

UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2001

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 001-16427  
\_\_\_\_\_

CERTEGY INC.  
(Exact name of registrant as specified in its charter)

Georgia

58-2606325

-----  
(State or other jurisdiction of  
incorporation or organization)

-----  
(I.R.S. Employer Identification No.)

555 North Point Centre, East,  
Suite 300, Alpharetta, Georgia

30022

-----  
(Address of principal executive offices)

-----  
(Zip Code)

Registrant's telephone number, including area code: (678) 867-8000

Indicate by check mark whether the registrant (1) has filed all reports  
required to be filed by Section 13 or 15(d) of the Securities Exchange Act of  
1934 during the preceding 12 months (or for such shorter period that the  
registrant was required to file such reports), and (2) has been subject to such  
filing requirements for the last 90 days. Yes  No

Indicate the number of shares outstanding of each of the issuer's classes  
of common stock, as of the latest practicable date.

As of August 8, 2001, 68,618,753 shares of the Corporation's common stock,  
\$.01 par value per share, were outstanding.

INDEX

Page

Part I. Financial Information

Item 1.	Combined Financial Statements:	
	Combined Statements of Income (Unaudited) - Three Months Ended June 30, 2001 and 2000.....	3
	Combined Statements of Income (Unaudited) - Six Months Ended June 30, 2001 and 2000.....	4
	Combined Balance Sheets - June 30, 2001 (Unaudited) and December 31, 2000.....	5
	Combined Statements of Cash Flows (Unaudited) - Six Months Ended June 30, 2001 and 2000.....	6
	Notes to Combined Financial Statements.....	7
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations.....	12
Item 3.	Quantitative and Qualitative Disclosures About Market Risk....	21

Part II. Other Information

Item 4.	Submission of Matters to a Vote of Security Holders.....	22
Item 5.	Other Information:	
	Pro Forma Combined Financial Statements (Unaudited) presented for information purposes.....	22
	Pro Forma Combined Statements of Income - Three Months and Six Months Ended June 30, 2001.....	23
	Pro Forma Combined Statements of Income - Three Months and Six Months Ended June 30, 2000.....	24
	Pro Forma Combined Balance Sheet - June 30, 2001.....	25
	Notes to Pro Forma Combined Financial Statements.....	26
	Supplemental Financial Information.....	27
Item 6.	Exhibits and Reports on Form 8-K.....	28

## PART I - FINANCIAL INFORMATION

## ITEM 1. COMBINED FINANCIAL STATEMENTS

COMBINED STATEMENTS OF INCOME  
EQUIFAX PAYMENT SERVICES DIVISION  
UNAUDITED

(To be reorganized as Certegy Inc. - Note 1)  
(In thousands, except per share amounts)

	Three Months Ended June 30,	
	2001	2000
Revenues	\$205,416	\$193,108
Operating expenses:		
Costs of services	144,479	131,647
Selling, general and administrative expenses	25,087	24,912
	169,566	156,559
Operating income	35,850	36,549
Other income (expense), net	(190)	(365)
Interest expense	(256)	(38)
Income before income taxes and minority interests	35,404	36,146
Provision for income taxes	(13,808)	(14,149)
Minority interests in earnings, net of tax	(327)	471
Net income	\$ 21,269	\$ 22,468
Basic earnings per share	\$ 0.31	\$ 0.34
Basic weighted average shares outstanding	68,268	67,045
Pro Forma basic earnings per share	\$ 0.26	\$ 0.27

The accompanying notes are an integral part of these Combined  
Financial Statements.

COMBINED STATEMENTS OF INCOME  
EQUIFAX PAYMENT SERVICES DIVISION  
UNAUDITED

(To be reorganized as Certegy Inc. - Note 1)  
(In thousands, except per share amounts)

	Six Months Ended June 30,	
	2001	2000
Revenues	\$400,392	\$370,669
Operating expenses:		
Costs of services	287,923	260,746
Selling, general and administrative expenses	50,129	49,464
	338,052	310,210
Operating income	62,340	60,459
Other income (expense), net	(506)	(536)
Interest expense	(435)	(184)
Income before income taxes and minority interests	61,399	59,739
Provision for income taxes	(23,946)	(23,384)
Minority interests in earnings, net of tax	(945)	985
Net income	\$ 36,508	\$ 37,340
Basic earnings per share	\$ 0.54	\$ 0.56
Basic weighted average shares outstanding	68,136	67,002
Pro Forma basic earnings per share	\$ 0.43	\$ 0.43

The accompanying notes are an integral part of these Combined  
Financial Statements.

COMBINED BALANCE SHEETS  
EQUIFAX PAYMENT SERVICES DIVISION

(To be reorganized as Certegy Inc. - Note 1)  
(In thousands)

	June 30, 2001	December 31, 2000
	(Unaudited)	
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 47,443	\$ 29,794
Trade accounts receivable, net of allowance for doubtful accounts of \$2,117 and \$2,148, respectively	85,367	99,472
Settlement receivables	78,277	48,173
Other receivables	7,966	7,706
Deferred income taxes	4,961	4,827
Other current assets	9,691	9,235
	233,705	199,207
Property and equipment, net	31,791	32,806
Intangibles, net	218,135	184,612
Other assets, net	103,174	85,820
	\$586,805	\$502,445
	=====	=====
<b>LIABILITIES AND SHAREHOLDER'S EQUITY</b>		
Current liabilities:		
Trade accounts payable	\$ 13,185	\$ 18,465
Settlement payables	82,013	77,213
Notes payable	221	549
Accrued salaries and bonuses	11,249	11,871
Income taxes payable	13,111	8,992
Other current liabilities	39,778	43,161
	159,557	160,251
Deferred income taxes	10,353	11,390
Other long-term liabilities	4,618	1,280
	174,528	172,921
	-----	-----
Minority interests	-	5,906
	-----	-----
Shareholder's equity:		
Equifax equity investment	488,460	380,906
Cumulative translation adjustment	(76,183)	(57,288)
	412,277	323,618
	-----	-----
Total Liabilities and Shareholder's Equity	\$586,805	\$502,445
	=====	=====

The accompanying notes are an integral part of these Combined  
Financial Statements.

COMBINED STATEMENTS OF CASH FLOWS  
EQUIFAX PAYMENT SERVICES DIVISION  
UNAUDITED

(To be reorganized as Certegy Inc. - Note 1)  
(In thousands)

	Six Months Ended June 30,	
	2001	2000
	-----	-----
Cash flows from operating activities:		
Net income	\$ 36,508	\$ 37,340
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	21,381	21,660
Minority interests in earnings	945	(985)
Changes in assets and liabilities, excluding effects of acquisitions:		
Accounts receivable, net	11,960	1,935
Current liabilities, excluding notes payable and settlement payables	(3,270)	(3,984)
Settlement receivables and payables, net	(25,303)	986
Other current assets	(1,080)	540
Deferred income taxes	226	--
Other long-term liabilities	491	4,602
Other assets	(6,829)	206
	-----	-----
Net cash provided by operating activities	35,029	62,300
	-----	-----
Cash flows from investing activities:		
Capital expenditures	(26,701)	(17,560)
Acquisitions, net of cash acquired	(55,504)	(12,502)
	-----	-----
Net cash used in investing activities	(82,205)	(30,062)
	-----	-----
Cash flows from financing activities:		
Net borrowings from (repayments to) Equifax	68,354	(34,525)
Change in notes payable	(292)	(406)
	-----	-----
Net cash provided by (used in) financing activities	68,062	(34,931)
	-----	-----
Effect of foreign currency exchange rates on cash	(3,237)	(1,516)
	-----	-----
Net cash provided (used)	17,649	(4,209)
Cash and cash equivalents, beginning of period	29,794	33,617
	-----	-----
Cash and cash equivalents, end of period	\$ 47,443	\$ 29,408
	=====	=====

The accompanying notes are an integral part of these Combined Financial Statements.

1. Spin-off and Basis of Presentation

In October 2000, the Board of Directors of Equifax Inc. ("Equifax") announced its intent to spin-off its Payment Services division, subject to certain conditions, into a separate publicly traded company with its own management and Board of Directors (the "Distribution"). In April 2001, the IRS issued a positive ruling related to the tax-free nature of the Distribution for U.S. federal income tax purposes. On June 11, 2001, the Distribution was approved by Equifax's Board of Directors, and on July 7, 2001, the spin-off was accomplished by transferring the assets, liabilities, and stock of the businesses that comprise the Payment Services division to Certegy Inc. ("Certegy") and then distributing all of the shares of Certegy common stock to Equifax's shareholders. The Equifax shareholders received one share of Certegy common stock for every two shares of Equifax common stock held. In conjunction with the Distribution, Certegy made a cash payment to Equifax of \$275 million. This cash payment was funded through the \$400 million of unsecured credit facilities obtained by Certegy in July 2001. Certegy was incorporated on March 2, 2001, under the name Equifax PS, Inc., as a wholly-owned subsidiary of Equifax. Certegy did not have any operations, assets, or liabilities until the contribution by Equifax to Certegy of the Payment Services division prior to the Distribution.

The combined financial statements presented in this report include the accounts of the Equifax businesses that comprise its Payment Services division (collectively referred to as the "Company"). The Company provides credit and debit card processing and check risk management services to financial institutions and merchants throughout the world, through two segments, Card Services and Check Services. Card Services provides card issuer services in the U.S., the U.K., Brazil, Chile, Australia, New Zealand, Ireland, France, and Spain. Also, Card Services provides merchant processing services in the U.S. and card processing software support and consulting services in 27 countries. Check Services provides check risk management services and related processing services in the U.S., the U.K., Canada, France, Ireland, Australia, and New Zealand.

The Company has prepared these combined financial statements pursuant to the rules and regulations of the Securities and Exchange Commission. This information reflects all adjustments, which are, in the opinion of management, necessary for a fair presentation of the financial position, results of operations, and cash flows for the interim periods presented. All adjustments made have been of a normal recurring nature. Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the U.S. have been condensed or omitted, although the Company believes that the disclosures are adequate to make the information presented not misleading. It is suggested that these combined financial statements be read in conjunction with the combined financial statements and the notes to those statements included in the Company's latest Registration Statement on Form 10 filed on June 11, 2001.

## 2. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements as well as reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

## 3. Earnings Per Share

Basic earnings per share ("EPS") is calculated by dividing net income by the weighted average number of common shares. Weighted average shares outstanding is computed by applying the distribution ratio of 0.5 shares of Certegy common stock to the historical Equifax weighted average shares outstanding for the same periods presented.

Diluted EPS is calculated to reflect the potential dilution that would occur if stock options or other contracts to issue common stock were exercised and resulted in additional common shares outstanding. Diluted EPS is not presented in these financial statements, as there are no historical market share prices for Certegy common stock, as regular way public trading did not commence until July 9, 2001. Accordingly, the dilutive effect of stock options cannot be determined. At June 30, 2001, the number of shares of Equifax common stock subject to options held by option holders who became Certegy employees was approximately 2.6 million. Based upon initial trading values, these Equifax options have been converted into approximately 3.2 million Certegy options. Assuming a Certegy market price of \$30, \$35, and \$40, these options generate approximately an incremental 1.0 million, 1.3 million, and 1.5 million shares, respectively, for the diluted EPS calculation. Commencing with the third quarter of 2001, a diluted EPS calculation will be included in the historical results.

Pro forma EPS is calculated by dividing pro forma net income by the weighted average number of common shares. Pro forma net income includes adjustments assuming that the Distribution had taken place at the beginning of 2000. The full pro forma combined statements of income for the three months and six months ended June 30, 2001 and 2000, are included in Item 5, "Other Information," of Part II of this quarterly report.

## 4. Comprehensive Income

The components of comprehensive income for the six months ended June 30, 2001 and 2000 are as follows:

	2001	2000
	-----	-----
	(In thousands)	
Net income.....	\$ 36,508	\$37,340
Change in cumulative foreign currency translation adjustment.....	(18,895)	(2,912)
Comprehensive income.....	\$ 17,613	\$34,428
	=====	=====



## 5. Acquisition

In May 2001, the Company increased its ownership in Unnisa Ltda. ("Unnisa"), a card processing business in Brazil, from 59.3% to 100% by acquiring the remaining interest for a purchase price of \$55.5 million. This interest was acquired with cash and accounted for as a purchase. The results of operations have been included in the combined statements of income from the date of acquisition and were not material.

## 6. Transactions with Equifax

There are no material intercompany purchase or sales transactions between Equifax and the Company. Under Equifax's centralized cash management system, excess cash sent to Equifax and short-term advances from Equifax are reflected as intercompany receivables or payables and are included in the Equifax equity investment in the accompanying combined balance sheets.

The Company was charged with certain Equifax corporate expenses that were allocated to the Company based on the Company's proportionate amount of revenues, number of employees, and other relevant factors as compared to related totals for Equifax. In the opinion of management, these allocations have been made on a reasonable basis. Management believes that, had the Company been operating on a stand-alone basis, it would have incurred additional expenses of approximately \$1.6 million and \$3.3 million for the three month and six month periods, respectively, which specifically relate to incremental pension expense, insurance costs, corporate headquarters rent, and stand-alone public company costs for audit, director, and stock exchange fees. The increase in pension expense is a result of the Company no longer benefiting from the over-funded status of the consolidated Equifax pension plan. Management believes that all other costs allocated to the Company are a reasonable representation of the costs that would have been incurred if the Company had performed these functions as a stand-alone company.

In conjunction with the separation of their businesses, the Company and Equifax entered into various agreements that address the allocation of assets and liabilities between them and that define their relationship after the separation, including the provision of certain transition support services by each party.

## 7. Segment Information

Operating revenues and operating income by segment for the three months and six months ended June 30, 2001 and 2000 are as follows:

	Three Months Ended June 30		Six Months Ended June 30	
	2001	2000	2001	2000
	(In thousands)			
Operating revenues:				
Card Services(1).....	\$138,610	\$130,157	\$269,847	\$249,401
Check Services.....	66,806	62,951	130,545	121,268
	-----	-----	-----	-----
	\$205,416	\$193,108	\$400,392	\$370,669
	=====	=====	=====	=====
Operating income:				
Card Services(1).....	\$ 27,580	\$ 27,916	\$ 50,180	\$ 45,192
Check Services.....	10,482	10,667	16,587	19,352
	-----	-----	-----	-----
	38,062	38,583	66,767	64,544
General Corporate Expense.....	(2,212)	(2,034)	(4,427)	(4,085)
	-----	-----	-----	-----
	\$ 35,850	\$ 36,549	\$ 62,340	\$ 60,459
	=====	=====	=====	=====
Pro Forma(2).....	\$ 34,225	\$ 34,924	\$ 59,090	\$ 57,209
	=====	=====	=====	=====

(1) The three months and six months ended June 30, 2001, include operating revenues and operating income of approximately \$1.1 million from software license sales. The three months and six months ended June 30, 2000, include operating revenues and operating income of approximately \$4.9 million from software license sales.

(2) Includes pro forma stand-alone costs (Note 6).

Total assets by segment at June 30, 2001 and December 31, 2000 are as follows:

	June 30, 2001	December 31, 2000
	(In thousands)	
Card Services.....	\$488,653	\$419,270
Check Services.....	79,053	83,175
	-----	-----
	567,706	502,445
Corporate.....	19,099	-
	-----	-----
	\$586,805	\$502,445
	=====	=====

The Corporate assets at June 30, 2001 represent cash and the Company's portion of employee benefit program assets transferred from Equifax's corporate division, as well as deferred financing costs for the Company's new credit facility.

#### 8. Derivative Instruments and Hedging Activities

Effective January 1, 2001, the Company adopted FASB Statement No. 133, "Accounting for Derivative Instruments and Hedging Activities" ("SFAS 133"). SFAS 133 requires that a company recognize derivatives as assets or liabilities on its balance sheet, and also requires that the gain or loss related to the effective portion of derivatives designated as cash flow hedges be recorded as a component of other comprehensive income. The Company did not have any derivative instruments at June 30, 2001.

## 9. Recent Accounting Pronouncements

In July 2001, the FASB issued Statement No. 141, "Business Combinations" ("SFAS 141") and Statement No. 142, "Goodwill and Other Intangible Assets" ("SFAS 142"). SFAS 141 eliminates pooling of interest accounting and requires all business combinations initiated after June 30, 2001 to be accounted for using the purchase method. SFAS 142 eliminates the amortization of goodwill and certain other intangible assets and requires that goodwill be evaluated for impairment by applying a fair value-based test. The Company will adopt the standard effective January 1, 2002 for previous acquisitions and June 30, 2001 for all acquisitions occurring after June 30, 2001. Amortization of goodwill was approximately \$4.1 million for the six months ended June 30, 2001. Earnings per share for the six months ended June 30, 2001, would have increased by approximately \$0.04 had SFAS 142 been effective as of the beginning of 2001. The Company expects to complete its first fair value-based impairment tests by June 30, 2002.

ITEM 2: MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

For an understanding of the significant factors that influenced the Company's results, the following discussion should be read in conjunction with the combined financial statements and pro forma combined financial statements of the Company, including the notes to those statements, included elsewhere in this report. It is also suggested that this management's discussion and analysis be read in conjunction with the management's discussion and analysis, combined financial statements, and pro forma combined financial statements included in the Company's latest Registration Statement on Form 10 filed on June 11, 2001.

Overview

The Company provides credit and debit card processing and check risk management services to financial institutions and merchants throughout the world, through two segments, Card Services and Check Services. Card Services provides card issuer services in the U.S., the U.K., Brazil, Chile, Australia, New Zealand, Ireland, France, and Spain. Also, Card Services provides merchant processing services in the U.S. and card processing software support and consulting services in 27 countries. Check Services provides check risk management services and related processing services in the U.S., the U.K., Canada, France, Ireland, Australia, and New Zealand.

Components of Income Statement

The Company generates revenue from (i) charges based on transaction volume (U.S.), accounts or cards processed (outside the U.S.), and fees for various services and products (globally) within Card Services, and (ii) charges based on transaction volume and fees for various services and products within Check Services. Revenues depend upon a number of factors, such as demand for and price of the Company's services, the technological competitiveness of the product line, the Company's reputation for providing timely and reliable service, competition within the industry, and general economic conditions.

Costs of services consist primarily of the costs of transaction processing systems, personnel to develop and maintain applications and operate computer networks and to provide customer support, losses on check guarantee services, interchange and other fees on merchant processing, and depreciation and occupancy costs associated with the facilities performing these functions. Selling, general, and administrative expenses consist primarily of salaries, wages, and related expenses paid to sales, non-revenue customer support functions and administrative employees and management, and certain Equifax corporate costs that have been allocated to the Company.

#### Results of Operations

The following table summarizes the Company's combined results for the three months and six months ended June 30, 2001 and 2000:

	Three Months Ended June 30		Six Months Ended June 30	
	2001	2000	2001	2000
(In millions, except per share amounts)				
Revenue.....	\$205.4	\$193.1	\$400.4	\$370.7
Operating income.....	\$ 35.9	\$ 36.5	\$ 62.3	\$ 60.5
Other income (expense), net.....	\$ (0.2)	\$ (0.4)	\$ (0.5)	\$ (0.5)
Interest expense.....	\$ (0.3)	\$ (0.0)	\$ (0.4)	\$ (0.2)
Net income.....	\$ 21.3	\$ 22.5	\$ 36.5	\$ 37.3
Basic earnings per share.....	\$ 0.31	\$ 0.34	\$ 0.54	\$ 0.56

#### Revenue

##### Second Quarter 2001 compared with Second Quarter 2000

Revenue in the second quarter of 2001 of \$205.4 million increased by \$12.3 million, or 6.4%, over the second quarter of 2000. Card Services revenue grew 6.5% and Check Services experienced revenue growth of 6.1%.

The growth in revenue was driven by increased volumes and was partially offset by changes in foreign exchange rates and software license sales. The second quarters include operating revenue of \$1.1 million in 2001 and \$4.9 million in 2000 from software license sales. The strengthening of the U.S. dollar against foreign currencies, particularly the British pound and the Brazilian real, reduced U.S. dollar equivalent revenue growth by \$5.9 million, resulting in U.S. dollar revenue growth being 300 basis points below local currency revenue growth rates.

##### First Six Months 2001 compared with First Six Months 2000

Revenue in the first six months of 2001 of \$400.4 million increased by \$29.7 million, or 8.0%, over the first six months of 2000. Card Services revenue grew 8.2% and Check Services experienced revenue growth of 7.6%.

The growth in revenue was driven by increased volumes and was partially offset by changes in foreign exchange rates and software license sales. The six-month periods include operating revenue of \$1.1 million in 2001 and \$4.9 million in 2000 from software license sales. The strengthening of the U.S. dollar against foreign currencies, particularly the British pound and the Brazilian real, reduced U.S. dollar equivalent revenue growth by \$10.2 million, resulting in U.S. dollar revenue growth being 275 basis points below local currency revenue growth rates.

## Operating Expenses

### Second Quarter 2001 compared with Second Quarter 2000

Total operating expenses in the second quarter of 2001 of \$169.6 million increased \$13.0 million, or 8.3%, over the second quarter of 2000. Card Services' operating expenses grew \$8.8 million, or 8.6%, Check Services' operating expenses grew \$4.0 million, or 7.7%, and Corporate expense of \$2.2 million grew \$0.2 million, or 8.8%.

Costs of services in the second quarter of 2001 increased by \$12.8 million, or 9.7%, over the second quarter of 2000, principally driven by increased volumes in both business segments, including higher guarantee loss rates in Check Services. An increase in card merchant and issuing volume added \$9.1 million of cost and higher check volume and loss rates added \$3.7 million of cost.

Selling, general, and administrative expense in the second quarter of 2001 increased \$0.2 million, or 0.7%, over the second quarter of 2000.

### First Six Months 2001 compared with First Six Months 2000

Total operating expenses in the first six months of 2001 of \$338.1 million increased \$27.8 million, or 9.0%, over the first six months of 2000. Card Services' operating expenses grew \$15.5 million, or 7.6%, Check Services' operating expenses grew \$12.0 million, or 11.8%, and Corporate expense of \$4.4 million grew \$0.3 million, or 8.4%.

Costs of services in the first six months of 2001 increased by \$27.2 million, or 10.4%, over the first six months of 2000, principally driven by increased volumes in both business segments, including higher guarantee loss rates in Check Services. An increase in card merchant and issuing volume added \$15.7 million of cost and higher check volume and loss rates added \$11.5 million of cost.

Selling, general, and administrative expense in the first six months of 2001 increased \$0.7 million, or 1.3%, over the first six months of 2000.

## Operating Income

### Second Quarter 2001 compared with Second Quarter 2000

Operating income of \$35.9 million in the second quarter of 2001 decreased \$0.7 million, or 1.9%, below the second quarter of 2000. Combined operating margins were 17.5% in the 2001 quarter and 18.9% in the 2000 quarter. The decline in operating margin was driven principally by the higher levels of low-margin merchant processing revenues of Card Services, decreased profits of Check Services caused by higher comparative check guarantee loss rates, and declines in software license sales. The second quarters include operating income of \$1.1 million in 2001 and \$4.9 million in 2000 from software license sales.

#### First Six Months 2001 compared with First Six Months 2000

Operating income of \$62.3 million in the first six months of 2001 increased \$1.9 million, or 3.1%, over the first six months of 2000. Combined operating margins were 15.6% and 16.3% in the first six months of 2001 and 2000, respectively. The increased operating income was driven principally by revenue growth and improved profits of Card Services primarily in the first quarter of 2001, but has been negatively impacted by decreased profits of Check Services, caused by higher comparative check guarantee loss rates, and declines in software license sales. The six-month periods include operating income of \$1.1 million in 2001 and \$4.9 million in 2000 from software license sales.

#### Other Income (Expense), Net

Other income (expense) principally consists of net foreign exchange losses.

#### Interest Expense

Interest expense principally consists of interest paid on a line of credit held by Unnisa, the Company's card processing operation in Brazil, and interest charged by Equifax on overnight funds borrowed on the Company's behalf. The Company has not been allocated any Equifax corporate debt or related interest expense as these amounts have not historically been allocated to the operating divisions by Equifax. Based on current rates, interest expense is expected to increase by approximately \$14.5 million, representing the annual interest at a rate of LIBOR plus 100 basis points on the \$275 million of debt used to fund the cash payment to Equifax in conjunction with the Distribution on July 7, 2001.

#### Effective Tax Rate

The Company is included in the consolidated federal income tax return of Equifax. Federal and certain state tax provisions are settled through the intercompany accounts, and Equifax makes income tax payments on the Company's behalf. The provision for income taxes in the Company's combined statements of income reflects federal, state, and foreign taxes calculated using the separate return basis. The effective tax rate in the first six months of 2001 was 39.0%, which is the expected rate for the entire year. The effective tax rate in 2000 was 39.1%.

#### Net Income and Basic Earnings per Share

#### Second Quarter 2001 compared with Second Quarter 2000

Net income in the second quarter of 2001 of \$21.3 million decreased \$1.2 million, or 5.3%, below the second quarter of 2000, driven primarily by the decline in operating income and a \$0.8 million change in minority interest in earnings, net of tax, of international card operations. The 2001 quarter includes \$0.3 million of earnings reduction related to minority ownership in the profits of Unnisa, the Company's Brazilian card processing operation. The 2000 quarter includes \$0.5 million of earnings increase related to minority ownerships in the net loss of Unnisa and the U.K. card operations. The Company acquired full ownership of the U.K. card operation in September 2000 and Unnisa in May 2001.

First Six Months 2001 compared with First Six Months 2000

Net income in the first six months of 2001 of \$36.5 million decreased \$0.8 million, or 2.2%, below the first six months of 2000, driven primarily by a \$1.9 million change in minority interest in earnings, net of tax, of international card operations. The first six months of 2001 includes \$0.9 million of earnings reduction related to minority ownership in the profits of Unnisa. The 2000 quarter includes \$1.0 million of earnings increase related to minority ownerships in the net loss of Unnisa and the U.K. card operations. The Company acquired full ownership of the U.K. card operation in September 2000 and Unnisa in May 2001.

Basic earnings per share ("EPS") is calculated by dividing net income by the weighted average number of common shares. Weighted average shares outstanding is computed by applying the distribution ratio of 0.5 shares of Certegy common stock to the historical Equifax weighted average shares outstanding for the same periods presented.

Diluted EPS is calculated to reflect the potential dilution that would occur if stock options or other contracts to issue common stock were exercised and resulted in additional common shares outstanding. Diluted EPS is not presented in the combined financial statements, as there are no historical market share prices for Certegy common stock, as regular way public trading did not commence until July 9, 2001. Accordingly, the dilutive effect of stock options cannot be determined. At June 30, 2001, the number of shares of Equifax common stock subject to options held by option holders who became Certegy employees was approximately 2.6 million. Based upon initial trading values, these Equifax options have been converted into approximately 3.2 million Certegy options. Assuming a Certegy market price of \$30, \$35, and \$40, these options generate approximately an incremental 1.0 million, 1.3 million, and 1.5 million shares, respectively, for the diluted EPS calculation. Commencing with the third quarter of 2001, a diluted EPS calculation will be included in the historical results.

Segment Results

The following table summarizes the segment results for the three months and six months ended June 30, 2001 and 2000:

	Three Months Ended June 30				Six Months Ended June 30			
	Revenue		Operating Income		Revenue		Operating Income	
	2001	2000	2001	2000	2001	2000	2001	2000
	(In millions)							
Card Services.....	\$138.6	\$130.1	\$27.6	\$27.9	\$269.9	\$249.4	\$50.1	\$45.2
Check Services.....	66.8	63.0	10.5	10.6	130.5	121.3	16.6	19.4
	205.4	193.1	38.1	38.5	400.4	370.7	66.7	64.6
General Corporate Expense.....	-	-	(2.2)	(2.0)	-	-	(4.4)	(4.1)
	\$205.4	\$193.1	\$35.9	\$36.5	\$400.4	\$370.7	\$62.3	\$60.5
	=====	=====	=====	=====	=====	=====	=====	=====
Pro Forma.....			\$34.2	\$34.9			\$59.1	\$57.2
			=====	=====			=====	=====



Based upon current forecasts, management expects that the future relative contribution to revenue and profits, and capital requirements of these segments, will remain consistent with historical percentages.

#### Card Services

##### Second Quarter 2001 compared with Second Quarter 2000

Card Services' revenue in the second quarter of 2001 increased \$8.5 million, a 6.5% growth over the second quarter of 2000. Revenue in the U.S. of \$109.9 million in the 2001 quarter was an increase of \$9.5 million, or 9.5%, over the 2000 quarter, driven by increases in merchant processing, which contributed approximately \$9.4 million of the U.S. revenue growth in the second quarter of 2001.

International revenue of \$28.8 million in the 2001 quarter decreased \$1.1 million, or 3.5%, below the 2000 quarter. International revenue includes software licensing revenue, which has declined from \$6.4 million in the 2000 quarter to \$4.4 million in the 2001 quarter, as the Company has de-emphasized software licensing as it grows its global processing operations. Also contributing to the international revenue decline was the strengthening of the U.S. dollar. Exchange rate changes of the Brazilian real and the British pound reduced revenue growth by approximately \$5.0 million. On a local currency basis, international revenue increased by approximately 25.1%.

Card Services' operating income in the second quarter of 2001 decreased \$0.3 million, or 1.2%, below the second quarter of 2000. Operating margins were 19.9% in the 2001 quarter and 21.4% in the 2000 quarter. Reduction in card software licensing and higher levels of low-margin merchant processing revenues have had a negative impact on overall operating margins in the second quarter of 2001.

##### First Six Months 2001 compared with First Six Months 2000

Card Services' revenue in the first six months of 2001 increased \$20.4 million, an 8.2% growth over the first six months of 2000. Revenue in the U.S. of \$214.6 million in the first six months of 2001 was an increase of \$20.8 million, or 10.7%, over the first six months of 2000, driven by increases in card issuing transactions and merchant volumes. Merchant processing contributed approximately \$17.9 million of the U.S. revenue growth in the first six months of 2001.

International revenue of \$55.3 million in the first six months of 2001 decreased \$0.3 million, or 0.6%, below the first six months of 2000. International revenue includes software licensing revenue, which has declined from \$9.1 million in the first six months of 2000 to \$6.1 million in the first six months of 2001, as the Company has de-emphasized software licensing as it grows its global processing operations. Also contributing to the international revenue decline was the strengthening of the U.S. dollar. Exchange rate changes of the Brazilian real and the British pound reduced revenue growth by approximately \$8.1 million. On a local currency basis, international revenue increased by approximately 23.1%.

Card Services' operating income in the first six months of 2001 increased \$5.0 million, or 11.0%, over the first six months of 2000. Operating margins were 18.6% and 18.1% in the first six months of 2001 and 2000, respectively. Operating margins have benefited from revenue increasing at a higher rate than costs primarily in U.S. card operations.

#### Check Services

##### Second Quarter 2001 compared with Second Quarter 2000

Check Services' revenue in the second quarter of 2001 increased \$3.9 million, a 6.1% growth over the second quarter of 2000. Revenue in the U.S. of \$54.7 million in the 2001 quarter was an increase of \$4.3 million, or 8.6%, over the 2000 quarter, driven by increased volume largely resulting from the addition of new customers. The face amount of checks authorized in the U.S. totaled \$6.8 billion in the 2001 quarter and \$6.2 billion in the 2000 quarter.

International revenue of \$12.2 million in the 2001 quarter decreased \$0.5 million, or 3.7%, below the 2000 quarter. The strengthening of the U.S. dollar against the British pound reduced international check revenue growth by \$0.9 million. The face amount of checks authorized in the international operations total \$0.8 billion in both the 2001 and 2000 quarters. On a local currency basis, international revenue increased approximately 3.5%

Check Services' operating income in the second quarter of 2001 decreased \$0.2 million, or 1.7%, below the second quarter of 2000. Operating margins were 15.7% in the 2001 quarter and 16.9% in the 2000 quarter. The decline in profitability is attributed to higher check guarantee loss rates in the 2001 quarter.

##### First Six Months 2001 compared with First Six Months 2000

Check Services' revenue in the first six months of 2001 increased \$9.3 million, a 7.6% growth over the first six months of 2000. Revenue in the U.S. of \$106.3 million in the first six months of 2001 was an increase of \$10.0 million, or 10.4%, over the first six months of 2000, driven by increased volume largely resulting from the addition of new customers. The face amount of checks authorized in the U.S. totaled \$12.9 billion and \$11.8 billion in the first six months of 2001 and 2000, respectively.

International revenue of \$24.2 million in the first six months of 2001 decreased \$0.7 million, or 2.8%, below the first six months of 2000. The strengthening of the U.S. dollar against the British pound reduced international check revenue growth by \$2.1 million. The face amount of checks authorized in the international operations total \$1.6 billion in both the 2001 and 2000 periods. On a local currency basis, international revenue increased approximately 5.5%.

Check Services' operating income in the first six months of 2001 decreased \$2.8 million, or 14.3%, below the first six months of 2000. Operating margins were 12.7% and 16.0% in the first six months of 2001 and 2000, respectively. The decline in profitability is attributed to higher check guarantee loss rates in 2001.

## General Corporate

General corporate expense of \$2.2 million and \$2.0 million in the second quarters of 2001 and 2000, respectively, and \$4.4 million and \$4.1 million in the first six months of 2001 and 2000, respectively, represent certain Equifax corporate expenses that were allocated to the Company based on the Company's proportionate amount of revenues, number of employees, and other relevant factors as compared to related totals for Equifax. In the opinion of management, these allocations have been made on a reasonable basis. Management believes that, had the Company been operating on a stand-alone basis, it would have incurred additional expenses of approximately \$1.6 million and \$3.3 million for the second quarter and six month periods, respectively, which specifically relate to incremental pension expense, insurance costs, corporate headquarters rent, and stand-alone public company costs for audit, director, and stock exchange fees. The increase in pension expense is a result of the Company no longer benefiting from the over-funded status of the consolidated Equifax pension plan. Management believes that all other costs allocated to the Company are a reasonable representation of the costs that would have been incurred if the Company had performed these functions as a stand-alone company.

## Liquidity and Capital Resources

### First Six Months 2001 compared with First Six Months 2000

Net cash provided by operating activities amounted to \$35.0 million in the first six months of 2001 as compared with \$62.3 million in the first six months of 2000. The 2001 amount was reduced by \$25.3 million related to the timing of settlements in the card and merchant processing clearing system. Operating activities provided cash of \$60.3 million and \$61.3 million in the first six months of 2001 and 2000, respectively, before the effect of this settlement activity. Operating cash flow has been sufficient to fund capital expenditures.

Net cash used in investing activities amounted to \$82.2 million in the first six months of 2001 and \$30.1 million in the first six months of 2000. Capital expenditures, exclusive of acquisitions, amounted to \$26.7 million and \$17.6 million in the first six months of 2001 and 2000, respectively. Acquisitions, net of cash acquired, totaled \$55.5 million and \$12.5 million in the first six months of 2001 and 2000, respectively. The Company expects total capital expenditures, exclusive of acquisitions, to approximate \$45 million in 2001.

Net cash provided by (used in) financing activities amounted to \$68.1 million in the first six months of 2001 and \$(34.9) million in the first six months of 2000. Net borrowings from (repayments to) Equifax amounted to \$68.4 million and \$(34.5) million in the first six months of 2001 and 2000, respectively.

In July 2001, the Company obtained \$400 million of unsecured credit facilities, a portion of which was used to fund the cash payment to Equifax of \$275 million on July 7, 2001. Management believes that the current level of cash and cash equivalents, \$47.4 million as of June 30, 2001, future cash flows from operations, and the amount of the credit facility in excess of the \$275 million payment described above, will be sufficient to meet the needs of

existing operations and planned requirements for the foreseeable future.

Management regularly evaluates cash requirements for current operations, development activities, and acquisitions. The Company may elect to raise additional funds for these purposes, either through further bank financing or the public capital markets, as appropriate. Based on the Company's recent financial results and current financial position, management believes that additional funding will be available if required to meet the Company's capital requirements.

#### Seasonality, Inflation, and Economic Downturns

The Company is subject to the impact of general economic conditions; however, this has historically been mitigated by the continued demand for payment transaction processing. The Company is also subject to certain seasonal fluctuations such as peak activity during the holiday buying season.

Management does not believe that inflation has had a material effect on the Company's operating results. However, inflation could adversely affect the financial results were inflation to result in a substantial weakening in economic conditions that adversely affect the level of consumer spending.

#### Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements that are based on current expectations, estimates, forecasts, and projections about the Company and its industry. They are not guarantees of future performance and are subject to risks and uncertainties that may cause actual results to differ significantly from what is expressed in those statements. The factors that could, either individually or in the aggregate, affect the Company's performance include matters such as a change in the growth rate of the overall U.S. economy, or the international economies where the Company does business, such that consumer spending and related consumer debt are impacted; a decline or change in the marketing techniques of credit card issuers; a reversal of the trend toward credit card use increasing as a percentage of total consumer expenditures; unanticipated cancellation or termination of customer contracts; risks associated with investments and operations in foreign countries, including regulatory environments, exchange rate fluctuations, and local political, social, and economic factors; the extent to which the Company can continue successful development and marketing of new products and services; and generally other risks listed in the "Risk Factors" and "Forward-Looking Statements" sections of the Company's Registration Statement on Form 10 filed with the Securities and Exchange Commission.

ITEM 3: QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Approximately 20% of the Company's revenue for the six months ended June 30, 2001 and 42% of the Company's assets at June 30, 2001 are associated with operations outside of the U.S. The U.S. dollar balance sheets and statements of income for these businesses are subject to currency fluctuations. The Company is most vulnerable to fluctuations in the Brazilian real and the British pound against the U.S. dollar. Historically, the Company has not entered into derivative financial instruments to mitigate this risk, as it has not been cost-effective. The impact of currency fluctuations on profitability has not been significant since both revenue and costs of these businesses are denominated in local currency. The Company may use derivative financial instruments in the future if it is deemed to be useful in mitigating an exposure to foreign currency exchange rates. The cumulative translation adjustment, largely related to the Company's investment in Unnisa, the Brazilian card processing operation, was a \$76.2 million and \$57.3 million reduction of shareholder's equity at June 30, 2001 and December 31, 2000, respectively.

PART II - OTHER INFORMATION

Item 4. Submission of Matters to a Vote of Security Holders  
-----

The following matters were approved by Equifax as the sole shareholder of the Company by written consent on the dates indicated below. All such matters were approved prior to the pro rata distribution by Equifax of its shares of the Common Stock of the Company to the shareholders of Equifax, and the registration of the Common Stock under the Securities Exchange Act of 1934.

May 25, 2001      Amendment of the Articles of Incorporation to change the Company's name to "Certegey Inc."  
June 8, 2001      Merger of the Company's wholly-owned limited liability company subsidiary, KLR, LLC, with and into the Company  
June 19, 2001     Amendment of the Articles of Incorporation to increase the authorized shares of the Company  
June 29, 2001     Amendment and Restatement of the Articles of Incorporation

Election of the following directors to the Board:

Terms Expiring 2002: Thomas F. Chapman and Charles T. Doyle  
Terms Expiring 2003: Robert H. Bohannon, Richard N. Child and Lee A. Kennedy  
Terms Expiring 2004: David K. Hunt and Kathy Brittain White

Approval of 2001 Stock Incentive Plan and Non-Employee Director Stock Option Plan

Ratification of certain prior Company actions, including relating to the pro rata distribution by Equifax of its shares of the Common Stock of the Company to the shareholders of Equifax and the approval of the Rights Agreement

Item 5. Other Information  
-----

The following pro forma combined financial statements have been prepared as if the Distribution had taken place at the beginning of 2000 and are presented for information purposes.

PRO FORMA COMBINED STATEMENTS OF INCOME  
EQUIFAX PAYMENT SERVICES DIVISION  
UNAUDITED

(To be reorganized as Certegy Inc.)  
(In thousands, except per share amounts)

	Three Months Ended June 30, 2001		
	Historical	Pro Forma Adjustments	Pro Forma Combined
Revenues	\$ 205,416	\$	\$ 205,416
Operating expenses:			
Costs of services	144,479	1,175 (a)	145,654
Selling, general and administrative expenses	25,087	450 (a)	25,537
	169,566	1,625	171,191
Operating income	35,850	(1,625)	34,225
Other income (expense), net	(190)		(190)
Interest expense	(256)	(3,804) (b)	(4,060)
Income before income taxes and minority interests	35,404	(5,429)	29,975
Provision for income taxes	(13,808)	2,118 (c)	(11,690)
Minority interests in earnings, net of tax	(327)		(327)
Net income	\$ 21,269	\$ (3,311)	\$ 17,958
Basic earnings per share	\$ 0.31		\$ 0.26
Basic weighted average shares outstanding	68,268		68,268

	Six Months Ended June 30, 2001		
	Historical	Pro Forma Adjustments	Pro Forma Combined
Revenues	\$ 400,392	\$	\$ 400,392
Operating expenses:			
Costs of services	287,923	2,350 (a)	290,273
Selling, general and administrative expenses	50,129	900 (a)	51,029
	338,052	3,250	341,302
Operating income	62,340	(3,250)	59,090
Other income (expense), net	(506)		(506)
Interest expense	(435)	(8,413) (b)	(8,848)
Income before income taxes and minority interests	61,399	(11,663)	49,736
Provision for income taxes	(23,946)	4,549 (c)	(19,397)
Minority interests in earnings, net of tax	(945)		(945)
Net income	\$ 36,508	\$ (7,114)	\$ 29,394
Basic earnings per share	\$ 0.54		\$ 0.43
Basic weighted average shares outstanding	68,136		68,136

The accompanying notes are an integral part of these Pro Forma Combined  
Financial Statements.

PRO FORMA COMBINED STATEMENTS OF INCOME  
EQUIFAX PAYMENT SERVICES DIVISION  
UNAUDITED

(To be reorganized as Certegy Inc.)  
(In thousands, except per share amounts)

	Three Months Ended June 30, 2000		
	Historical	Pro Forma Adjustments	Pro Forma Combined
Revenues	\$ 193,108	\$	\$ 193,108
Operating expenses:			
Costs of services	131,647	1,175 (a)	132,822
Selling, general and administrative expenses	24,912	450 (a)	25,362
	156,559	1,625	158,184
Operating income	36,549	(1,625)	34,924
Other income (expense), net	(365)		(365)
Interest expense	(38)	(5,503) (b)	(5,541)
Income before income taxes and minority interests	36,146	(7,128)	29,018
Provision for income taxes	(14,149)	2,790 (c)	(11,359)
Minority interests in earnings, net of tax	471		471
Net income	\$ 22,468	\$ (4,338)	\$ 18,130
Basic earnings per share	\$ 0.34		\$ 0.27
Basic weighted average shares outstanding	67,045		67,045

	Six Months Ended June 30, 2000		
	Historical	Pro Forma Adjustments	Pro Forma Combined
Revenues	\$ 370,669	\$	\$ 370,669
Operating expenses:			
Costs of services	260,746	2,350 (a)	263,096
Selling, general and administrative expenses	49,464	900 (a)	50,364
	310,210	3,250	313,460
Operating income	60,459	(3,250)	57,209
Other income (expense), net	(536)		(536)
Interest expense	(184)	(10,648) (b)	(10,832)
Income before income taxes and minority interests	59,739	(13,898)	45,841
Provision for income taxes	(23,384)	5,440 (c)	(17,944)
Minority interests in earnings, net of tax	985		985
Net income	\$ 37,340	\$ (8,458)	\$ 28,882
Basic earnings per share	\$ 0.56		\$ 0.43
Basic weighted average shares outstanding	67,002		67,002

The accompanying notes are an integral part of these Pro Forma Combined  
Financial Statements.



PRO FORMA COMBINED BALANCE SHEET  
EQUIFAX PAYMENT SERVICES DIVISION  
JUNE 30, 2001  
UNAUDITED

(To be reorganized as Certegy Inc.)  
(In thousands)

	Historical -----	Pro Forma Adjustments -----	Pro Forma Combined -----
<b>ASSETS</b>			
Current assets:			
Cash and cash equivalents	\$ 47,443	\$	\$ 47,443
Trade accounts receivable, net of allowance for doubtful accounts of \$2,117	85,367		85,367
Settlement receivables	78,277		78,277
Other receivables	7,966		7,966
Deferred income taxes	4,961		4,961
Other current assets	9,691		9,691
	-----	-----	-----
Total current assets	233,705	-	233,705
Property and equipment, net	31,791		31,791
Intangibles, net	218,135		218,135
Other assets, net	103,174		103,174
	-----	-----	-----
Total Assets	\$586,805	\$ -	\$ 586,805
	=====	=====	=====
<b>LIABILITIES AND SHAREHOLDER'S EQUITY</b>			
Current liabilities:			
Trade accounts payable	\$ 13,185	\$	\$ 13,185
Settlement payables	82,013		82,013
Notes payable	221		221
Accrued salaries and bonuses	11,249		11,249
Income taxes payable	13,111		13,111
Other current liabilities	39,778		39,778
	-----	-----	-----
Total current liabilities	159,557	-	159,557
Deferred income taxes	10,353		10,353
Long-term debt	-	275,000 (d)	275,000
Other long-term liabilities	4,618		4,618
	-----	-----	-----
Total liabilities	174,528	275,000	449,528
	-----	-----	-----
Shareholder's equity:			
Common stock and paid-in capital	-	213,460 (d)	213,460
Equifax equity investment	488,460	(488,460) (d)	-
Cumulative translation adjustment	(76,183)		(76,183)
	-----	-----	-----
Total shareholder's equity	412,277	(275,000)	137,277
	-----	-----	-----
Total Liabilities and Shareholder's Equity	\$586,805	\$ -	\$ 586,805
	=====	=====	=====

The accompanying notes are an integral part of these Pro Forma Combined  
Financial Statements.

EQUIFAX PAYMENT SERVICES DIVISION  
(To be reorganized as Certegy Inc.)  
Notes to Pro Forma Combined Financial Statements  
(Unaudited)

1. Pro Forma Combined Statement of Income Adjustments

The following pro forma adjustments were made to the historical combined statements of income of the Company for the three months and six months ended June 30, 2001 and 2000 to reflect the Distribution as if it had occurred on January 1, 2000.

- a. To reflect additional expenses of approximately \$1.6 million and \$3.3 million for the three month and six month periods, respectively, which specifically relate to incremental pension expense, insurance costs, corporate headquarters rent, and stand-alone public company costs for audit, director, and stock exchange fees. The increase in pension expense is a result of the Company no longer benefiting from the over-funded status of the consolidated Equifax pension plan.
- b. To reflect interest expense on the \$275 million of debt to be used to fund the cash payment to Equifax in conjunction with the Distribution, at an annual rate of LIBOR plus 100 basis points (5.17% and 7.64% for the three months ended June 30, 2001 and 2000, respectively, and 5.76% and 7.38% for the six months then ended, respectively), plus amortization of financing costs over the three-year term of the debt.
- c. To reflect the income tax benefit resulting from the pro forma adjustments using the Company's effective tax rate for the period.

2. Pro Forma Combined Balance Sheet Adjustment

The following pro forma adjustment was made to the historical combined balance sheet of the Company as of June 30, 2001 to reflect the Distribution as if it had occurred on June 30, 2001.

- d. To reflect the capitalization of the Equifax equity investment and the \$275 million of debt to be used to fund the cash payment to Equifax in conjunction with the Distribution.

SUPPLEMENTAL FINANCIAL INFORMATION  
EQUIFAX PAYMENT SERVICES DIVISION  
(UNAUDITED)

(To be reorganized as Certegy Inc.)

1. Revenues by product and service offerings are as follows (in millions):

	2000				2001	
	Q1	Q2	Q3	Q4	Q1	Q2
Card Issuer Services	\$ 81.6	\$ 87.7	\$ 92.3	\$ 94.5	\$ 86.0	\$ 88.8
Check Services	58.3	63.0	63.1	75.7	63.7	66.8
Merchant Processing Services	35.0	36.1	37.1	41.1	43.5	45.5
Other	2.7	6.3	2.2	1.9	1.8	4.3
	\$177.6	\$193.1	\$194.7	\$213.2	\$195.0	\$205.4

2. Revenues by geographic area (based on location of customer) are as follows (in millions):

	2000				2001	
	Q1	Q2	Q3	Q4	Q1	Q2
Domestic	\$139.5	\$150.7	\$152.9	\$172.1	\$156.8	\$166.1
International	38.1	42.4	41.8	41.1	38.2	39.3
	\$177.6	\$193.1	\$194.7	\$213.2	\$195.0	\$205.4

3. Check volume in dollars are as follows (in billions):

	2000				2001	
	Q1	Q2	Q3	Q4	Q1	Q2
Domestic	\$ 5.6	\$ 6.2	\$ 6.0	\$ 7.8	\$ 6.1	\$ 6.8
International	0.8	0.8	0.8	0.9	0.8	0.8
	\$ 6.4	\$ 7.0	\$ 6.8	\$ 8.7	\$ 6.9	\$ 7.6
Guarantee	\$ 4.8	\$ 5.2	\$ 5.0	\$ 6.2	\$ 5.0	\$ 5.4
Verification	1.6	1.8	1.8	2.5	1.9	2.2
	\$ 6.4	\$ 7.0	\$ 6.8	\$ 8.7	\$ 6.9	\$ 7.6

4. Number of cards and accounts processed (end of period) are as follows (in millions):

	2000				2001	
	Q1	Q2	Q3	Q4	Q1	Q2
Cards:						
Domestic	22.5	22.5	22.2	21.8	20.9	21.4
International	8.5	9.4	11.0	13.3	14.0	16.0
	31.0	31.9	33.2	35.1	34.9	37.4
Accounts:						
Domestic	17.0	17.0	16.8	16.6	16.0	16.4
International	7.6	8.4	9.8	11.8	12.5	14.3
	24.6	25.4	26.6	28.4	28.5	30.7

5. Merchant volumes in dollars and number of transactions are as follows:

	2000				2001	
	Q1	Q2	Q3	Q4	Q1	Q2
Dollars (in billions)	\$ 1.6	\$ 1.6	\$ 1.7	\$ 1.9	\$ 1.9	\$ 2.1
Number of Transactions (in millions)	15.7	16.2	17.0	15.2	25.0	27.4

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits:

The following exhibits are filed with this Report:

Exhibit No.	Description
10.1	Master Agreement previously filed as Exhibit 10.27 on Form 10-K filed March 30, 2000 by Equifax Inc. (SEC file no. 001-06605) and incorporated by reference. (Document omits information pursuant to a Request for Confidential Treatment granted under Rule 24b-2 of the Securities Exchange Act of 1934.)
10.2	Transaction Document #1 previously filed as Exhibit 10.26 on Form 10-K filed March 30, 2000 by Equifax Inc. (SEC file no. 001-06605) and incorporated by reference. (Document omits information pursuant to a Request for Confidential Treatment granted under Rule 24b-2 of the Securities Exchange Act of 1934. )
10.3	Assignment and Assumption of Lease and Other Operative Documents, dated June 25, 2001, among Equifax Inc., Certegy Inc., Prefco VI Limited Partnership, Atlantic Financial Group, Ltd. and SunTrust Bank.
10.4	Amended and Restated 364-Day Revolving Credit Agreement, dated July 6, 2001, among Certegy Inc., SunTrust Bank, Wachovia Bank, N.A., Fleet National Bank, and Bank of America, N.A.
10.5	Amended and Restated Revolving Credit Agreement, dated July 6, 2001, among Certegy Inc., SunTrust Bank, Wachovia Bank, N.A., Fleet National Bank, and Bank of America, N.A.
10.6	\$130,000,000 Credit Agreement, dated June 29, 2001, between Certegy Inc. and First Union National Bank.
10.7	Acquisition Agreement, dated May 24, 2001, among Equifax Payment Services, Inc., Equifax Do Brasil Holdings Ltda., Andrade Gutierrez Telecomunicacoes Ltda., Andrade Gutierrez S.A., Construtora Andrade Gutierrez S.A. and Unnisa-Solucoes Em Meios De Pagamento Ltda.
10.8	Acquisition Agreement, dated May 24, 2001, among Equifax Payment Services, Inc., Equifax Do Brasil Holdings Ltda., Socma Americana S.A., Sideco Do Brasil S.A. and Unnisa-Solucoes Em Meios De Pagamento Ltda.
2.1	Distribution Agreement, Plan of Reorganization and Distribution, dated as of June 30, 2001, between Equifax Inc. and Certegy Inc., previously filed as an Exhibit on Form 8-K filed July 20, 2001 (SEC file no. 001-16427) and incorporated by reference.

- 10.9 Tax Sharing and Indemnification Agreement, dated as of June 30, 2001, between Equifax Inc. and Certegy Inc., previously filed as an Exhibit on Form 8-K filed July 20, 2001 (SEC file no. 001-16427) and incorporated by reference.
- 10.10 Employee Benefits Agreement, dated as of June 30, 2001, between Equifax Inc. and Certegy Inc., previously filed as an Exhibit on Form 8-K filed July 20, 2001 (SEC file no. 001-16427) and incorporated by reference.

(b) Reports on Form 8-K:

None

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: August 14, 2001  
-----

CERTEGY INC.

/s/ Lee A. Kennedy  
-----

Its: President and Chief Executive Officer  
(duly authorized officer)

/s/ Michael T. Vollkommer  
-----

Corporate Vice President and Chief Financial  
Officer

(Florida)

ASSIGNMENT AND ASSUMPTION OF LEASE  
AND OTHER OPERATIVE DOCUMENTS

This Assignment and Assumption of Lease and other Operative Documents (this "Assignment") is made and entered into as of this 25th day of June, 2001, -----  
by and among Equifax Inc., a Georgia corporation ("Assignor"), Certegy Inc., a -----  
Georgia corporation formerly known as Equifax PS, Inc. ("Assignee"), Prefco VI -----  
Limited Partnership, a Connecticut partnership (the "Lessor"), Atlantic -----  
Financial Group, Ltd., a Texas limited partnership ("AFG"), SunTrust Bank, a -----  
Georgia banking corporation, as Agent (the "Agent") and as Lender (the -----  
"Lender").  
-----

RECITALS:

A. Assignor, the Lessor, AFG, the Lender and the Agent are parties to that certain Master Agreement dated as of December 30, 1999 (as heretofore amended from time to time, the "Master Agreement") relating to the lease of a property -----  
in Florida to Assignor by Lessor pursuant to the Lease Agreement dated as of December 30, 1999 (as heretofore amended from time to time, the "Lease") between -----  
the Lessor and Assignor. Assignor provided its Guaranty dated as of December 30, 1999 (the "Operative Guaranty") in favor of the Lessor, the Agent and the Lease -----  
Participant. The Lender has provided funding to the Lessor in connection with the Operative Documents pursuant to the Loan Agreement dated as of December 30, 1999 (as heretofore amended from time to time, the "Loan Agreement", and -----  
together with the Master Agreement, the Lease, the Operative Guaranty and certain other documents are the Operative Documents as defined in the Master Agreement) among the Lessor, the Agent and the Lease Participant. Capitalized terms not otherwise defined herein are used herein as defined in the Master Agreement.

B. The Lease relates to the Land described on Exhibit A hereto and any -----  
Building and other improvements thereon and including the Lessor's benefits and rights under the Honeywell Lease (the "Leased Property"). The Lease was recorded -----  
on January 3, 2000 in the Pinellas County, Florida Off. Rec. Book 10772 Pages 1833 to 1910.

C. In connection with a special distribution (the "Spin-Off") by Assignor -----  
of all of the shares of Assignee declared June 11, 2001 with a record date of June 27, 2001 and agreed distribution date of July 7, 2001, Assignor is directly or indirectly transferring to Assignee all of Assignor's right, title and interest in and to all of the material assets of Assignor's payment services business (the "Property"), substantially as described in that certain -----  
registration statement on Form 10 filed by Assignee with the Securities and Exchange Commission on April 3, 2001, as amended on May 18, 2001 and June 11, 2001 ("Form 10 Filing").

D. In connection with the aforesaid transfer of the Property, (i) Assignor desires to assign to Assignee all of Assignor's right, title and interest as Lessee in and to the Lease and the other Operative Documents, and (ii) Assignee desires to accept such assignment and to assume, and agrees to perform, subject to the terms and conditions hereof, all of Assignor's duties, obligations and liabilities as Lessee under the Operative Documents.

NOW THEREFORE, for and in consideration of the mutual premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee, the Lessor, the Agent and the Lease Participant hereby agree as follows:

1. Effective as of the "Effective Time", as defined in the Distribution Agreement Plan of Reorganization and Distribution included in the Form 10 Filing (the "Distribution Agreement"), Assignor does hereby sell, assign, convey and transfer all of its right, title and interest as Lessee in and to the Lease and the other Operative Documents to Assignee.

2. Assignee hereby accepts the foregoing assignment and assumes and agrees to perform, subject to the terms and conditions hereof, all of Assignor's duties, obligations, and liabilities as Lessee under the Lease and the other Operative Documents, whenever arising.

3. Assignor agrees to indemnify Assignee, and Assignee agrees to indemnify Assignor with respect to matters relating to the Lease and the other Operative Documents in accordance with the Distribution Agreement between such parties related to the Spin-Off.

4. Assignor shall have no further duty or obligation under the Operative Documents (including, without limitation, the Operative Guaranty) and Assignor shall be released from all duties and obligations thereunder upon the effectiveness of this Assignment pursuant to Section 7 hereof.

5. The parties hereto hereby agree that the consummation of the transactions contemplated by the Form 10 Filing (including the assignment of the Operative Documents contemplated hereby) shall not constitute a default or breach of any of the obligations of the respective parties to the Operative Documents. The parties hereto further acknowledge that the Assignee and certain of its subsidiaries are now, or will hereafter become, obligated under the following credit facilities, and agree that the incurrence and performance of such obligations shall not constitute a default or breach of any of the obligations of the respective parties to the Operative Documents:

(i) Revolving credit facilities in an aggregate amount of up to \$400,000,000 with SunTrust Bank, as the initial agent thereunder, as the same may be amended, restated or refinanced from time to time; and

(ii) Revolving credit facilities in an aggregate amount of up to \$180,000,000 with First Union National Bank (or such other lender as selected by Assignee), as the same may be amended, restated or refinanced from time to time.

6. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and the provisions hereof are solely for the benefit of the parties hereto and their respective successors and assigns and not any other person; and, without limiting the generality of the foregoing, no other person shall be



deemed to be a third party beneficiary hereof or shall have any right or remedy hereunder or with respect to any provision hereof.

7. This Assignment shall be effective with respect to the Assignor, the Assignee, the Lessor, the Agent and the Lease Participant as of the Effective Time. Notwithstanding the foregoing, the release of Assignor hereunder pursuant to Section 4 shall be conditioned on the execution and delivery of the following documents by the respective parties thereto no later than July 31, 2001, and Assignor and Assignee will provide the same as indicated below:

(a) Assignee's Resolutions and Incumbency Certificate, etc. Each of

-----  
the Agent and the Lessor shall have received (x) a certificate of the Secretary or an Assistant Secretary of the Assignee, attaching and certifying as to (i) the Board of Directors' or other authorizing resolution duly authorizing the execution, delivery and performance by it of this Assignment, (ii) the incumbency and signatures of persons authorized to execute and deliver such documents on its behalf, (iii) its articles of incorporation, certified as of a recent date by the Secretary of State of the state of its incorporation, (iv) its by-laws and (v) the Distribution Agreement, and (y) good standing certificates for the Assignee from the appropriate offices of the States of such Person's incorporation and principal place of business.

(b) Evidence of Insurance. The Lessor and the Agent shall have

-----  
received from the Assignee certificates of insurance evidencing compliance with the provisions of Article VIII of the Lease (including the naming of the Lessor, the Agent and the Lender as additional insured or loss payee with respect to such insurance), in form and substance reasonably satisfactory to the Lessor and the Agent.

(c) UCC Financing Statement; Recording Fees; Transfer Taxes. Each

-----  
Funding Party shall have received satisfactory evidence of (i) the execution and delivery to Agent of a UCC-1 and UCC-2 financing statement to be filed with the Secretary of State of Florida (or other appropriate filing office) and Pinellas County, Florida, and such other Uniform Commercial Code financing statements as any Funding Party deems necessary or desirable in order to protect such Funding Party's interests and (ii) the payment of all recording and filing fees and taxes with respect to any recordings or filings made of this Assignment.

(d) Opinion. The opinions of the general counsel and the special

-----  
counsel for the Assignee in the forms attached hereto as Exhibits B and C, respectively, with such changes thereto as may be satisfactory to the Lessor and the Agent.

(e) Confirmation. The confirmation by the Assignor and the Assignee

-----  
of the occurrence of the "Effective Time" and the "Distribution Date", each as defined in the Distribution Agreement.

Upon receipt of the foregoing, the respective recipients thereof will, on request, acknowledge receipt to Assignor and Assignee.

8. The Assignee represents and warrants to each of the other parties hereto as follows:

(a) Corporate Existence and Power. The Assignee is a corporation

-----  
duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, is duly qualified to transact business in every jurisdiction where the failure to qualify would have a Material Adverse Effect, and has all corporate powers and all governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) Corporate and Governmental Authorization; No Contravention. The

-----  
execution, delivery and performance by the Assignee of this Assignment (i) are within the Assignee's corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) require no action by or in respect of or filing with, any governmental body, agency or official, (iv) do not contravene, or constitute a default under, any provision of applicable law or regulation or of the certificate of incorporation or by-laws of the Assignee or of any agreement, judgment, injunction, order, decree or other instrument binding upon the Assignee or any of the Subsidiaries, and (v) do not result in the creation or imposition of any Lien on any asset of the Assignee or any of the Subsidiaries.

(c) Binding Effect. This Assignment constitutes a valid and binding

-----  
agreement of the Assignee, enforceable in accordance with its terms, provided that the enforceability hereof and thereof is subject in each -----  
case to general principles of equity and to bankruptcy, insolvency and similar laws affecting the enforcement of creditors' rights generally.

(d) No Litigation. There is no action, suit or proceeding pending

-----  
against or affecting the Assignee or any of the Subsidiaries before any court or arbitrator or any governmental body, agency or official which could reasonably be expected to have a Material Adverse Effect.

(e) Investment Company Act. Neither the Assignee nor any Subsidiary

-----  
is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(f) Public Utility Holding Company Act. Neither the Assignee nor any

-----  
Subsidiary is a "holding company", or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company", as such terms are defined in the Public Utility Holding Company Act of 1935, as amended.

(g) No Events. (i) No Event of Default, Potential Event of Default,

-----  
Event of Loss or Event of Taking relating to the Leased Property shall have occurred and be continuing, (ii) no action shall be pending or threatened by a Governmental Authority to

initiate a Condemnation or an Event of Taking, and (iii) there shall not have occurred any event that could reasonably be expected to have a Material Adverse Effect since March 31, 1997.

9. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF GEORGIA, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES OF SUCH STATE, EXCEPT AS TO MATTERS RELATING TO THE ASSIGNMENT OF THE LEASEHOLD ESTATE HEREUNDER, AND THE EXERCISE OF RIGHTS AND REMEDIES WITH RESPECT THERETO, WHICH SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF FLORIDA.

10. The Assignee hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Assignment or any other Operative Document, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of Georgia sitting in Fulton County, Georgia, the courts of the United States of America for the Northern District of Georgia, and appellate courts from any thereof;

(b) consents that any such action or proceedings may be brought to such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at Certegy Inc., 11720 Amberpark Drive, Suite 600, Alpharetta, Georgia 30004, Attention: Bruce S. Richards, Corporate Vice President, General Counsel and Secretary with a copy to: Certegy Inc., P.O. Box 349, Alpharetta, Georgia 30009, Attention: Michael T. Vollkommer, Corporate Vice President and Chief Financial Officer or at such other address of which the other parties hereto shall have been notified pursuant to Section 8.2 of the Master Agreement; and

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

11. As herein amended, the Operative Documents shall remain in full force and effect and are hereby ratified and confirmed in all respects. After the Effective Time hereof, (i) all references in the Master Agreement or any other Operative Document to the "Master Agreement" or another Operative Document shall refer to the Master Agreement, as amended hereby, or such other Operative Agreement, as amended hereby and (ii) all references in any Operative Document to the "Lessee" or "Guarantor" shall be deemed to be references to the Assignee. This Assignment shall for all purposes be deemed to be an Operative Document under the Master Agreement.

12. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Assignment by signing any such counterpart.

13. Without limiting its obligations under Section 8.8 of the Master Agreement, the Assignee agrees to pay the actual reasonable costs and expenses of the Agent (including, without limitation, reasonable fees and disbursements of counsel to the Agent, actually incurred) in connection with the preparation, execution and delivery of this Assignment.

14. This Assignment shall be binding upon the parties to the Master Agreement, the Lease and the other Operative Documents and their respective successors and assigns.

15. Any provision in this Assignment that is held to be inoperative, unenforceable or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability or validity of that provision in any other jurisdiction, and to this end the provisions of this Assignment are declared to be severable.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed and delivered and attested by an officer thereunto duly authorized as of the day and year first above written.

ASSIGNOR:

EQUIFAX INC.

By: /s/ Kent E. Mast

-----  
Name: Kent E. Mast

-----  
Title: Vice President,  
General Counsel and Secretary  
-----

Witnessed By:

/s/ Kristin L. Ray

-----  
Name: Kristin L. Ray

/s/ W. Stanley Blackburn

-----  
Name: W. Stanley Blackburn  
-----

Florida

IN WITNESS WHEREOF, the Assignee has caused this Assignment to be duly executed and delivered and attested by an officer thereunto duly authorized as of the day and year first above written.

ASSIGNEE:

CERTEGY INC.

By: /s/ Bruce S. Richards

-----  
Name: Bruce S. Richards  
Title: Vice President and Assistant  
Secretary

Witnessed By:

/s/ Kristin L. Ray

-----  
Name: Kristin L. Ray  
-----

/s/ W. Stanley Blackburn

-----  
Name: W. Stanley Blackburn  
-----

Florida

IN WITNESS WHEREOF, the Lessor has caused this Assignment to be duly executed and delivered and attested by an officer thereunto duly authorized as of the day and year first above written.

LESSOR:

PREFCO VI LIMITED PARTNERSHIP

By: AFG PREFCO GP, LLC, a Texas limited liability company, as general partner

By: /s/ Stephen S. Brookshire  
-----

Name: Stephen S. Brookshire  
-----

Title: President  
-----

Witnessed By:

/s/ Tiajuana Williams  
-----

Name: Tiajuana Williams  
-----

-----  
Name:  
-----

Florida

IN WITNESS WHEREOF, the Agent and Lease Participant have caused this Assignment to be duly executed and delivered and attested by an officer thereunto duly authorized as of the day and year first above written.

AGENT AND LENDER

SUNTRUST BANK

By: /s/ Brian K. Peters  
-----  
Name: Brian K. Peters  
-----  
Title: Managing Director  
-----

Witnessed By:

/s/ Richard M. Abramson  
-----  
Name: Richard M. Abramson  
-----

-----  
Name:  
-----

Florida



STATE OF Georgia )  
----- ) ss.  
COUNTY OF Fulton )  
-----

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Kent E. Mast, to me known to be the Vice President, General Counsel and Secretary of EQUIFAX INC., a Georgia corporation, who is described in and who executed the foregoing instrument and who is either personally known to me or produced \_\_\_\_\_ as identification, and who acknowledged before me that he executed the same for the purposes expressed therein.

WITNESS my hand and official seal in the county and state aforesaid this 26th day of June, 2001.

[Notary Seal]

/s/ Joyce Simmons  
-----  
(Notary Public)

My commission expires: 03/15/02  
-----

Florida

STATE OF Georgia )  
 ) ss.  
COUNTY OF Fulton )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Bruce S. Richards, to me known to be the Vice President and Assistant Secretary of CERTEGY INC., a Georgia corporation, who is described in and who executed the foregoing instrument and who is either personally known to me or produced \_\_\_\_\_ as identification, and who acknowledged before me that he executed the same for the purposes expressed therein.

WITNESS my hand and official seal in the county and state aforesaid this 26th day of June, 2001.

[Notary Seal]

/s/ Joyce Simmons  
-----  
(Notary Public)

My commission expires: 03/15/02  
-----

Florida

STATE OF Georgia                    )  
  )  ss.  
COUNTY OF Fulton                 )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Brian K. Peters, to me known to be the Managing Director of SUNTRUST BANK, a Georgia corporation, who is described in and who executed the foregoing instrument and who is either personally known to me or produced n/a as identification, and who acknowledged before me that he executed the same for the purposes expressed therein.

WITNESS my hand and official seal in the county and state aforesaid this 25th day of June, 2001.

[Notary Seal]

  /s/ Shana Chapman  
-----  
  (Notary Public)

My commission expires: March 1, 2002  
-----

Florida

STATE OF TEXAS                    )  
                                      ) ss.  
COUNTY OF DALLAS                )

The foregoing instrument was acknowledged before me this 22nd day of June, 2001, by Stephen S. Brookshire, President of AFG PREFCO GP, LLC, a Texas limited liability company, as general partner of PREFCO VI LIMITED PARTNERSHIP, a Connecticut limited partnership, on behalf of said company as general partner of said partnership. He is personally known to me.

WITNESS my hand and official seal in the county and state aforesaid this 22nd day of June, 2001.

[Notary Seal]

                                      /s/ Lisa M. Williams  
-----  
                                      (Notary Public)

My commission expires:     12/17/01  
-----

Florida

EXHIBIT A

-----

Legal Description

-----

Lots 1, Block 1, ROOSEVELT CENTRE SECOND REPLAT, according to map or plat thereof recorded in Plat Book 107, page 73, of the public records of Pinellas County, Florida

=====

LEASE AGREEMENT

Dated as of December 30, 1999

between

PREFCO VI LIMITED PARTNERSHIP, as Lessor,

and

EQUIFAX INC., as Lessee

[Florida Property]

=====

THIS LEASE AGREEMENT IS GIVEN IN CONNECTION WITH A SYNTHETIC LEASE TRANSACTION IN WHICH A MORTGAGE AND SECURITY AGREEMENT, A COLLATERAL ASSIGNMENT OF THIS LEASE, AND THIS LEASE WILL BE RECORDED AS PART OF A SINGLE TRANSACTION. PAYMENTS DUE UNDER THE LEASE WILL BE MADE BY THE LESSEE TO THE MORTGAGEE RATHER THAN THE MORTGAGOR, IN SATISFACTION OF MORTGAGOR'S LOAN OBLIGATIONS TO MORTGAGEE, AS PROVIDED IN THE COLLATERAL ASSIGNMENT OF LEASE. DOCUMENTARY STAMP TAXES ARE BEING PAID UPON RECORDATION OF THE MORTGAGE IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TABLE OF CONTENTS  
(Lease Agreement)

Page

APPENDIX A  
to  
Master Agreement (Florida Property), Lease,  
and Loan Agreement  
-----

DEFINITIONS AND INTERPRETATION

A. Interpretation. In each Operative Document, unless a clear contrary intention appears:

- (i) the singular number includes the plural number and vice versa;  
-----
- (ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by the Operative Documents;
- (iii) reference to any gender includes each other gender;
- (iv) reference to any agreement (including any Operative Document), document or instrument means such agreement, document or instrument as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms of the other Operative Documents and reference to any promissory note includes any promissory note which is an extension or renewal thereof or a substitute or replacement therefor;
- (v) reference to any Applicable Law means such Applicable Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder and reference to any section or other provision of any Applicable Law means that provision of such Applicable Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;
- (vi) reference in any Operative Document to any Article, Section, Appendix, Schedule or Exhibit means such Article or Section thereof or Appendix, Schedule or Exhibit thereto;  
-----
- (vii) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to an Operative



Document as a whole and not to any particular Article, Section or other  
-----  
provision hereof;

(viii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

(ix) "or" is not exclusive;

(x) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and

(xi) "knowledge" and "becomes aware" or words of similar meaning means, with respect to the Lessee or any Subsidiary, that a Principal Officer (A) has actual knowledge of such matters, or (B) from all the facts and circumstances actually known to him at the time in question he has reason to know such matters exist.

B. Accounting Terms. Unless otherwise specified in any Operative  
-----

Document, all terms of an accounting character used in any Operative Document shall be interpreted, all accounting determinations under any Operative Document shall be made, and all financial statements required to be delivered under any Operative Document shall be prepared, in accordance with GAAP, applied on a basis consistent (except for changes concurred in by the Lessee's and its Consolidated Subsidiaries' independent public accountants or otherwise required by a change in GAAP) with the most recent audited consolidated financial statements of the Lessee and its Consolidated Subsidiaries delivered to the Funding Parties, unless with respect to any such change concurred in by the Lessee's independent public accountants or required by GAAP in determining compliance with any of the provisions of any of the Operative Documents: (i) the Lessee shall have objected to determining such compliance on such basis at the time of delivery of such financial statements, or (ii) the Required Funding Parties shall so object in writing within 30 days after the delivery of such financial statements, in either of which events such calculations shall be made on a basis consistent with those used in the preparation of the latest financial statements as to which such objection shall not have been made (which, if objection is made in respect of the first financial statements delivered under Section 5.1 of the Master Agreement, shall mean the financial statements referred to in Section 4.1(d) of the Master Agreement).

C. Conflict in Operative Documents. If there is any conflict between  
-----

any Operative Documents, such Operative Documents shall be interpreted and construed, if possible, so as to avoid or minimize such conflict but, to the extent (and only

to the extent) of such conflict, the Master Agreement shall prevail and control.

D. Legal Representation of the Parties. The Operative Documents were  
-----

negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring the Operative Document to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

E. Defined Terms. Unless a clear contrary intention appears, terms  
-----

defined herein have the respective indicated meanings when used in each Operative Document.

"A Loan" means the A Percentage of Loans made by Lenders pursuant to  
-----

the Loan Agreement and the Master Agreement.

"A Note" is defined in Section 2.2 of the Loan Agreement.  
-----

"A Percentage" means 78%.  
-----

"Accounts Management Assets and Liabilities" has the meaning set forth  
-----

in the CSC Agreement.

"Address" means with respect to any Person, its address set forth in  
-----

Schedule 8.2 to the Master Agreement or such other address as it shall have identified to the parties to the Master Agreement in writing.

"Adjusted London Interbank Offered Rate" applicable to any Rent Period  
-----

means a rate per annum equal to the quotient obtained (rounded upwards, if necessary, to the next higher 1/100th of 1%) by dividing (i) the applicable London Interbank Offered Rate for such Rent Period by (ii) 1.00 minus the Euro-Dollar Reserve Percentage.

"Affected Funding Party" is defined in Section 7.7(d) of the Master  
-----

Agreement.

"Affiliate" of any relevant Person means (i) any Person that directly,  
-----

or indirectly through one or more intermediaries, controls the relevant Person (a "Controlling Person"), (ii) any Person (other than the relevant Person or a Subsidiary of the relevant Person) which is controlled by or is under common control with a Controlling Person, or (iii) any Person (other than a Subsidiary of the relevant Person) of which the relevant Person owns, directly or indirectly, 20% or more of the common stock or equivalent equity interests. As used herein, the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of

a Person, whether through the ownership of voting securities, by contract or otherwise.

"AFG" is defined in the preamble of the Master Agreement.

---

"After-Tax Basis" means (a) with respect to any payment to be received

-----

by an Indemnitee (which, for purposes of this definition, shall include any Tax Indemnitee), the amount of such payment supplemented by a further payment or payments so that, after deducting from such payments the amount of all Taxes (net of any current credits, deductions or other Tax benefits arising from the payment by the Indemnitee of any amount, including Taxes, for which the payment to be received is made) imposed currently on the Indemnitee by any Governmental Authority or taxing authority with respect to such payments, the balance of such payments shall be equal to the original payment to be received and (b) with respect to any payment to be made by any Indemnitee, the amount of such payment supplemented by a further payment or payments so that, after increasing such payment by the amount of any current credits or other Tax benefits realized by the Indemnitee under the laws of any Governmental Authority or taxing authority resulting from the making of such payments, the sum of such payments (net of such credits or benefits) shall be equal to the original payment to be made; provided, however, for the purposes of this definition, and for purposes of any

-----

payment to be made to either the Lessee or an Indemnitee on an after-tax basis, it shall be assumed that (i) federal, state and local taxes are payable at the highest combined marginal federal and state statutory income tax rate (taking into account the deductibility of state income taxes for federal income tax purposes) applicable to corporations from time to time and (ii) such Indemnitee or the Lessee has sufficient income to utilize any deductions, credits (other than foreign tax credits, the use of which shall be determined on an actual basis) and other Tax benefits arising from any payments described in clause (b) of this definition.

"Agent" means SunTrust Bank, Atlanta, a Georgia banking corporation, in

-----

its capacity as agent under the Master Agreement and the Loan Agreement.

"Alterations" means fixtures, alterations, improvements, modifications

-----

and additions to the Leased Property.

"Alternative Rate" means, for any period, an interest rate per annum

-----

equal to the rate of interest most recently announced by the Agent in Atlanta, Georgia from time to time as its prime lending rate (or other comparable reference rate) for calculating interest on certain loans, which need not be the lowest interest rate charged by such bank. If such prime lending rate or equivalent of such bank changes from time to time after the date

hereof, the Alternative Rate shall be automatically increased or decreased, as the case may be, without notice to the Lessee as of the effective time of each change in such prime lending rate or equivalent.

"Applicable Law" means all existing and future applicable laws

-----  
(including Environmental Laws), rules, regulations (including proposed, temporary and final income tax regulations), statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of and interpretations by, any Governmental Authority, and applicable judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including those pertaining to health, safety or the environment (including, without limitation, wetlands) and those pertaining to the construction, use or occupancy of the Leased Property) and any restrictive covenant or deed restriction or easement of record affecting the Leased Property.

"Appraisal" is defined in Section 5.21 of the Master Agreement.

-----  
"Appraiser" means an MAI appraiser satisfactory to the Agent and the

-----  
Lessor.

"Assignment Agreement" means with respect to the partnership interests

-----  
in the Lessor the instruments assigning such interests to AFG PREFCO GP, LLC and AFG PREFCO, LLC.

"Assignment of Lease and Rents" means the Assignment of Lease and

-----  
Rents, dated as of the Closing Date, from the Lessor to the Agent.

"Authority" is defined in Section 7.6 of the Master Agreement.

-----  
"Authorized Officer" means (i) any of the following officers of the

-----  
Lessee: Chairman, President, Executive Vice Presidents, Senior Vice Presidents, Chief Financial Officer, Treasurer, Assistant Treasurer and Corporate Controller, and (ii) any other officers of the Lessee as the Lessee may notify the Agent in writing from time to time.

"Awards" means any award or payment received by or payable to the

-----  
Lessor or the Lessee on account of any Condemnation or Event of Taking (less the actual costs, fees and expenses incurred in the collection thereof, for which the Person incurring the same shall be reimbursed from such award or payment).

"B Loan" means the B Percentage of Loans made by a Lender pursuant to  
-----  
the Loan Agreement and the Master Agreement.

"B Note" is defined in Section 2.2 of the Loan Agreement.  
-----

"B Percentage" means 18.5%.  
-----

"Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended.  
-----

"Base Term" means, with respect to the Leased Property, (a) the period  
-----  
commencing on the Closing Date and ending on May 29, 2009 or (b) such shorter  
period as may result from earlier termination of the Lease as provided therein.

"Basic Rent" means, for any Lease Term, the rent payable pursuant to  
-----  
Section 3.1 of the Lease, determined in accordance with the following: each  
installment of Basic Rent payable on any Payment Date shall be in an amount  
equal to the sum of (A) the aggregate amount of Lender Basic Rent payable on  
such Payment Date, plus (B) the aggregate amount of Lessor Basic Rent payable on  
such Payment Date, in each case for the Leased Property or Properties that are  
then subject to the Lease.

"Board of Directors", with respect to a corporation, means either the  
-----  
Board of Directors or any duly authorized committee of that Board which pursuant  
to the by-laws of such corporation has the same authority as that Board as to  
the matter at issue.

"Building" means the buildings, structures and improvements located or  
-----  
to be located on the Land, along with all fixtures used or useful in connection  
with the operation of the Leased Property, including, without limitation, all  
furnaces, boilers, compressors, elevators, fittings, pipings, connectives,  
conduits, ducts, partitions, equipment and apparatus of every kind and  
description now or hereafter affixed or attached or used or useful in connection  
with the Building, all equipment financed by the Lessor and/or the Lenders and  
all Alterations (including all restorations, repairs, replacements and  
rebuilding of such buildings, improvements and structures) thereto (but in each  
case excluding trade fixtures financed other than by the Lessor or the Lenders).

"Business Day" means any day other than a Saturday, Sunday or other day  
-----  
on which banks are required or authorized to be closed for business in Atlanta,  
Georgia.

"Capital Stock" means any nonredeemable capital stock of a Person (to  
-----  
the extent issued to another Person), whether common or preferred.

"Cash Flow" means the sum of the Lessee's and its Consolidated  
-----  
Subsidiaries', for any applicable period, (i) Consolidated Net Income, plus (ii)  
-----  
Consolidated Interest Expense, plus (iii) income taxes, plus (iv) depreciation  
-----  
and amortization, all as determined on a consolidated basis in accordance with  
GAAP.

"Casualty" means an event of damage or casualty relating to all or part  
-----  
of the Leased Property that does not constitute an Event of Loss.

"CERCLA" means the Comprehensive Environmental Response Compensation  
-----  
and Liability Act, 42 U.S.C.ss.9601 et. seq. and its implementing regulations  
and amendments.

"CERCLIS" means the Comprehensive Environmental Response Compensation  
-----  
and Liability Inventory System established pursuant to CERCLA.

"Change of Law" is defined in Section 7.6 of the Master Agreement.  
-----

"Claims" means liabilities, obligations, damages, losses, demands,  
-----  
penalties, fines, claims, actions, suits, judgments, proceedings, settlements,  
utility charges, costs, expenses and disbursements (including, without  
limitation, reasonable legal fees and expenses) of any kind and nature  
whatsoever.

"Closing Date" means the date on which the initial Funding occurs under  
-----  
the Master Agreement.

"Commitment" means as to each Funding Party, its obligation to make  
-----  
Fundings as investments in the Leased Property, or to make Loans to the Lessor  
in an aggregate amount not to exceed at any one time outstanding the amount set  
forth for such Funding Party on Schedule 2.2 to the Master Agreement (as it may  
be adjusted from time to time pursuant to Section 6 of the Master Agreement).

"Commitment Percentage" means as to any Funding Party, at a particular  
-----  
time, the percentage of the aggregate Commitments in effect at such time  
constituted by such Funding Party's Commitment, as such percentage is shown for  
such Funding Party on Schedule 2.2 to the Master Agreement (as it may be  
adjusted from time to time pursuant to Section 6 of the Master Agreement).

"Compliance Certificate" shall have the meaning set forth in Section  
-----  
5.1 of the Master Agreement.

"Condemnation" means any condemnation, requisition, confiscation,  
-----  
seizure or other taking or sale of the use,

occupancy or title to the Leased Property or any part thereof in, by or on account of any actual eminent domain proceeding or other action by any Governmental Authority or other Person under the power of eminent domain or any transfer in lieu of or in anticipation thereof, which in any case does not constitute an Event of Taking. A Condemnation shall be deemed to have "occurred" on the earliest of the dates that use, occupancy or title is taken.

"Consolidated Companies" means, collectively, Lessee and all of its  
-----  
Subsidiaries.

"Consolidated Debt" means at any date the Debt of the Lessee and its  
-----  
Consolidated Subsidiaries, determined on a consolidated basis as of such date.

"Consolidated Funded Debt" means, with respect to the Lessee and its  
-----  
Consolidated Subsidiaries at any date and as determined on a consolidated basis, the sum (without duplication) of (i) Long-Term Debt, plus (ii) capital leases (excluding any Synthetic Lease), plus (iii) Current Maturities of Long-Term Debt, plus (iv) Short-Term Debt, plus (v) all Debt Guaranteed by the Lessee or any of its Consolidated Subsidiaries (other than Debt of the Lessee or any of its Consolidated Subsidiaries).

"Consolidated Interest Expense" for any period means interest, whether  
-----  
expensed or capitalized, in respect of Debt of the Lessee or any of its Consolidated Subsidiaries outstanding during such period.

"Consolidated Net Income" means, for any period, the Net Income of the  
-----  
Lessee and its Consolidated Subsidiaries determined on a consolidated basis, but excluding (i) extraordinary items and (ii) any equity interests of the Lessee or any Subsidiary in the unremitted earnings of any Person that is not a Subsidiary.

"Consolidated Net Tangible Assets" means, at any time, Consolidated  
-----  
Total Assets, less the sum of the value, as set forth or reflected on the most recent consolidated balance sheet of the Lessee and its Consolidated Subsidiaries, prepared in accordance with GAAP, of:

(A) All assets which would be treated as intangible assets for balance sheet presentation purposes under GAAP, excluding "Purchased Data Files", but including without limitation goodwill (as determined by the Lessee in a manner consistent with its past accounting practices and in accordance with GAAP), trademarks, tradenames, copyrights, patents and technologies, and unamortized debt discount and expense;

(B) To the extent not included in (A) of this definition, any amount at which shares of Capital Stock of the Lessee appear as an asset on the balance sheet of its Consolidated Subsidiaries; and

(C) To the extent not included in (A) of this definition, deferred expenses.

"Consolidated Operating Profits" means, for any period, the Operating Profits of the Lessee and its Consolidated Subsidiaries.

"Consolidated Subsidiary" means at any date any Subsidiary or other entity the accounts of which, in accordance with GAAP, would be consolidated with those of the Lessee in its consolidated financial statements as of such date.

"Consolidated Total Assets" means, at any time, the total assets of the Lessee and its Consolidated Subsidiaries, determined on a consolidated basis, as set forth or reflected on the most recent consolidated balance sheet of the Lessee and its Consolidated Subsidiaries, prepared in accordance with GAAP.

"Contractual Obligation" of any Person means any provision of any security issued by such Person or of any agreement, instrument or undertaking under which such Person is obligated or by which it or any of the property owned by it is bound.

"Controlled Group" means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Lessee are treated as a single employer under Section 414 of the Tax Code.

"Credit Agreement" means the Credit Agreement dated as of November 21, 1997 among the Lessee, certain Wholly Owned Subsidiaries of the Lessee, the banks party thereto and Wachovia Bank, N.A. as agent.

"CSC" means Computer Sciences Corporation, a Texas corporation.

"CSC Agreement" means the Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets, dated as of the 1st day of August, 1988, among The Credit Bureau, Incorporated of Georgia, the Lessee, CSC, CSC Credit Services, Inc., Credit Bureau of Cincinnati, Inc., Credit Bureau of Greater Kansas City, Inc., Johns Holding Company, CSC Credit Services of Minnesota, Inc. and CSC Accounts Management, Inc.

"CSC Put" means either of (i) the giving of any notice to the Lessee or any Affiliate of the Lessee in accordance with the



CSC Agreement which shall require the Lessee or any Affiliate of the Lessee to purchase or otherwise acquire the Accounts Management Assets and Liabilities, or the Subsidiaries' Assets and Liabilities, or both of them; or (ii) the occurrence of an event or series of events which shall result at any time or times in the direct or indirect ownership by the Lessee, any one or more Affiliates of the Lessee, or any combination of the Lessee and any one or more of its Affiliates, of the Accounts Management Assets and Liabilities, or the Subsidiaries' Assets and Liabilities, or both of them.

"Current Maturities of Long Term Debt" means all payments in respect of

-----  
Long Term Debt (other than Debt under the Credit Agreement) that are required to be made within one year from the date of determination, whether or not the obligation to make such payments would constitute a current liability of the obligor under GAAP.

"Debt" of any Person means at any date, without duplication, (i) all

----  
obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, except (A) trade accounts payable arising in the ordinary course of business and (B) any obligation relating to or arising out of the CSC Put prior to the actual payment therefor, (iv) all obligations of such Person as lessee under capital leases (excluding, however, Synthetic Lease), (v) all obligations of such Person to reimburse any bank or other Person in respect of amounts payable under a banker's acceptance, (vi) all Redeemable Preferred Stock of such Person (in the event such Person is a corporation), (vii) all obligations of such Person to reimburse any bank or other Person in respect of amounts paid or to be paid under a letter of credit or similar instrument, (viii) all Debt of others secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person, and (ix) all Debt and other obligations of others Guaranteed by such Person (other than the Debt and other obligations of the Lessee or the Consolidated Subsidiaries of the Lessee Guaranteed by, respectively, the Lessee or the Consolidated Subsidiaries of the Lessee).

"Deed" means, with respect to the remainder interest in the Land, a

----  
Limited Warranty Deed, dated the Closing Date, from the applicable Seller to the Lessor, conveying such Land.

"Dollars" or "\$" means dollars in lawful currency of the United States

-----  
-  
of America.

"Domestic Business Day" means any Business Day other than a Business

-----  
Day on which banks are required or authorized to be closed for business in New York City, New York.

"Eligible Assignee" means any of the following: (i) a commercial bank

-----  
organized under the laws of the United States, or any State thereof, and having total assets in excess of \$100,000,000; (ii) a savings and loan association or savings bank organized under the laws of the United States, or any State thereof, and having total assets in excess of \$100,000,000; (iii) a commercial bank organized under the laws of any other country having total assets in excess of \$100,000,000, provided that such bank is acting through a branch or agency located in the United States; (iv) a finance company, insurance company or other financial institution, lender or fund (whether a corporation, partnership or other entity) which is engaged in making, purchasing or otherwise investing in commercial loans in the ordinary course of its business, and having total assets in excess of at least \$100,000,000; (v) any Funding Party or any Affiliate of any Funding Party; or (vi) any other Person consented to by the Lessee and the Agent, such consent not unreasonably to be withheld.

"Environmental Audit" means, with respect to each parcel of Land, a

-----  
Phase I Environmental Assessment, which meets or exceeds ASTM Standard E1527-97 and is dated no more than 60 days prior to the related Closing Date, by an environmental services firm satisfactory to the Funding Parties.

"Environmental Authority" means any foreign, federal, state, local or

-----  
regional government that exercises any form of jurisdiction or authority under any Environmental Law.

"Environmental Authorizations" means all licenses, permits, orders,

-----  
approvals, notices, registrations or other legal prerequisites for conducting the business of the Lessee or any Consolidated Subsidiary required by any Environmental Law.

"Environmental Judgments and Orders" means all judgments, decrees or

-----  
orders arising from or in any way associated with any Environmental Law, whether or not entered upon consent or written agreements with an Environmental Authority or other entity arising from or in any way associated with any Environmental Law, whether or not incorporated in a judgment, decree or other.

"Environmental Laws" means and include the Resource Conservation and

-----  
Recovery Act of 1976, (RCRA) 42 U.S.C. ss.ss. 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. ss.ss. 9601-9657, (CERCLA), the Clean Air Act, 42 U.S.C.

ss.ss.7401 et seq., the Occupational Safety and Health Act, the Toxic Substances Control Act, the Emergency Planning and Community Right to Know Act and any comparable or implementing federal, state or local environmental laws, ordinances, rules, orders, statutes, decrees, judgments, injunctions, codes and regulations, and any other federal, state or local laws, ordinances, rules, codes and regulations, and any other federal, state or local laws, ordinances, rules, codes and regulations relating to the environment, human health or natural resources or the regulation or control of or imposing liability or standards of conduct concerning human health, the environment, Hazardous Materials or the clean-up or other remediation of the Leased Property, or any part thereof, as any of the foregoing may have been from time to time amended, supplemented or supplanted.

"Environmental Liabilities" means any liabilities, whether accrued,  
-----  
contingent or otherwise, arising from and in any way associated with any Environmental Law.

"Environmental Notices" means notice from any Environmental Authority  
-----  
or by any other person or entity, of possible or alleged noncompliance with or liability under any Environmental Law, including without limitation any complaints, citations, demands or requests from any Environmental Authority or from any other person or entity for correction of any, violation of any Environmental Law or any investigations concerning any violation of any Environmental Law.

"Environmental Permits" means all permits, licenses, authorizations,  
-----  
certificates and approvals of Governmental Authorities required by Environmental Law.

"Environmental Proceedings" means any judicial or administrative  
-----  
proceedings arising from or in any way associated with any Environmental Law.

"Environmental Releases" means releases as defined in CERCLA or under  
-----  
any applicable Environmental Law.

"ERISA" means the Employee Retirement Income Security Act of 1974, as  
-----  
amended and in effect from time to time.

"ERISA Affiliate" means, with respect to any Person, each trade or  
-----  
business (whether or not incorporated) which is a member of a group of which that Person is a member and which is under common control within the meaning of the regulations promulgated under Section 414 of the Tax Code.

"Euro-Dollar Business Day" means any Domestic Business Day on which  
-----  
dealings in Dollar deposits are carried out in the London interbank market.

"Euro-Dollar Reserve Percentage" means for any day that percentage  
-----  
(expressed as a decimal) which is in effect on such day, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the maximum reserve requirement for the Agent (as the same may be adjusted for any other Funding Party in accordance with Section 7.7 of the Master Agreement in respect of "Eurocurrency liabilities" (or in respect of any other category of liabilities which includes deposits by reference to which the interest rate on Euro-Dollar Loans is determined or any category of extensions of credit or other assets which includes loans by a non-United States office of any Funding Party to United States residents). The Adjusted London Interbank Offered Rate shall be adjusted automatically on and as of the effective date of any change in the Euro-Dollar Reserve Percentage.

"Event of Default" means any event or condition designated as an "Event  
-----  
of Default" in Article XII of the Lease.

"Event of Loss" is defined in Section 10.1 of the Lease.  
-----

"Event of Taking" is defined in Section 10.2 of the Lease.  
-----

"Existing Lease" means the Agreement of Sublease between Honeywell and  
-----  
Equifax Payment Services, Inc. dated November 30, 1995.

"Fair Market Rental Value" means, with respect to the Leased Property,  
-----  
the fair market rental value as determined by a qualified certified independent appraiser chosen by the Lessor that would be obtained in an arm's-length lease between an informed and willing lessee and an informed and willing lessor, in either case under no compulsion to lease, and neither of which is related to the Lessor or Lessee for the lease of the Leased Property on the terms set forth, or referred to, in the Lease. Such fair market rental value shall be calculated as the value for the use of the Leased Property to be leased in place at the Land, assuming, in the determination of such fair market rental value, that the Leased Property is in the condition and repair required to be maintained by the terms of the related Lease (unless such fair market rental value is being determined for the purposes of Section 13.1 of the Lease and except as otherwise specifically provided in the Lease, in which case this assumption shall not be made).

"Fair Market Sales Value" means, with respect to the Leased Property or  
-----  
any portion thereof, the fair market sales value as determined by a qualified certified independent appraiser chosen

by the Lessor or, so long as the Funded Amounts are outstanding, the Agent that would be obtained in an arm's-length transaction between an informed and willing buyer (other than a lessee currently in possession) and an informed and willing seller, under no compulsion, respectively, to buy or sell and neither of which is related to the Lessor or Lessee, for the purchase of the Leased Property. Such fair market sales value shall be calculated as the value for the use of the Leased Property, assuming, in the determination of such fair market sales value, that the Leased Property is in the condition and repair required to be maintained by the terms of the Lease (unless such fair market sales value is being determined for purposes of Section 13.1 of the Lease and except as otherwise specifically provided in the Lease or the Master Agreement, in which case this assumption shall not be made).

"Final Rent Payment Date" with respect to the Leased Property is  
-----  
defined in Section 13.1(e) of the Lease.

"Fiscal Quarter" means any fiscal quarter of the Lessee.  
-----

"Fiscal Year" means any fiscal year of the Lessee.  
-----

"Funded Amount" means, as to the Lessor, the Lessor's Invested Amounts,  
-----  
and, as to each Lender, the outstanding principal of such Lender's Loans.

"Funding" means any funding by the Funding Parties pursuant to Section  
-----  
2.2 of the Master Agreement.

"Funding Date" means the Closing Date on which the Funding occurs under  
-----  
Section 2 of the Master Agreement.

"Funding Office" means for each Funding Party the office such Funding  
-----  
Party may designate in writing from time to time to the Lessee and the Agent as its funding office.

"Funding Parties" means the Lessor, the Agent and the Lenders,  
-----  
collectively.

"Funding Party Balance" means, with respect to the Leased Property, (i)  
-----  
for the Lessor as of any date of determination, an amount equal to the sum of the outstanding related Lessor's Invested Amount, all accrued and unpaid Yield on such outstanding related Lessor's Invested Amount, all unpaid related fees owing to the Lessor under the Operative Documents, and all other related amounts owing to the Lessor by the Lessee under the Operative Documents, and (ii) for any Lender as of any date of determination, an amount equal to the sum of the outstanding related Loans of such Lender, all accrued and unpaid interest thereon, all unpaid related fees owing to such Lender under the

Operative Documents, and all other related amounts owing to such Lender by the Lessee under the Operative Documents.

"Funding Request" is defined in Section 2.2 of the Master Agreement.  
-----

"GAAP" means generally accepted accounting principles applied on a  
----  
basis consistent with those which, in accordance with Section B of this Appendix A, are to be used in making the calculations for purposes of determining compliance with the terms of the Operative Documents.

"Governmental Action" means all permits, authorizations, registrations,  
-----  
consents, approvals, waivers, exceptions, variances, orders, judgments, decrees, licenses, exemptions, publications, filings, notices to and declarations of or with, or required by, any Governmental Authority, or required by any Applicable Law and shall include, without limitation, all citings, environmental and operating permits and licenses that are required for the use, occupancy, zoning and operation of the Leased Property.

"Governmental Authority" means any foreign or domestic federal, state,  
-----  
county, municipal or other governmental or regulatory authority, agency, board, body, commission, instrumentality, court or any political subdivision thereof.

"Guarantee" by any Person means any obligation, contingent or  
-----  
otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to secure, purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to provide collateral security, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), provided that the term Guarantee shall  
-----  
not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"Guarantor" means the Lessee, in its capacity as guarantor under the  
-----  
Operative Guaranty.

"Hazardous Materials" means any pollutant, contaminant, waste,  
-----  
hazardous or toxic chemical including asbestos containing

materials in any form or condition; urea formaldehyde foam insulation; polychlorinated biphenyls (PCBs) in any form or condition; including, without limitation, any solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, 42 U.S.C. ss. 6901 et seq. and its implementing regulations and amendments, or in any applicable state or local law or regulation, any "hazardous substance", "pollutant", or "contaminant" as defined in CERCLA, or in any applicable state or local law or regulation; gasoline, or any other petroleum product or by-product, including, crude oil or any fraction thereof; toxic substances, as defined in the Toxic Substances Control Act of 1976, or in any applicable state or local law or regulation; or insecticides, fungicides, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute or regulation may be amended from time to time.

"Honeywell" means Honeywell Inc., a Delaware corporation.  
-----

"Honeywell Lease" means the existing lease from Lessor to Honeywell.  
-----

"Indemnified Risks" is defined in Section 7.1 of the Master Agreement.  
-----

"Indemnitee" means the Agent (in its individual capacity and in its  
-----

capacity as Agent), each Lender, and the Lessor, and their respective Affiliates, successors, permitted assigns, permitted transferees, employees, officers, directors and agents; provided, however, that in no event shall the Lessee be an Indemnitee.

"Indemnitee Group" means the respective Affiliates, employees,  
-----

officers, directors and agents of the Agent (in its individual capacity), each Lender or the Lessor, as applicable; provided, however, that in no event shall the Lessee be a member of the Indemnitee Group.

"Interest Coverage Ratio" means, for any period of determination, the  
-----

ratio of the Lessee's and its Consolidated Subsidiaries' (i) Consolidated Net Income before Consolidated Interest Expense and income taxes, to (ii) Consolidated Interest Expense, such ratio being calculated on a consolidated basis for the Fiscal Quarter just ended and the immediately preceding three Fiscal Quarters.

"Investment" means any investment in any Person, whether by means of  
-----

purchase or acquisition of obligations or securities of such Person, capital contribution to such Person, making of a time deposit with such Person, Guarantee or assumption of any obligation of such Person or otherwise.

"Investment Guidelines" means the guidelines for investment of funds of  
-----  
the Lessee and the Subsidiaries as approved by the Board of Directors of the Lessee or an authorized executive committee thereof and in effect on the Initial Closing Date, a copy of which has been furnished to the Funding Parties, as modified from time to time with the approval of the Board of Directors of the Lessee or an authorized executive committee with notification to the Funding Parties.

"Land" means the land described in the Lease.  
-----

"Laws" means all ordinances, statutes, rules, regulations, orders,  
-----  
injunctions, writs, treaties or decrees of any governmental or political subdivision or agency thereof, or of any court or similar entity established by any thereof.

"Lease" means the Lease Agreement dated as of December 30, 1999 between  
-----  
the Lessee and the Lessor, with such modifications as are satisfactory to the Lessor and the Agent in conformity with Applicable Law to assure customary remedies in favor of the Funding Parties in the jurisdiction where the Leased Property is located.

"Lease Balance" means, with respect to the Leased Property, as of any  
-----  
date of determination, an amount equal to the sum of all Funding Party Balances.

"Lease Term" with respect to the Lease means (a) the Base Term, as it  
-----  
may be renewed pursuant to Section 14.9 of the Lease or (b) such shorter period as may result from earlier termination of the Lease as provided therein.

"Lease Termination Date" means the last day of the Lease Term, as the  
-----  
same may be accelerated pursuant to the Lease.

"Leased Property" means Land and the related Building(s).  
-----

"Leased Property Balance" means, with respect to the Leased Property,  
-----  
as of any date of determination, an amount equal to that portion of the Lease Balance which relates to the Leased Property.

"Lender Basic Rent" means, for any Rent Period under the Lease when a  
-----  
Loan is outstanding, the aggregate amount of interest accrued on the Loans related to the Leased Property subject to the Lease pursuant to Section 2.5 of the Loan Agreement during such Rent Period.

"Lenders" means such financial institutions as are, or who may  
-----  
hereafter become, parties to the Loan Agreement as Lenders to the Lessor.



"Lessee" is defined in the preamble to the Master Agreement.

-----

"Lessor" is defined in the preamble to the Master Agreement.

-----

"Lessor Basic Rent" means, for any Rent Period under any Lease, the

-----

aggregate amount of Yield accrued on the Lessor's Invested Amounts under the Lease under Section 2.3(a) of the Master Agreement during such Rent Period.

"Lessor Liens" means Liens on or against the Leased Property, the

-----

Lease, any other Operative Document or any payment of Rent (a) which result from any act or omission of, or any Claim against, the Lessor unrelated to the transactions contemplated by the Operative Documents or (b) which result from any Tax owed by the Lessor, except any Tax for which the Lessee is obligated to indemnify (including, without limitation, in the foregoing exception, any assessments with respect to the Leased Property noted on the related Title Policy or assessed in connection with any construction or development by the Lessee).

"Lessor's Invested Amount" means the amounts funded by the Lessor

-----

pursuant to Section 2 of the Master Agreement that are not proceeds of Loans by a Lender.

"LIBOR Advance" means that portion of the Funded Amount bearing

-----

interest or accruing yield based on the Adjusted London Interbank Offered Rate.

"Lien" means, with respect to any asset, any mortgage, deed to secure

-----

debt, deed of trust, lien, pledge, charge, security interest, security title, preferential arrangement which has the practical effect of constituting a security interest or encumbrance, or encumbrance or servitude of any kind in respect of such asset to secure or assure payment of a Debt or a Guarantee, whether by consensual agreement or by operation of statute or other law, or by any agreement, contingent or otherwise, to provide any of the foregoing (excluding, however, any Synthetic Lease). For the purposes of the Operative Documents, the Lessee or any Consolidated Subsidiary shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement (other than an operating lease under GAAP or a Synthetic Lease) relating to such asset.

"Loan" shall have the meaning specified in Section 2.1 of the Loan

-----

Agreement.

"Loan Agreement" means the Loan Agreement dated as of December 30, 1999

-----

among the Lessor, the Agent and the Lenders.

"Loan Documents" means the Loan Agreement, the Notes, the Assignment of  
-----  
Lease and Rents, the Mortgage and all documents and instruments executed and  
delivered in connection with each of the foregoing.

"Loan Event of Default" means any of the events specified in Section  
-----  
5.1 of the Loan Agreement, provided that any requirement for the giving of  
-----  
notice, the lapse of time, or both, or any other condition, event or act has  
been satisfied.

"Loan Potential Event of Default" means any event, condition or failure  
-----  
which, with notice or lapse of time or both, would become a Loan Event of  
Default.

"London Interbank Offered Rate" means for any Rent Period the rate per  
-----  
annum determined on the basis of the offered rate for deposits in Dollars of  
amounts equal or comparable to the principal amount of the Funded Amounts  
offered for a term comparable to such Rent Period, which rates appear on Dow  
Jones Markets, Inc. Page 3750 (formerly known as Dow Jones Telerate Service Page  
3750) as of 11:00 A.M. (London, England time), 2 Euro-Dollar Business Days prior  
to the first day of such Rent Period, provided that (i) if more than one such  
offered rate appears on the Dow Jones Markets Inc. Page, the "London Interbank  
Offered Rate" will be the arithmetic average (rounded upward, if necessary, to  
the next higher 1/100th of 1%) of such offered rates; (ii) if no such offered  
rates appear on such page, the "London Interbank Offered Rate" for such Rent  
Period will be the arithmetic average (rounded upward, if necessary, to the next  
higher 1/16th of 1%) of rates quoted by not less than 2 major banks in New York  
City, selected by the Agent, at approximately 10:00 A.M., New York City time, 2  
Euro-Dollar Business Days prior to the first day of such Rent Period, for  
deposits in Dollars offered to leading European banks for a period comparable to  
such Rent Period in an amount comparable to the principal amount of the Funded  
Amounts.

"Long-Term Debt" means at any date any Consolidated Debt (including,  
-----  
without limitation, any subordinated Debt) which matures (or the maturity of  
which may at the option of the Lessee or any Consolidated Subsidiary be extended  
such that it matures) more than one year after such date.

"Loss Proceeds" is defined in Section 10.6 of the Lease.  
-----

"Margin Regulations" means Regulation T, Regulation U and Regulation X  
-----  
of the Board of Governors of the Federal Reserve System, as the same may be in  
effect from time to time.

"Margin Stock" means "margin stock" as defined in Regulations T, U or  
-----

X.

"Master Agreement" means the Master Agreement (Florida Property), dated  
-----

as of December 30, 1999, among the Lessee, AFG, the Lessor, the Agent and the Lender.

"Material Adverse Effect" means, with respect to any event, act,  
-----

condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences, whether or not related, a material adverse change in, or a material adverse effect upon, any of (a) the financial condition, operations, business, properties or prospects of the Lessee and its Consolidated Subsidiaries taken as a whole, (b) the rights and remedies of the Funding Parties under the Operative Documents, or the ability of each of the Lessee and its Consolidated Subsidiaries taken as a whole to perform its obligations under the Operative Documents to which it is a party, as applicable, or (c) the legality, validity or enforceability of any Operative Document or (d) the value, utility or useful life of the Leased Property, or (e) the priority, perfection or status of any Funding Party's interest in the Leased Property.

"Mortgage" means that certain mortgage, deed of trust or security deed,  
-----

dated as of the Closing Date, by the Lessor to the Agent, in the form of Exhibit D attached to the Master Agreement, with such modifications as are satisfactory to the Lessor and the Agent in conformity with Applicable Law to assure customary remedies in favor of the Agent in the jurisdiction where the Leased Property is located.

"Multiemployer Plan" shall have the meaning set forth in Section  
-----

4001(a)(3) of ERISA.

"Net Income" means, as applied to any Person for any period, the  
-----

aggregate amount of net income of such Person, after taxes, for such period, as determined in accordance with GAAP.

"Notes" means the A Note and the B Note issued by the Lessor under the  
-----

Loan Agreement, and any and all notes issued in replacement or exchange therefor in accordance with the provisions thereof.

"Obligations" means all amounts owed by, and obligations of, the Lessor  
-----

to the Lenders or the Agent under the Loan Agreement, Notes and other Operative Documents.

"Officer's Certificate" of a Person means a certificate signed by the

-----  
Chairman of the Board or the President or any Executive Vice President or any Senior Vice President or any other Vice President of such Person signing with the Treasurer or any Assistant Treasurer or the Controller or any Assistant Controller or the Secretary or any Assistant Secretary of the such Person, or by any Vice President who is also Controller or Treasurer signing alone.

"Operating Profits" means, as applied to any Person for any period, the

-----  
operating revenue of such Person for such period, minus its costs of services for such period, and minus its selling, general and administrative costs for such period, but excluding therefrom all extraordinary gains or losses, as determined in accordance with GAAP.

"Operative Documents" means the Master Agreement, the Operative

-----  
Guaranty, the Purchase Agreement, the Assignment Agreement, the Remainderman Conveyance, the Lease, the Notes, the Loan Agreement, the Assignment of Lease and Rents, the Mortgage and the other documents delivered in connection with the transactions contemplated by the Master Agreement.

"Operative Guaranty" means the Guaranty dated as of December 30, 1999

-----  
by the Guarantor in favor of the Funding Parties.

"Overdue Rate" means the lesser of (a) the highest interest rate per

-----  
annum permitted by Applicable Law and (b) (i) during the Rent Period in which the payment default first occurs, the Adjusted London Interbank Offered Rate for such Rent Period plus 2.50%, and (ii) after such Rent Period, an interest rate per annum (calculated on the basis on a 365-day (or 366-day, if appropriate) year equal to 2.0% above the Alternate Rate in effect from time to time.

"Partnership Agreement" means that certain Limited Partnership

-----  
Agreement dated October 26, 1990 between PREFCO VI Inc. and PREFCO VI LP Inc.

"Payment Date" means each January 15th, April 15th, July 15th, and

-----  
October 15th during the Lease Term or, if such day is not a Euro-Dollar Business Day, the next Euro-Dollar Business Day.

"Payment Date Notice" is defined in Section 2.3(e) of the Master

-----  
Agreement.

"PBGCC" means the Pension Benefit Guaranty Corporation, and any

-----  
successor thereto.

"Permitted Investments" means (i) direct obligations of the United

-----  
States of America and agencies guaranteed by the United States government having a final maturity of one year or less from the date of purchase thereof; (ii) certificates of deposit issued by, or bankers' acceptances of, or time deposits with, any bank, trust company or national banking association incorporated or doing business under the laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings as of its last report of condition of at least \$500,000,000 and having a short-term deposit debt rating of A1 by S&P or P1 by Moody's (or, if neither such organization shall rate such short-term deposits at any time, a rating equal to the highest ratings assigned by any nationally recognized rating organization in the United States of America) and having a final maturity of one year or less from date of purchase thereof; and (iii) commercial paper of any holding company of a bank, trust company or national banking association described in clause (ii) and commercial paper of any corporation or finance company incorporated or doing business under the laws of the United States of America or any state thereof (other than the Lessee or any Affiliate thereof) having a rating assigned to such commercial paper of A1 by S&P or P1 by Moody's (or, if neither such organization shall rate such commercial paper at any time, a rating equal to the highest ratings assigned by any nationally recognized rating organization in the United States of America) and having a final maturity of 270 days or less from the date of purchase thereof.

"Permitted Liens" means the following with respect to the Leased

-----  
Property: (a) the respective rights and interests of the Lessee, the Lessor, the Agent, and any Lender, as provided in the Operative Documents, (b) Liens for Taxes either not yet due or being contested in good faith and by appropriate proceedings, so long as enforcement thereof is stayed pending such proceedings, (c) materialmen's, mechanics', workers', repairmen's, employees' or other like Liens arising after the related Closing Date in the ordinary course of business for amounts either not yet due or being contested in good faith and by appropriate proceedings, so long as enforcement thereof is stayed pending such proceedings, (d) Liens arising after such Closing Date out of judgments or awards with respect to which at the time an appeal or proceeding for review is being prosecuted in good faith, so long as the enforcement thereof has been stayed pending such appeal or review, (e) easements, rights of way, reservations, servitudes and rights of others against the Land which do not materially and adversely affect the value or the utility of the Leased Property, (f) other Liens incidental to the conduct of Lessee's business which were not incurred in connection with the borrowing of money or the obtaining of advances or credit and which do not in the aggregate materially detract from the value of the Leased Property or materially impair the use thereof, (g) assignments,

leases and subleases expressly permitted by the Operative Documents and (h) the Agreement Regarding Development and Option Agreement, the Tripartite Agreement, the Existing Lease and the Honeywell Lease.

"Person" means an individual, a corporation, a partnership, an

-----  
unincorporated association, a trust or any other entity or organization, including, but not limited to, a government or political subdivision or an agency or instrumentality thereof.

"Plan" means at any time an employee pension benefit plan which is

-----  
covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Tax Code and is either (i) maintained by a member of the Controlled Group for employees of any member of the Controlled Group or (ii) maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one employer makes contributions and to which a member of the Controlled Group is then making or accruing an obligation to make contributions or has within the preceding 5 plan years made contributions.

"Potential Event of Default" means any event, condition or failure

-----  
which, with notice or lapse of time or both, would become an Event of Default.

"Principal Officer" means any of the Authorized Officers or the General

-----  
Counsel of the Lessee.

"Properties" means all real property owned, leased or otherwise used or

-----  
occupied by the Lessee or any Consolidated Subsidiary, wherever located.

"Purchase Agreement" means with respect to any Land, the purchase

-----  
agreement with the Seller for the conveyance of such Land to the Lessor.

"Purchase Option" is defined in Section 14.1 of the Lease.

-----  
"Recourse Deficiency Amount" means, with respect to the Leased  
-----  
Property, as of any date of determination thereof, the sum of the following relating to the Leased Property: (i) the aggregate principal amount of the A Loans then outstanding, plus (ii) the A Percentage of the Lessor's Invested  
-----  
Amounts then outstanding, plus (iii) all accrued and unpaid Yield on the A  
-----  
Percentage of the Lessor's Invested Amounts, plus (iv) all accrued and unpaid  
-----  
interest on the A Loans.

"Redeemable Preferred Stock" of any Person means any preferred stock

-----  
issued by such Person which is at any time prior to November 21, 2002, the "Termination Date" under the Credit Agreement either (i) mandatorily redeemable (by sinking fund or

similar payments or otherwise) or (ii) redeemable at the option of the holder thereof.

"Regulation D" means Regulation D of the Board of Governors of the  
-----  
Federal Reserve System, as in effect from time to time, together with all  
official rulings and interpretations issued thereunder.

"Regulation T" means Regulation T of the Board of Governors of the  
-----  
Federal Reserve System, as in effect from time to time, together with all  
official rulings and interpretations issued thereunder.

"Regulation U" means Regulation U of the Board of Governors of the  
-----  
Federal Reserve System, as in effect from time to time, together with all  
official rulings and interpretations issued thereunder.

"Regulation X" means Regulation X of the Board of Governors of the  
-----  
Federal Reserve System, as in effect from time to time, together with all  
official rulings and interpretations issued thereunder.

"Regulations" means the income tax regulations promulgated from time to  
-----  
time under and pursuant to the Tax Code.

"Release" means the release, deposit, disposal or leak of any Hazardous  
-----  
Material into or upon or under any land or water or air, or otherwise into the  
environment, including, without limitation, by means of burial, disposal,  
discharge, emission, injection, spillage, leakage, seepage, leaching, dumping,  
pumping, pouring, escaping, emptying, placement and the like.

"Release Date" means, with respect to the Leased Property, the earlier  
-----  
of (i) the date that the Leased Property Balance has been paid in full, and (ii)  
the date on which the Agent gives notice to the Lessor that the Lenders release  
any and all interest they may have in the Leased Property, and all proceeds  
thereof, and any rights to direct, consent or deny consent to any action by the  
Lessor with respect to the Leased Property.

"Remainderman Conveyance" means the conveyance of the interest of the  
-----  
remainderman in the Land pursuant to the Deed.

"Remarketing Option" is defined in Section 14.6 of the Lease.  
-----

"Rent" means Basic Rent and Supplemental Rent, collectively.  
-----

"Rent Period" means in the case of LIBOR Advances, either a 1, 2, 3 or  
-----  
6 month period; provided that:  
-----

(a) The initial Rent Period shall begin on the Closing Date and end on January 14, 2000.

(b) The initial Rent Period for any Funding shall commence on the Funding Date of such Funding and each Rent Period occurring thereafter in respect of such Funding shall commence on the day on which the next preceding Rent Period expires;

(c) If any Rent Period would otherwise expire on a day which is not a Business Day, such Rent Period shall expire on the next succeeding Business Day, provided that if any Rent Period in respect of

LIBOR Advances would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Rent Period shall expire on the next preceding Business Day;

(d) Any Rent Period in respect of LIBOR Advances which begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Rent Period shall, subject to paragraph (e) below, expire on the last Business Day of such calendar

month; and

(e) No Rent Period shall extend beyond the Lease Termination Date.

"Report" is defined in Section 7.6 of the Master Agreement.

"Required Funding Parties" means, at any time, Funding Parties holding

an aggregate outstanding principal amount of Funded Amounts equal to at least 51% of the aggregate outstanding principal amount of all Funded Amounts.

"Required Lenders" means, at any time, Lenders holding an aggregate

outstanding principal amount of Loans equal to at least 51% of the aggregate outstanding principal amount of all Loans.

"Requirements of Law" means, as to any Person, the charter and by-laws

or other organizational or governing documents of such Person, and any law, rule or regulation, permit, approval, authorization, license or variance, order or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject, including, without limitation, the Securities Act, the Securities Exchange Act, Regulations T, U and X of the Board of Governors of the Federal Reserve System, and any building, environmental or land use requirement or permit or occupational safety or health law, rule or regulation.



"Responsible Officer" means the Chairman or Vice Chairman of the Board

-----  
of Directors, the Chairman or Vice Chairman of the Executive Committee of the Board of Directors, the President, any Senior Vice President or Executive Vice President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, or any Assistant Treasurer.

"Restricted Information" means any agreement, document, report or

-----  
memorandum containing proprietary or confidential information (including historical credit information, trade secrets and other information) relating to persons other than the Lessee and its Consolidated Subsidiaries, including Lessee's customers, subtenants and licenses and trade secrets relating to Lessee and its Consolidated Subsidiaries.

"Restricted Investments" means Investments in joint ventures and in

-----  
Subsidiaries of the Lessee which are not Consolidated Subsidiaries. Restricted Investments shall not include Investments made in the acquisition of a Person which becomes a Consolidated Subsidiary upon the closing of such acquisition.

"SEC" means the United States Securities and Exchange Commission.

-----  
"Securities" means any stock, shares, voting trust certificates, bonds,

-----  
debentures, notes or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities", or any certificates of interest, shares, or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire any of the foregoing.

"Securities Act" means the Securities Act of 1933, as amended.

-----  
"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended.

-----  
"Seller" means as to the Leased Property, the seller thereof to the

-----  
Lessor on the related Closing Date.

-----  
"Short-Term Debt" means at any date any Consolidated Debt (including,

-----  
without limitation, any subordinated Debt) which matures less than one year after such date.

-----  
"Subsidiaries' Assets and Liabilities" has the meaning set forth in the

-----  
CSC Agreement.

-----  
"Subsidiary" means any corporation or other entity of which securities

-----  
or other ownership interests having ordinary voting power to elect a majority of the board of directors or other

persons performing similar functions are at the time directly or indirectly owned by the Lessee.

"SunTrust Bank" is defined in the preamble to the Master Agreement.  
-----

"Supplemental Rent" means any and all amounts, liabilities and  
-----  
obligations other than Basic Rent which the Lessee assumes or agrees or is otherwise obligated to pay under the Lease or any other Operative Document (whether or not designated as Supplemental Rent) to the Lessor, the Agent, any Lender or any other party, including, without limitation, amounts under Article XVI of the Lease, and indemnities and damages for breach of any covenants, representations, warranties or agreements, and all overdue or late payment charges in respect of any Funded Amount.

"Synthetic Lease" means any operating lease under GAAP for which the  
-----  
lessee retains or obtains federal tax ownership of the property leased.

"Synthetic Lease Obligations" means any and all liabilities,  
-----  
indebtedness, rent, and all other obligations of the Lessee or any Consolidated Subsidiary owed under any Synthetic Lease.

"Tax" or "Taxes" is defined in Section 7.4 of the Master Agreement.  
-----

"Tax Code" means the Internal Revenue Code of 1986, as amended and in  
-----  
effect from time to time.

"Tax Indemnitee" means the Lessor, the Agent, any Lender and their  
-----  
respective Affiliates, successors, permitted assigns, permitted transferees, employees, officers, directors and agents thereof, provided, however, that in no  
-----  
event shall the Lessee be a Tax Indemnitee.

"Third Parties" means all lessees, sublessees, licensees and other  
-----  
users of the Properties, excluding those users of the Properties in the ordinary course of the Lessee's business and on a temporary basis.

"Title Insurance Company" means the company that has or will issue the  
-----  
title policies with respect to a Leased Property, which company shall be reasonably acceptable to the Funding Parties.

"Title Policy" is defined in Section 3.1 of the Master Agreement.  
-----

"Total Assets" means the total assets of the Consolidated Companies,  
-----  
determined in accordance with GAAP.

"Transaction" means all the transactions and activities referred to in

-----  
or contemplated by the Operative Documents.

"Tripartite Agreement/Option Agreement" means collectively the

-----  
Tripartite Agreement dated November 30, 1990 among Honeywell, Lessor and Florida Ralco Limited Partnership and the Option and Subordination Agreement dated November 30, 1990 among Lessor and Florida Ralco Limited Partnership.

"UCC" means the Uniform Commercial Code of Georgia, as in effect from

-----  
time to time.

"Unfunded Benefit Liabilities" means with respect to any Plan or

-----  
Multiemployer Plan at any time, the amount of unfunded benefit liabilities of such Plan or Multiemployer Plan at such time as determined under ERISA Section 4001(a)(18) which shall not be less than the accumulated benefit obligation, as disclosed in accordance with FAS 87, over the fair market value of Plan or Multiemployer Plan assets.

"Voting Stock" shall mean the securities of any class or classes of the

-----  
Lessee the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporate directors of the Lessee (or persons performing similar functions).

"Wholly Owned Subsidiary" means any Subsidiary all of the shares of

-----  
capital stock or other ownership interests of which (except directors' qualifying shares, or, in the case of any Subsidiary which is not organized or created under the laws of the United States of America or any state thereof or the District of Columbia, such nominal ownership interests which are required to be held by third parties under the laws of the foreign jurisdiction under which such Subsidiary was incorporated or organized) are at the time directly or indirectly owned by the Lessee.

"Yield" is defined in Section 2.3 of the Master Agreement.

-----

=====

MASTER AGREEMENT  
(FLORIDA PROPERTY)

Dated as of December 30, 1999

among

EQUIFAX INC.,  
as Lessee and Guarantor,

PREFCO VI LIMITED PARTNERSHIP, as Lessor,

ATLANTIC FINANCIAL GROUP, LTD.

and

SUNTRUST BANK, ATLANTA, as Agent and Lender

=====

TABLE OF CONTENTS

Page

SECTION 1 DEFINITIONS; INTERPRETATION.....1

SECTION 2 ACQUISITION; NATURE OF TRANSACTION.....2

SECTION 2.1 Agreement to Acquire, Fund and Lease.....2

SECTION 2.2 Fundings.....2

SECTION 2.3 Funded Amounts and Interest and Yield Thereon; Facility Fee.....3

SECTION 2.4 Lessee Owner for Tax Purposes.....4

SECTION 2.5 Amounts Due Under Lease.....4

SECTION 3 CONDITIONS PRECEDENT; DOCUMENTS.....5

SECTION 3.1 Conditions to the Obligations of the Funding Parties on the Closing Date.....5

SECTION 3.2 Additional Conditions for the Closing Date.....9

SECTION 3.3 Conditions to the Obligations of Lessee.....10

SECTION 3.4 Additional Conditions to the Obligations of the Funding Parties on the Closing Date.....11

SECTION 4 REPRESENTATIONS.....11

SECTION 4.1 Representations of Lessee.....11

SECTION 4.2 Representations of the Lessor.....18

SECTION 4.3 Representations of each Lender.....20

SECTION 5 COVENANTS OF THE LESSEE.....20

SECTION 5.1 Information.....21

SECTION 5.2 Inspection of Property, Books and Records.....23

SECTION 5.3 Maintenance of Existence.....23

SECTION 5.4 Dissolution.....24

SECTION 5.5 Consolidations, Mergers and Sales of Assets.....24

SECTION 5.6 [Intentionally Left Blank].....24

SECTION 5.7 Compliance with Laws; Payment of Taxes.....25

SECTION 5.8 Insurance.....25

SECTION 5.9 Change in Fiscal Year.....25

SECTION 5.10 Maintenance of Property.....25

SECTION 5.11 Environmental Notices.....25

SECTION 5.12 Environmental Matters.....25

SECTION 5.13 Environmental Release.....26

SECTION 5.14 Heavy Metals.....26

SECTION 5.15 Storage Tanks.....26

SECTION 5.16 Transactions with Affiliates.....26

SECTION 5.17 Restricted Investments.....27

SECTION 5.18 Assignment of Lease and Rents.....27

SECTION 5.19 Debt of Consolidated Subsidiaries.....27

SECTION 5.20	Negative Pledge.....	27
SECTION 5.21	Interest Coverage Ratio.....	29
SECTION 5.22	Ratio of Consolidated Funded Debt to Cash Flow.....	29
SECTION 5.23	Appraisal.....	30
SECTION 6	TRANSFERS BY LESSOR AND LENDERS.....	30
SECTION 6.1	Lessor Transfers.....	30
SECTION 6.2	Loan Agreement; Lender Transfers.....	30
SECTION 6.3	Lessee Competitors.....	31
SECTION 6.4	Lessor's Covenants.....	31
SECTION 6.5	Existing Property Documents.....	32
SECTION 7	INDEMNIFICATION.....	33
SECTION 7.1	General Indemnification.....	33
SECTION 7.2	Environmental Indemnity.....	35
SECTION 7.3	Proceedings in Respect of Claims.....	37
SECTION 7.4	General Tax Indemnity.....	39
SECTION 7.5	Basis for Determining Interest Rate Inadequate or Unfair.....	46
SECTION 7.6	Illegality.....	46
SECTION 7.7	Increased Cost and Reduced Return.....	46
SECTION 7.8	Alternative Rate Advances Substituted for Affected LIBOR Advances.....	49
SECTION 7.9	Compensation.....	49
SECTION 7.10	Limitation on Certain Payment Obligations.....	50
SECTION 7.11	End of Term Indemnity.....	50
SECTION 8	MISCELLANEOUS.....	51
SECTION 8.1	Survival of Agreements.....	51
SECTION 8.2	Notices.....	51
SECTION 8.3	Counterparts.....	51
SECTION 8.4	Amendments.....	52
SECTION 8.5	Headings, etc.....	53
SECTION 8.6	Parties in Interest.....	53
SECTION 8.7	GOVERNING LAW.....	53
SECTION 8.8	Expenses.....	53
SECTION 8.9	Severability.....	53
SECTION 8.10	Liabilities of the Funding Parties.....	54
SECTION 8.11	Submission to Jurisdiction; Waivers.....	54
SECTION 8.12	Liabilities of the Agent.....	55
SECTION 8.13	Confidentiality.....	55

APPENDIX A            Definitions and Interpretation

SCHEDULES

SCHEDULE 1.1	Leased Property
SCHEDULE 2.2	Commitments
SCHEDULE 4.1(f)	ERISA Matters
SCHEDULE 4.1(h)	Subsidiaries
SCHEDULE 4.1(n)	Environmental Matters
SCHEDULE 4.1(o)	Capital Stock
SCHEDULE 5.12	Hazardous Materials
SCHEDULE 5.18	Existing Liens
SCHEDULE 6	Lessee Competitors
SCHEDULE 8.2	Notice Information

EXHIBITS

EXHIBIT A	Form of Funding Request
EXHIBIT B	Form of Assignment of Lease and Rents
EXHIBIT C	[INTENTIONALLY OMITTED]
EXHIBIT D	Form of Mortgage
EXHIBIT E	Form of Compliance Certificate
EXHIBIT F	Form of Environmental Audit Reliance Letter
EXHIBIT G	Forms of Opinions of Counsel
EXHIBIT H	[INTENTIONALLY OMITTED]
EXHIBIT I	Form of Payment Date Notice
EXHIBIT J	Form of Assignment and Assumption Agreement

MASTER AGREEMENT  
(FLORIDA PROPERTY)

THIS MASTER AGREEMENT (FLORIDA PROPERTY), dated as of December 30, 1999  
(as it may be amended or modified from time to time in accordance with the  
provisions hereof, this "Master Agreement"), is among EQUIFAX INC., a Georgia

-----  
corporation ("Lessee"), PREFCO VI LIMITED PARTNERSHIP, a Connecticut limited  
-----  
partnership, as Lessor (the "Lessor"), ATLANTIC FINANCIAL GROUP, LTD., a Texas  
-----  
limited partnership ("AFG"), and SUNTRUST BANK, ATLANTA, a Georgia banking  
---  
corporation, as Agent (the "Agent") and Lender.  
-----

PRELIMINARY STATEMENT

In accordance with the terms and provisions of this Master Agreement,  
the Lease, the Loan Agreement and the other Operative Documents, (i) AFG  
contemplates acquiring the partnership interests in the Lessor and causing the  
Lessor to acquire the remainderman interest in the Leased Property, (ii) the  
Lessor holds an estate for years in the Leased Property, will acquire the  
remainderman interest in the Leased Property and contemplates leasing the Leased  
Property to the Lessee under the Lease, (iii) the Lessor wishes to obtain, and  
the Lenders are willing to provide, financing to the Lessor, and (vi) the Lessee  
is willing to provide its Operative Guaranty to the Funding Parties.

In consideration of the mutual agreements contained in this Master  
Agreement and other good and valuable consideration, the receipt and sufficiency  
of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1  
DEFINITIONS; INTERPRETATION

Unless the context shall otherwise require, capitalized terms used and  
not defined herein shall have the meanings assigned thereto in Appendix A hereto  
-----  
for all purposes hereof; and the rules of interpretation set forth in Appendix A  
-----  
hereto shall apply to this Master Agreement.



SECTION 2  
ACQUISITION; NATURE OF TRANSACTION

SECTION 2.1 Agreement to Acquire, Fund and Lease. Subject to the terms

-----  
and conditions of this Master Agreement, on the Closing Date (i) AFG agrees to acquire the partnership interests in the Lessor and to cause the Lessor to acquire the remainderman interest in the Leased Property, (ii) the Lessor hereby agrees to lease the Leased Property to the Lessee pursuant to the Lease, and (iii) the Lessee hereby agrees to lease the Leased Property from the Lessor pursuant to the Lease.

SECTION 2.2 Fundings.

(a) Funding on Closing Date. Subject to the terms and

-----  
conditions of this Master Agreement, on the Closing Date, the Lender shall make available to the Lessor its Loans with respect to the Leased Property in an amount equal to the product of such Lender's Commitment Percentage times the unpaid acquisition, transaction and closing costs incurred by the Lessee through or to be paid upon the Closing Date, which funds the Lessor shall use, together with Lessor funds in an amount equal to the product of the Lessor's Commitment Percentage times the unpaid acquisition, transaction and closing costs incurred by the Lessor through or to be paid upon the Closing Date, and the Lessor shall lease the Leased Property to the Lessee pursuant to the Lease.

(b) Aggregate Limits on Funded Amounts. The aggregate amount

-----  
that the Funding Parties shall be committed to provide as Funded Amounts under this Master Agreement and the Loan Agreement shall not exceed (x) the costs of purchase of remainderman interest in the Leased Property and the related closing, transaction and financing costs, or (y) \$23,175,000 in the aggregate. The aggregate amount that any Funding Party shall be committed to fund under this Master Agreement and the Loan Agreement shall not exceed the lesser of (i) such Funding Party's Commitment and (ii) such Funding Party's Commitment Percentage of the aggregate Fundings requested under this Master Agreement.

(c) Notice, Time and Place of Fundings. The Lessee shall give

-----  
the Lessor and the Agent an irrevocable prior written notice not later than 12:00 noon, Atlanta, Georgia, two Business Days prior to the proposed Closing Date pursuant to a Funding Request in the form of Exhibit A (a "Funding Request"), specifying the Closing Date, the amount of Funding requested, and the  
-----  
Rent Period(s) therefor. All documents and instruments required to be delivered on such Closing Date pursuant to this Master Agreement shall be delivered at the offices of Mayer, Brown & Platt, 190 South LaSalle Street, Chicago, Illinois

60603, or at such other location as may be determined by the Lessor, the Lessee and the Agent. Each Funding shall occur on a Business Day. All remittances made by any Lender and the Lessor for any Funding shall be made in immediately available funds by wire transfer to or, as is directed by, the Lessee, with receipt by the Lessee not later than 1:00 p.m., Atlanta, Georgia time, on the Closing Date, upon satisfaction or waiver of the conditions precedent to such Funding set forth in Section 3.

(d) Lessee's Deemed Representation for Each Funding. The

Funding Request by the Lessee shall be deemed a reaffirmation of the Lessee's indemnity obligations in favor of the Indemnitees under the Operative Documents and a representation by the Lessee to the Lessor, the Agent and the Lenders that on the proposed Closing Date (i) the amount of Funding requested represents amounts owing in respect of the purchase price of the Leased Property and transaction and closing costs in respect of the Leased Property, (ii) no Event of Default or Potential Event of Default exists, and (iii) the representations of the Lessee set forth in Section 4.1 are true and correct in all material

respects as though made on and as of such Funding Date, except to the extent such representations or warranties relate solely to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date.

(e) Notwithstanding anything to the contrary set forth herein or in the other Operative Documents, the Lender's and the Lessor's commitments shall be several, and not joint. In no event shall any Funding Party be obligated to fund an amount in excess of such Funding Party's Commitment Percentage of any Funding, or to fund amounts in the aggregate in excess of such Funding Party's Commitment.

SECTION 2.3 Funded Amounts and Interest and Yield Thereon; Facility

Fee.

(a) The Lessor's Invested Amount for the Leased Property outstanding from time to time shall accrue yield ("Yield") at a rate per annum

prior to January 15, 2000 equal to the sum of the Adjusted London Interbank Offered Rate for 30-day periods plus 1.50% and thereafter equal during each Rent Period to the sum of the Adjusted London Interbank Offered Rate for such Rent Period plus 1.50% computed using the actual number of days elapsed and a 360 day year. If all or a portion of the principal amount of or yield on the Lessor's Invested Amounts shall not be paid when due (whether at the stated maturity, by acceleration or

otherwise), such overdue amount shall, without limiting the rights of the Lessor under the Lease, to the maximum extent permitted by law, accrue yield at the Overdue Rate, in each case from the date of nonpayment until paid in full (as well after as before judgment).

(b) Each Lender's Funded Amount for the Leased Property outstanding from time to time shall accrue interest as provided in the Loan Agreement.

(c) Three Business Days prior to the last day of each Rent Period, the Lessee shall deliver to the Lessor and the Agent a notice substantially in the form of Exhibit I (each, a "Payment Date Notice"),  
-----  
appropriately completed, specifying the allocation of the Funded Amounts related to such Rent Period to the applicable subsequent Rent Periods therefor, provided  
-----  
that no such allocation shall be in an amount less than \$500,000. Each such Payment Date Notice shall be irrevocable. If no such notice is given, the Funded Amounts shall have a Rent Period of three (3) months. Notwithstanding the foregoing, the initial Rent Period will end on January 14, 2000.

SECTION 2.4 Lessee Owner for Tax Purposes. It is the intent of the  
-----

Lessee and the Funding Parties that for federal, state and local tax purposes (A) the Lessee owns the Leased Property and will be entitled to all tax benefits ordinarily available to an owner of property similar to the Leased Property, (B) the Lease will be treated as a financing arrangement, and (C) the Lessor will be treated as a lender making loans to the Lessee. Nevertheless, the Lessee acknowledges and agrees that no Funding Party or any other Person has made any representations or warranties concerning the tax, financial, accounting or legal characteristics or treatment of the Operative Documents and that the Lessee has obtained and relied solely upon the advice of its own tax, accounting and legal advisors concerning the Operative Documents and the accounting, tax, financial and legal consequences of the transactions contemplated therein.

SECTION 2.5 Amounts Due Under Lease. Anything else herein or elsewhere  
-----

to the contrary notwithstanding, it is the intention of the Lessee and the Funding Parties that: (i) the amount and timing of Basic Rent due and payable from time to time from the Lessee under the Lease shall be equal to the aggregate payments due and payable with respect to interest on, and principal of, the Loans in respect of the Leased Property and Yield on, and principal of, the Lessor's Invested Amounts, if any, in respect of the Leased Property on each Payment Date; (ii) if the Lessee

elects the Purchase Option with respect to the Leased Property or becomes obligated to purchase the Leased Property under the Lease, the Funded Amounts in respect of the Leased Property, all interest and Yield thereon and all other obligations of the Lessee owing to the Funding Parties in respect of the Leased Property shall be paid in full by the Lessee; (iii) if the Lessee properly elects the Remarketing Option, the principal amount of, and accrued interest on, the A Loans and the A Percentage of the Lessor's Invested Amounts, if any, will be paid out of the Recourse Deficiency Amount, and the Lessee shall only be required to pay to the Lenders in respect of the principal amount of the B Loans and to the Lessor in respect of the B Percentage of the Lessor's Invested Amounts, if any, the proceeds of the sale of the Leased Property; and (iv) upon an Event of Default resulting in an acceleration of the Lessee's obligation to purchase the Leased Property under the Lease, the amounts then due and payable by the Lessee under the Lease shall include all amounts necessary to pay in full the Loans in respect of the Leased Property, and accrued interest thereon, the Lessor's Invested Amounts in respect of the Leased Property, if any, and accrued Yield thereon and all other obligations of the Lessee owing to the Funding Parties in respect of the Leased Property.

SECTION 3  
CONDITIONS PRECEDENT; DOCUMENTS

SECTION 3.1 Conditions to the Obligations of the Funding Parties on the

-----  
Closing Date. The obligations of the Lessor and each Lender to carry out their  
-----  
respective obligations under Section 2 of this Master Agreement to be performed  
-----  
on the Closing Date shall be subject to the fulfillment to the satisfaction of,  
or waiver by, each such party hereto (acting directly or through its counsel) on  
or prior to the Closing Date of the following conditions precedent, provided  
-----  
that the obligations of any Funding Party shall not be subject to any conditions  
contained in this Section 3.1 which are required to be performed by such Funding  
-----  
Party:

(a) Documents. The following documents shall have been  
-----  
executed and delivered by the respective parties thereto:

- (i) Assignment Agreements, etc. Assignment  
-----  
Agreements and Remainderman Conveyances duly executed by the  
respective assignors shall each have been delivered to AFG and  
the Lessor, with copies of each

thereof to each Funding Party and shall be satisfactory in form and substance to AFG and the Agent.

(ii) Mortgage and Assignment of Lease and Rents.  
-----

Counterparts of the Mortgage substantially in the form of Exhibit D attached hereto, duly executed by the Lessor and in -----

recordable form, shall have been delivered to the Agent (which Mortgage shall secure all of the debt to the Agent); and the Assignment of Lease and Rents in recordable form, duly executed by the Lessor, shall have been delivered to the Agent.

(iii) Survey. The Lessee shall have delivered, or -----

shall have caused to be delivered, to the Lessor and the Agent, at the Lessee's expense, an accurate survey of the Leased Property certified to the Lessor and the Agent in a form satisfactory to the Lessor and the Agent and showing no state of facts unsatisfactory to the Lessor or the Agent in their reasonable discretion and prepared within seven months of the Closing Date by a Person reasonably satisfactory to the Lessor and the Agent. Such survey shall (1) be acceptable to the Title Insurance Company for the purpose of providing extended coverage to the Lessor and a lender's comprehensive endorsement to the Agent, (2) show no material encroachments on such Land by structures owned by others, and no material encroachments from any part of the Leased Property onto any land owned by others, and (3) disclose no state of facts reasonably objectionable to the Lessor, the Agent or the Title Insurance Company, and be reasonably acceptable to each such Person.

(iv) Title and Title Insurance. On the Closing -----

Date, the Lessor shall receive from a title insurance company reasonably acceptable to the Lessor and the Agent an ALTA Owner's Policy of Title Insurance issued by such title insurance company and the Agent shall receive from such title insurance company an ALTA Mortgagee's Policy of Title Insurance issued by such title insurance company, in each case, in the amount of \$23,175,000.00, reasonably acceptable in form and substance to the Lessor and the Agent, respectively (collectively, the "Title Policy"). The Title -----

Policy shall be dated as of the Closing Date, and, to the extent permitted under Applicable Law, shall include

coverage over such matters as the Lessor or the Agent shall reasonably request.

(v) Environmental Audit and related Reliance  
-----

Letter. The Lessor and the Agent shall have received an  
-----

Environmental Audit for the Leased Property showing that no Hazardous Materials are present other than Hazardous Materials used in the ordinary course of business of the Lessee and in compliance in all material respects with all Environmental Laws or which is otherwise satisfactory to the Lessor and the Agent; and the firm that prepared the Environmental Audit for the Leased Property shall have delivered to the Lessor and the Agent a letter (substantially in the form of Exhibit F)  
-----

stating that the Lessor, the Agent and the Lenders may rely upon such firm's Environmental Audit of such Land, it being  
-----

understood that the Lessor's and the Agent's acceptance of any  
-----

such Environmental Audit shall not release or impair the Lessee's obligations under the Operative Documents with respect to any environmental liabilities relating to the Leased Property.

(vi) Officer's Certificate. Each of the Agent and  
-----

the Lessor shall have received an Officer's Certificate of the Lessee stating that, to the best of the officer's knowledge, (A) each and every representation and warranty of the Lessee contained in the Operative Documents is true and correct in all material respects on and as of the Closing Date as though made on and as of the Closing Date, except to the extent such representations or warranties relate solely to an earlier date, in which case such representations and warranties were true and correct in all material respects on and as of such earlier date; (B) no Event of Default or Potential Event of Default has occurred and is continuing; (C) each Operative Document to which the Lessee is a party is in full force and effect with respect to it; and (D) no event that could reasonably be expected to have a Material Adverse Effect has occurred since September 30, 1999.

(vii) UCC Financing Statement; Recording Fees;  
-----

Transfer Taxes. Each Funding Party shall have received  
-----

satisfactory evidence of (i) the execution and delivery to Agent of a UCC-1 and UCC-2 financing statement to be filed with the Secretary of State of the applicable

State (or other appropriate filing office) and the county where the related Land is located respectively, and such other Uniform Commercial Code financing statements as any Funding Party deems necessary or desirable in order to protect such Funding Party's interests and (ii) the payment of all recording and filing fees and taxes with respect to any recordings or filings made of the Lease, the Mortgage and the Assignment of Lease and Rents.

(viii) Opinions. The opinion of Carlton, Fields,

-----  
Ward, Emmanuel, Smith & Cutler, P.A., local counsel for the Lessee qualified in Florida, substantially in the form set forth in Exhibit G-2, and containing such other matters as the

-----  
parties to whom they are addressed shall reasonably request, shall have been delivered and addressed to each of the Lessor, the Agent and the Lender.

(b) Litigation. No action or proceeding shall have been

-----  
instituted or threatened nor shall any governmental action, suit, proceeding or investigation be instituted or threatened before any Governmental Authority, nor shall any order, judgment or decree have been issued or proposed to be issued by any Governmental Authority, to set aside, restrain, enjoin or prevent the performance of this Master Agreement or any transaction contemplated hereby or by any other Operative Document or which is reasonably likely to materially adversely affect the Leased Property or any transaction contemplated by the Operative Documents or which could reasonably be expected to result in a Material Adverse Effect.

(c) Legality. In the opinion of such Funding Party or its

-----  
counsel, the transactions contemplated by the Operative Documents shall not violate any Applicable Law, and no change shall have occurred or been proposed in Applicable Law that would make it illegal for such Funding Party to participate in any of the transactions contemplated by the Operative Documents.

(d) No Events. (i) No Event of Default, Potential Event of

-----  
Default, Event of Loss or Event of Taking relating to the Leased Property shall have occurred and be continuing, (ii) no action shall be pending or threatened by a Governmental Authority to initiate a Condemnation or an Event of Taking, and (iii) there shall not have occurred any event that could reasonably be expected to have a Material Adverse Effect since September 30, 1999.

(e) Representations. Each representation and warranty of the

parties hereto or to any other Operative Document contained herein or in any other Operative Document shall be true and correct in all material respects as though made on and as of the Closing Date.

(f) Cutoff Date. The Closing Date shall occur on or prior to

December 31, 1999.

(g) Transaction Expenses. The Lessee shall have paid the

Transaction Costs then accrued and invoiced which the Lessee has agreed to pay pursuant to Section 8.8.

SECTION 3.2 Additional Conditions for the Closing Date. The obligations

of the Lessor and each Lender to carry out their respective obligations under Section 2 of this Master Agreement to be performed on the initial Closing Date

shall be subject to the satisfaction of, or waiver by, each such party hereto (acting directly or through its counsel) on or prior to the initial Closing Date of the following conditions precedent in addition to those set forth in Section

3.1, provided that the obligations of any Funding Party shall not be subject to

any conditions contained in this Section 3.2 which are required to be performed

by such Funding Party:

(i) Operative Guaranty. Counterparts of the

Operative Guaranty, duly executed by the Lessee, shall have been delivered to each Funding Party.

(ii) Loan Agreement. Counterparts of the Loan

Agreement, duly executed by the Lessor, the Agent and the Lender, shall have been delivered to each of the parties thereto.

(iii) Master Agreement. Counterparts of this Master

Agreement, duly executed by the parties hereto, shall have been delivered to each of the parties hereto.

(iv) Lease. Counterparts of the Lease, duly

executed by the Lessee and the Lessor, shall have been delivered to each Funding Party and the original, chattel paper copy of the Lease shall have been delivered to the Agent.



(v) Lessee's Resolutions and Incumbency

-----  
Certificate, etc. Each of the Agent and the Lessor shall have  
-----  
received (x) a certificate of the Secretary or an Assistant  
Secretary of the Lessee, attaching and certifying as to (i)  
the Board of Directors' or other authorizing resolution duly  
authorizing the execution, delivery and performance by it of  
each Operative Document to which it is or will be a party,  
(ii) the incumbency and signatures of persons authorized to  
execute and deliver such documents on its behalf, (iii) its  
articles of incorporation, certified as of a recent date by  
the Secretary of State of the state of its incorporation and  
(iv) its by-laws, and (y) good standing certificates for the  
Lessee from the appropriate offices of the States of such  
Person's incorporation and principal place of business.

(vi) Opinions of Counsel. The opinions of Long

-----  
Aldridge & Norman LLP and of internal counsel to the Lessee,  
dated the initial Closing Date, substantially in the form set  
forth in Exhibit G-1, and containing such other matters as the  
-----  
parties to whom it is addressed shall reasonably request,  
shall have been delivered and addressed to each of the Lessor,  
the Agent and the Lender.

(vii) Lessor's Incumbency Certificate. If a Loan

-----  
Agreement is then in effect, the Agent shall have received a  
certificate of secretary of the Lessor attaching and  
certifying as to the incumbency and signatures of persons  
authorized to execute and deliver such documents on its  
behalf.

SECTION 3.3 Conditions to the Obligations of Lessee. The obligations of

-----  
the Lessee to lease from the Lessor are subject to the fulfillment on the  
related Closing Date to the satisfaction of, or waiver by, the Lessee, of the  
following conditions precedent:

(a) General Conditions. The conditions set forth in Sections

-----  
3.1 and 3.2 that require fulfillment by the Lessor or the Lender shall have been  
-----  
satisfied.

(b) Legality. In the opinion of the Lessee or its counsel, the

-----  
transactions contemplated by the Operative Documents shall not violate any  
Applicable Law, and no change shall have occurred or been proposed in Applicable  
Law that would make it

illegal for the Lessee to participate in any of the transactions contemplated by the Operative Documents.

SECTION 3.4 Additional Conditions to the Obligations of the Funding

-----  
Parties on the Closing Date. The obligations of the Lessor and each Lender to  
-----  
carry out their respective obligations under Section 2 of this Master Agreement  
-----  
to be performed on the Closing Date shall be subject to the fulfillment to the  
satisfaction of, or waiver by, each such party hereto (acting directly or  
through their respective counsel) or prior to the Closing Date of the following  
conditions precedent in addition to those set forth in Sections 3.1 and 3.2,  
-----  
provided that the obligations of any Funding Party shall not be subject to any  
-----  
conditions contained in this Section 3.4 which are required to be performed by  
-----  
such Funding Party:

- (a) Funding Request. The Lessor and the Agent shall have  
-----  
received from the Lessee the Funding Request therefor pursuant to Section  
-----  
2.2(d).  
-----
- (b) No Filed Mechanics Lien. As of the Closing Date, and as to  
-----  
any Funded Amount requested for the Leased Property, no mechanic's liens or  
materialman's liens have been filed against the Leased Property that have not  
been discharged, bonded over in a manner reasonably satisfactory to the Agent or  
insured over by the Title Insurance Company.

SECTION 4  
REPRESENTATIONS

SECTION 4.1 Representations of Lessee. Effective as of the date of  
-----  
execution hereof and as of the Closing Date, the Lessee represents and warrants  
to each of the other parties hereto as follows:

- (a) Corporate Existence and Power. The Lessee is a corporation  
-----  
duly organized, validly existing and in good standing under the laws of the  
jurisdiction of its incorporation, is duly qualified to transact business in  
every jurisdiction where the failure to qualify would have a Material Adverse  
Effect, and has all corporate powers and all governmental licenses,  
authorizations, consents and approvals required to carry on its business as now  
conducted.
- (b) Corporate and Governmental Authorization; No  
-----  
Contravention. The execution, delivery and performance by the Lessee of this  
-----  
Agreement and the other Operative Documents to

which it is a party (i) are within the Lessee's corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) require no action by or in respect of or filing with, any governmental body, agency or official, (iv) do not contravene, or constitute a default under, any provision of applicable law or regulation or of the certificate of incorporation or by-laws of the Lessee or of any agreement, judgment, injunction, order, decree or other instrument binding upon the Lessee or any of the Subsidiaries which contravention or default is reasonably likely to have a Material Adverse Effect, and (v) do not result in the creation or imposition of any Lien other than the Liens created by the Operative Documents on any asset of the Lessee or any of the Subsidiaries.

(c) Binding Effect. This Agreement and each other Operative  
-----

Document to which the Lessee is a party each constitute a valid and binding agreement of the Lessee, enforceable in accordance with its terms, provided that

-----  
the enforceability hereof and thereof is subject in each case to general principles of equity and to bankruptcy, insolvency and similar laws affecting the enforcement of creditors' rights generally.

(d) Financial Information. (i) The consolidated balance sheet  
-----

of the Lessee and its Consolidated Subsidiaries as of December 31, 1998 and the related consolidated statements of income, shareholders' equity and cash flows for the Fiscal Year then ended, reported on by Arthur Andersen & Co., copies of which have been delivered to each of the Funding Parties, and the unaudited consolidated financial statements of the Lessee for the interim period ended September 30, 1999, copies of which have been delivered to each of the Funding Parties, fairly present, in conformity with GAAP (except for year-end adjustments and the absence of footnotes in the case of interim statements), the consolidated financial position of the Lessee and its Consolidated Subsidiaries as of such dates and their consolidated results of operations and cash flows for such periods stated.

(ii) Since September 30, 1999 there has been no event, act, condition or occurrence having a Material Adverse Effect.

(e) No Litigation. There is no action, suit or proceeding  
-----

pending against or affecting the Lessee or any of the Subsidiaries before any court or arbitrator or any governmental body, agency or official which could reasonably be expected to have a Material Adverse Effect.

(f) Compliance with ERISA. Except as set forth in Schedule

4.1(f) as the same may be revised from time to time, (i) the Lessee and each

member of the Controlled Group have fulfilled their obligations under the minimum funding standards of ERISA and the Tax Code with respect to each Plan and are in compliance in all material respects with the presently applicable provisions of ERISA and the Tax Code, and have not incurred any liability to the PBGC or a Plan under Title IV of ERISA; and (ii) neither the Lessee nor any member of the Controlled Group is or ever has been obligated to any material contribution to any Multiemployer Plan.

(g) Compliance with Laws; Payment of Taxes. The Lessee and

each Consolidated Subsidiary is in compliance with all applicable laws, regulations and similar requirements of governmental authorities the failure to comply with which would result in a Material Adverse Effect, except where such compliance is being contested in good faith through appropriate proceedings. There have been filed on behalf of the Lessee and each Consolidated Subsidiary all Federal, state and local income, excise, property and other material tax returns which are required to be filed by them (or appropriate extensions of such filings have been obtained) and all taxes due pursuant to such returns or pursuant to any assessment received by or on behalf of the Lessee or any Consolidated Subsidiary (which are not being contested in good faith by such Person) have been paid. The charges, accruals and reserves on the books of the Lessee and each Consolidated Subsidiary in respect of taxes or other governmental charges are, in the opinion of the Lessee adequate. United States federal income tax returns (where applicable) of the Lessee and each Consolidated Subsidiary have been examined and closed through the Fiscal Year ended December 31, 1993.

(h) Subsidiaries; Identification of Consolidated Subsidiaries.

Each of the Consolidated Subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, is duly qualified to transact business in every jurisdiction where the failure to so qualify would have a Material Adverse Effect, and has all corporate powers and all governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted in each case where the failure to have the same would have a Material Adverse Effect. As of the initial Closing Date, the Lessee has no Subsidiaries except for those Subsidiaries listed on Schedule 4.1(h) which accurately sets forth each such

Subsidiary's complete name and jurisdiction of incorporation, and which identifies Consolidated Subsidiaries as being such. After the initial Closing Date, in the event that

Lessee's Subsidiaries are no longer published in the Lessee's annual reports filed with the Securities and Exchange Commission, Schedule 4.1(h) shall be

-----  
supplemented from time to time by the Lessee, with copies to the Funding Parties, to identify any additional Subsidiary and any Subsidiary which has become a Consolidated Subsidiary and which has not previously been shown as such on such annual reports or on Schedule 4.1(h) as previously supplemented.  
-----

(i) Investment Company Act. Neither the Lessee nor any  
-----  
Subsidiary is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(j) Public Utility Holding Company Act. Neither the Lessee nor  
-----  
any Subsidiary is a "holding company", or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company", as such terms are defined in the Public Utility Holding Company Act of 1935, as amended.

(k) Ownership of Property; Liens. The Lessee and each  
-----  
Consolidated Subsidiary has title to its properties sufficient for the conduct of its business, and none of such property is subject to any Lien except as permitted in Section 5.18.  
-----

(l) No Default. Neither the Lessee nor any Consolidated  
-----  
Subsidiary is in default under or with respect to any agreement, instrument or undertaking to which it is a party or by which it or any of its property is bound which could reasonably be expected to have or cause a Material Adverse Effect. No Event of Default or Potential Event of Default has occurred and is continuing.

(m) Full Disclosure. All information heretofore furnished by  
-----  
the Lessee to any Funding Party (including, without limitation, information contained in the Lessee's form 10-K annual report for Fiscal Year 1996 and form 10-Q quarterly report for the second Fiscal Quarter of 1997) for purposes of or in connection with this Agreement or any transaction contemplated hereby is, and all such information hereafter furnished by the Lessee to any Funding Party will be, true, accurate and complete in every material respect or based on reasonable estimates on the date as of which such information is stated or certified.

(n) Environmental Matters. (i) Neither the Lessee nor any  
-----  
Consolidated Subsidiary is subject to any Environmental Liability which could reasonably be expected to have or cause a

Material Adverse Effect and neither the Lessee nor any Consolidated Subsidiary has been designated as a potentially responsible party under CERCLA or under any state statute similar to CERCLA where the probable resulting liability would have a Material Adverse Effect. Except as disclosed on Schedule 4.1(n), as

-----  
revised from time to time, to the knowledge of the Lessee, none of the Properties has been identified on any current or proposed (1) National Priorities List under 40 C.F.R. ss. 300, (2) CERCLIS list or (3) any list arising from a state statute similar to CERCLA, in each case under circumstances which have or could reasonably be expected to have a Material Adverse Effect.

(ii) Except as disclosed on Schedule 4.1(n), as

-----  
revised from time to time, to the knowledge of the Lessee, no Hazardous Materials have been or are being used, produced, manufactured, processed, treated, recycled, generated, stored, disposed of, managed or otherwise handled at, or shipped or transported to or from the Properties or are otherwise present at, on, in or under the Properties, except for Hazardous Materials, such as cleaning solvents, pesticides and other materials used, produced, manufactured, processed, treated, recycled, generated, stored, disposed of, managed, or otherwise handled in minimal amounts in the ordinary course of business in compliance with all applicable Environmental Requirements, except in such instances where such failure of compliance would not have a Material Adverse Effect.

(iii) Except as disclosed on Schedule 4.1(n), as

-----  
revised from time to time, the Lessee, and each of the Subsidiaries has procured all Environmental Authorizations necessary for the conduct of its business, and is in compliance with all Environmental Requirements in connection with the operation of the Properties and the Lessee's and each Consolidated Subsidiary's respective businesses, except in such instances where such failure of compliance would not have a Material Adverse Effect.

(o) Capital Stock. All Capital Stock, debentures, bonds, notes

-----  
and all other securities of the Lessee and each Consolidated Subsidiary presently issued and outstanding are validly and properly issued in accordance with all applicable laws, including but not limited to, the "Blue Sky" laws of all applicable states and the federal securities laws. Except as set forth in Schedule 4.1(o), as revised from time to time, the issued shares of Capital

-----  
Stock of the Lessee's Wholly Owned Subsidiaries which are owned by the Lessee are owned by the Lessee free and clear of any Lien or adverse claim and at least  
a

majority of the issued shares of capital stock of each of the Lessee's other Subsidiaries (other than Wholly Owned Subsidiaries) is owned by the Lessee free and clear of any Lien or adverse claim.

(p) Margin Stock. Neither the Lessee nor any Subsidiary is

-----

engaged principally, or as one of its important activities, in the business of purchasing or carrying any Margin Stock, and no part of the proceeds of any Funded Amount will be used for any purpose which violates, or which is inconsistent with, the provisions of Regulation U or Regulation X.

(q) Insolvency. After giving effect to the execution and

-----

delivery of the Operative Documents and the funding of the Funded Amounts under the Operative Agreement: (i) the Lessee will not (x) be "insolvent," within the meaning of such term as used in O.C.G.A. ss. 18-2-22 or as defined in ss. 101 of the "Bankruptcy Code", or Section 2 of either the "UFTA" or the "UFCA", or as defined or used in any "Other Applicable Law" (as those terms are defined below), or (y) be unable to pay its debts generally as such debts become due within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA or Section 6 of the UFCA, or (z) have an unreasonably small capital to engage in any business or transaction, whether current or contemplated, within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA or Section 5 of the UFCA; and (ii) the obligations of the Lessee under the Operative Documents will not be rendered avoidable under any Other Applicable Law. For purposes of this Section 4(q), "Bankruptcy Code" means Title 11 of the United States Code, "UFTA" means the Uniform Fraudulent Transfer Act, "UFCA" means the Uniform Fraudulent Conveyance Act, and "Other Applicable Law" means any other applicable state law pertaining to fraudulent transfers or acts voidable by creditors, in each case as such law may be amended from time to time.

(r) Insurance. The Lessee and each Consolidated Subsidiary has

-----

(either in the name of the Lessee or in such Consolidated Subsidiary's own name), with financially sound and reputable insurance companies, insurance on all its property in comparable amounts and against comparable risks as are usually insured against in the same general area by companies of established repute engaged in the same or similar business.

(s) Rights in Respect of the Leased Property. The Lessee is

-----

not a party to any contract or agreement to sell any interest in the Leased Property or any part thereof, other than pursuant to the Operative Documents or the Existing Lease

(t) Hazardous Materials. (i) To the best knowledge of the

-----  
Lessee, on the Closing Date, except as disclosed in the Environmental Audit, there are no Hazardous Materials present at, upon, under or within the Leased Property or released or transported to or from the Leased Property (except in compliance in all material respects with all applicable Environmental Laws).

(ii) On the Closing Date, no Governmental Actions have been taken or are in process or have been threatened, which could reasonably be expected to subject the Leased Property, any Lender or the Lessor with respect to the Leased Property to any Claims or Liens under any Environmental Law which would have a materially adverse effect on the Lessee, the Lessor, any Lender or the Leased Property.

(iii) The Lessee has, or will obtain on or before the date required by applicable Environmental Laws, all Environmental Permits necessary to operate the Leased Property in accordance with applicable Environmental Laws and is complying with and has at all times complied with all such Environmental Permits, except to the extent the failure to obtain such Environmental Permits or to so comply would not have a Material Adverse Effect.

(iv) No notice, notification, demand, request for information, citations, summons, complaint or order has been issued or filed to or with respect to the Lessee, no penalty has been assessed on the Lessee and no investigation or review is pending or, to its best knowledge, threatened by any Environmental Authority or other Person in each case relating to the Leased Property with respect to any alleged material violation or liability of the Lessee under any Environmental Law. No material notice, notification, demand, request for information, citations, summons, complaint or order has been issued or filed to or with respect to any other Person, no material penalty has been assessed on any other Person and no investigation or review is pending or, to its best knowledge, threatened by any Environmental Authority or other Person relating to the Leased Property with respect to any alleged material violation or liability under any Environmental Law by any other Person.

(v) Except as disclosed in the Environmental Audit, the Leased Property and each portion thereof are presently in compliance in all material respects with all Environmental Laws, and there are no present or, to the Lessee's best



knowledge, past facts, circumstances, activities, events, conditions or occurrences regarding the Leased Property (including without limitation the release or presence of Hazardous Materials) that could reasonably be anticipated to (A) form the basis of a material Claim against the Leased Property, any Funding Party or the Lessee, (B) cause the Leased Property to be subject to any restrictions on ownership, occupancy, use or transferability under any applicable Environmental Law, (C) require the filing or recording of any notice or restriction relating to the presence of Hazardous Materials in the real estate records in the county or other appropriate municipality in which the Leased Property is located, or (D) prevent or interfere with the continued operation and maintenance of the Leased Property as contemplated by the Operative Documents.

(vi) Notwithstanding any provision herein or in the Lease to the contrary, Lessor and Agent agree that it is not, and will not constitute, a violation of any representation, warranty or covenant of the Lessee made in this Agreement, the Lease or any other Operative Document, if Hazardous Materials shall be present or handled, generated, stored, processed or disposed of on, or released or discharged from, the Leased Property, to the extent such Hazardous Materials are used by or on behalf of Lessee in the ordinary course of Lessee's business and in material compliance with all Environmental Laws.

(u) Leased Property. The present condition and use of the  
-----  
Leased Property conforms in all material respects with all conditions or requirements of all existing permits and approvals issued with respect to the Leased Property, and the present use of the Leased Property and the Lessee's future intended use of the Leased Property under the Lease does not, in any material respect, violate any Applicable Law. No material notices, complaints or orders of violation or non-compliance have been issued or, to the Lessee's best knowledge, threatened or contemplated by any Governmental Authority with respect to the Leased Property or any present or intended future use thereof. All agreements, easements and other rights, public or private, which are necessary to permit the lawful use and operation of the Leased Property as the Lessee intends to use the Leased Property under the Lease and which are necessary to permit the lawful intended use and operation of all presently intended utilities, driveways, roads and other means of egress and ingress to and from the same have been, or to the Lessee's best knowledge will be, obtained and are in full force and effect, and the Lessee has no knowledge of any pending modification or cancellation of any

of the same. The Lessee does not make any representation hereby with respect to compliance with the Tripartite Agreement/Option Agreement.

SECTION 4.2 Representations of the Lessor. Effective as of the

-----  
date of execution hereof and as of the Closing Date, the Lessor represents and warrants to the Agent, the Lender and the Lessee as follows:

(a) Securities Act. The interest being acquired or to be

-----  
acquired by the Lessor in the Leased Property is being acquired for its own account, without any view to the distribution thereof or any interest therein, provided that the Lessor shall be entitled to assign, convey or transfer its  
-----  
interest in accordance with Section 6.1.

(b) Employee Benefit Plans. The Lessor is not and will not be

-----  
making its investment hereunder, and is not performing its obligations under the Operative Documents, with the assets of an "employee benefit plan" (as defined in Section 3(3) of ERISA) which is subject to Title I of ERISA, or "plan" (as defined in Section 4975(e)(1) of the Tax Code.

(c) Brokers, Finders. The Lessor has not retained or employed

-----  
any broker, finder or financial adviser in connection with this Master Agreement as to which any fees or commissions described in Section 7.1(f) have been  
-----  
incurred.

(d) Due Organization, etc. The Lessor is a limited partnership

-----  
duly organized and validly existing in good standing under the laws of Connecticut and qualified as a foreign partnership in good standing under the laws of Florida and has full power, authority and legal right to execute, deliver and perform its obligations under the Lease, this Master Agreement and each other Operative Document to which it is or will be a party.

(e) Due Authorization; Enforceability, etc. This Master

-----  
Agreement and each other Operative Document to which the Lessor is or will be a party have been or will be duly authorized, executed and delivered by or on behalf of the Lessor and are, or upon execution and delivery will be, legal, valid and binding obligations of the Lessor enforceable against it in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by general equitable principles.

(f) No Conflict. The execution and delivery by the Lessor of

-----

the Lease, this Master Agreement and each other Operative Document to which the Lessor is or will be a party, are not or will not be, and the performance by the Lessor of its obligations under each will not be, inconsistent with its Partnership Agreement, do not and will not contravene any Applicable Law and do not and will not contravene any provision of, or constitute a default under, any Contractual Obligation of Lessor, and the Lessor possesses all requisite regulatory authority to undertake and perform its obligations under the Operative Documents.

(g) Litigation. There are no pending or, to the knowledge of

-----

the Lessor, threatened actions or proceedings against the Lessor before any court, arbitrator or administrative agency that would have a material adverse effect upon the ability of the Lessor to perform its obligations under this Master Agreement or any other Operative Documents to which it is or will be a party.

(h) Lessor Liens. No Lessor Liens (other than those created by

-----

the Operative Documents) exist on the Closing Date on the Leased Property, or any portion thereof, and the execution, delivery and performance by the Lessor of this Master Agreement or any other Operative Document to which it is or will be a party will not subject the Leased Property, or any portion thereof, to any Lessor Liens (other than those created by the Operative Documents).

(i) Partners. The general partner of the Lessor is AFT Prefco

-----

GP, LLC and the limited partner of the Lessor is AFG Prefco, LLC.

SECTION 4.3 Representations of each Lender. As of the Closing

-----

Date, the Lender represents and warrants to the Lessor and to the Lessee as follows:

(a) Securities Act. The interest being acquired or to be

-----

acquired by the Lender in the Funded Amounts is being acquired for its own account, without any view to the distribution thereof or any interest therein, provided that the Lender shall be entitled to assign, convey or transfer its

-----

interest in accordance with Section 6.2. The Lender is an accredited investor as

-----

that term is defined in Rule 501(a) under the Securities Act.

(b) Employee Benefit Plans. The Lender is not and will not be

-----  
making its investment hereunder, and is not performing its obligations under the Operative Documents, with the assets of an "employee benefit plan" (as defined in Section 3(3) of ERISA) which is subject to Title I of ERISA, or "plan" (as defined in Section 4975(e)(1)) of the Tax Code.

(c) Brokers, Finders. The Lender has not retained or employed

-----  
any broker, finder or financial adviser in connection with this Master Agreement as to which any fees or commissions described in Section 7.1(f) have been

-----  
incurred.

SECTION 5  
COVENANTS OF THE LESSEE

So long as any Commitment remains in effect hereunder or any Funded Amount shall remain outstanding, the Lessee will (unless waived in writing by the Required Funding Parties) perform the following covenants (it being understood and agreed that Sections 5.19 and 5.20 and any related defined

-----  
terms used therein shall be deemed to be amended automatically from time to time in a manner corresponding to any amendment effected from time to time to the corresponding provisions and defined terms in the Credit Agreement, provided that SunTrust Bank, Atlanta has, in its capacity as a lender under the Credit Agreement, consented to such amendment):

SECTION 5.1 Information. The Lessee will deliver to each of the Funding

-----  
Parties:

(a) as soon as available and in any event within 90 days after the end of each Fiscal Year, a consolidated balance sheet of the Lessee and its Consolidated Subsidiaries as of the end of such Fiscal Year and the related consolidated statements of income, shareholders' equity and cash flows for such Fiscal Year, setting forth in each case in comparative form the figures for the previous fiscal year, all certified by Arthur Andersen & Co. or other independent public accountants of nationally recognized standing, with such certification to be free of exceptions and qualifications not acceptable to the Required Funding Parties;

(b) as soon as available and in any event within 60 days after the end of each of the first 3 Fiscal Quarters of each Fiscal Year, a consolidated balance sheet of the Lessee and its Consolidated Subsidiaries as of the end of such Fiscal Quarter and the related statement of income and statement of cash flows

for such Fiscal Quarter and for the portion of the Fiscal Year ended at the end of such Fiscal Quarter, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter and the corresponding portion of the previous Fiscal Year, all certified (subject to normal year-end adjustments) as to fairness of presentation, GAAP and consistency by an Authorized Officer or the chief accounting officer of the Lessee;

(c) within 10 Domestic Business Days after the delivery of each set of financial statements referred to in paragraph (a) above and simultaneously with the delivery of each set of financial statements referred to in paragraph (b) above, a certificate, substantially in the form of Exhibit E (a

-----  
"Compliance Certificate"), of an Authorized Officer or the chief accounting

-----  
officer of the Lessee (i) setting forth in reasonable detail the calculations required to establish whether the Lessee was in compliance with the requirements of Sections 5.15 through 5.20, inclusive, on the date of such financial

-----  
statements and (ii) stating whether any Event of Default or Potential Event of Default exists on the date of such certificate and, if any Event of Default or Potential Event of Default then exists, setting forth the details thereof and the action which the Lessee is taking or proposes to take with respect thereto;

(d) simultaneously with the delivery of each set of annual financial statements referred to in paragraph (a) above, a statement of the firm of independent public accountants which reported on such statements to the effect that nothing has come to their attention to cause them to believe that any Event of Default or Potential Event of Default existed on the date of such financial statements;

(e) within 5 Domestic Business Days after a Principal Officer becomes aware of the occurrence of any Event of Default or Potential Event of Default, a certificate of an Authorized Officer or the chief accounting officer of the Lessee setting forth the details thereof and the action which the Lessee is taking or proposes to take with respect thereto;

(f) promptly upon the mailing thereof to the shareholders of the Lessee generally, copies of all financial statements, reports and proxy statements so mailed;

(g) promptly upon the filing thereof, copies of all registration statements (other than the exhibits thereto and any registration statements on Form S-8 or its equivalent) and

annual, quarterly or monthly reports which the Lessee shall have filed with the Securities and Exchange Commission;

(h) if and when any member of the Controlled Group (i) gives or is required to give notice to the PBGC of any "reportable event" (as defined in Section 4043 of ERISA) with respect to any Plan which could reasonably be expected to constitute grounds for a termination of such Plan under Title IV of ERISA, or knows that the plan administrator of any Plan has given or is required to give notice of any such reportable event, a copy of the notice of such reportable event given or required to be given to the PBGC; (ii) receives notice of complete or partial withdrawal liability under Title IV of ERISA, a copy of such notice; or (iii) receives notice from the PBGC under Title IV of ERISA of an intent to terminate or appoint a trustee to administer any Plan, a copy of such notice, provided, however, that each of the foregoing notices shall not be required to be given unless the reportable event, withdrawal liability, plan termination, or trustee appointment involved could reasonably be expected to give rise to a liability of more than \$1,000,000 on the part of the Lessee or any of its Subsidiaries; and

(i) from time to time such additional information regarding the financial position or business of the Lessee and the Subsidiaries as the Agent, at the request of any Funding Party, may reasonably request.

SECTION 5.2 Inspection of Property, Books and Records.

-----  
(a) The Lessee will keep, and will cause each Consolidated Subsidiary to keep, proper books of record and account in which full, true and correct entries in conformity with GAAP shall be made of all dealings and transactions in relation to its business and activities.

(b) Prior to the occurrence of an Event of Default or a Potential Event of Default, the Lessee will, and the Lessee will cause each Consolidated Subsidiary to, permit representatives of any Funding Party at such Funding Party's expense after reasonable notice during regular business hours (which date of visit shall be mutually agreed upon but shall not be later than 2 weeks after the date requested by such Funding Party) to visit and inspect, in the company of any of the Principal Officers or their designees and their independent public accountants, any of their respective properties, and to examine and make abstracts from any of their respective books and records and to discuss with any of the Principal Officers the

respective affairs, finances and accounts of the Lessee and its Subsidiaries.

(c) After the occurrence of an Event of Default or a Potential Event of Default, the Lessee will permit, and the Lessee will cause each Consolidated Subsidiary to permit, at the Lessee's expense, representatives of any Funding Party to visit and inspect any of their respective properties, to examine and make abstracts from any of their respective books and records and to discuss their respective affairs, finances and accounts with their respective officers, employees and independent public accountants.

The Lessee agrees to cooperate and assist in such visits and inspections set forth in paragraphs (b) and (c) above in this Section, in each case at such reasonable times and as often as may reasonably be desired. Provided, however, (i) in no event shall any Funding Party have access to (1) information prohibited by law or (2) Restricted Information, (ii) Lessee may designate an employee to accompany any Funding Party, and (iii) in the event any Funding Party desires to inspect confidential matters (which matters shall in no event include financial information and data of the Lessee or its Subsidiaries or other information the Funding Parties may require in order to determine compliance with this Agreement) under this Section, such Funding Party shall execute a confidentiality agreement relating to such matters, which agreement shall contain reasonable terms acceptable to such Funding Party and its counsel.

SECTION 5.3 Maintenance of Existence. The Lessee shall and shall cause

-----  
each Consolidated Subsidiary to, maintain its corporate existence (except for any corporate reorganization, dissolutions or liquidations expressly permitted by Section 5.4 or 5.5 hereof) and to carry on its business in substantially the  
-----  
same manner and in substantially the same field as such business is now carried on and maintained.

SECTION 5.4 Dissolution. Neither the Lessee nor any Consolidated

-----  
Subsidiaries shall (a) suffer or permit dissolution or liquidation either in whole or in part, or (b) redeem or retire any shares of its own stock or that of any Consolidated Subsidiary, except (i) through corporate reorganization to the extent permitted by Section 5.5, or (ii) solely in accordance with its policies  
-----  
and programs approved by the Lessee's Board of Directors from time to time, but in no event during the existence of an uncured Event of Default, whether caused by such dissolution, liquidation or otherwise.

SECTION 5.5 Consolidations, Mergers and Sales of Assets. The Lessee

-----  
will not, and the Lessee will not permit any Consolidated Subsidiary to, consolidate or merge with or into, or sell, lease or otherwise transfer all or any substantial part of its assets to, any other Person, or discontinue or eliminate any Subsidiary or division, provided that (a) the Lessee and any

-----  
Consolidated Subsidiary may merge with another Person (provided that in the event of such merger involving the Lessee, the Lessee is the surviving Person) if (i) such Person was organized under the laws of the United States of America or one of its states, (ii) the Lessee or a Consolidated Subsidiary is the corporation surviving such merger and (iii) immediately after giving effect to such merger, no Event of Default or Potential Event of Default shall have occurred and be continuing, (b) Subsidiaries may merge with one another or with the Lessee or with any other Person which will become a Subsidiary as a result of such merger, and (c) the foregoing limitation on the sale, lease or other transfer of assets and on the discontinuation or elimination of a Subsidiary or division shall not prohibit, (i) during any Fiscal Quarter, a transfer of assets or the discontinuance or elimination of a Subsidiary or division (in a single transaction or in a series of related transactions) unless the aggregate assets to be so transferred or utilized in a Subsidiary or division to be so discontinued, when combined with all other assets transferred, and all other assets utilized in all other Subsidiaries or divisions discontinued, in any Fiscal Year contributed more than 17.5% of Consolidated Operating Profits for the immediately preceding Fiscal Year, or (ii) sales of accounts receivable in connection with an accounts receivable securitization program in which the aggregate principal amount invested by the purchaser of such receivables does not exceed \$150,000,000 at any one time.

SECTION 5.6 [Intentionally Left Blank]

SECTION 5.7 Compliance with Laws; Payment of Taxes. The Lessee will,

-----  
and will cause each of the Subsidiaries and each member of the Controlled Group to, comply with applicable laws (including but not limited to ERISA), regulations and similar requirements of governmental authorities (including but not limited to PBGC), except (i) where the necessity of such compliance is being contested in good faith through appropriate proceedings, or (ii) where the failure to do so would not have a Material Adverse Effect. The Lessee will, and will cause each of the Subsidiaries to, pay prior to the time the same become delinquent all taxes, assessments, governmental charges, claims



for labor, supplies, rent and other obligations which, if unpaid, might become a lien against the property of the Lessee or any Consolidated Subsidiary, except (i) liabilities being contested in good faith and against which, if requested by the Agent, the Lessee will set up reserves in accordance with GAAP, or (ii) where the failure to do so would not have a Material Adverse Effect.

SECTION 5.8 Insurance. The Lessee will maintain, and the Lessee will  
-----

cause each of the Subsidiaries to maintain (either in the name of the Lessee or in such Consolidated Subsidiary's own name), with financially sound and reputable insurance companies, insurance on all its property material to its business in comparable amounts and against such risks as are usually insured against in the same general area by companies of established reputations engaged in the same or similar business.

SECTION 5.9 Change in Fiscal Year. The Lessee will not change its  
-----

Fiscal Year without the consent of the Required Funding Parties.

SECTION 5.10 Maintenance of Property. The Lessee shall, and the Lessee  
-----

shall cause each Consolidated Subsidiary to, maintain all of its properties and assets in good condition, repair and working order, ordinary wear and tear excepted, except where the failure to do so would not have a Material Adverse Effect.

SECTION 5.11 Environmental Notices. Upon becoming aware of such  
-----

matters, the Lessee shall furnish to the Funding Parties and the Agent prompt written notice of all Environmental Liabilities, pending or anticipated Environmental Proceedings, Environmental Notices, Environmental Judgments and Orders, and Environmental Releases at, on, in, under or in any way affecting the Properties or any adjacent property, and all facts, events, or conditions that could lead to any of the foregoing, in each case if the same would have a Material Adverse Effect.

SECTION 5.12 Environmental Matters. Except as set forth in Schedule  
-----

5.12, as revised from time to time, neither the Lessee nor any Consolidated  
-----

Subsidiary will, and the Lessee will not permit any Third Party to, use, produce, manufacture, process, treat, recycle, generate, store, dispose of, manage at, or otherwise handle, or ship or transport to or from the Properties any Hazardous Materials, except for Hazardous Materials such as cleaning solvents, pesticides and other similar materials used, produced, manufactured, processed, treated, recycled, generated,

stored, disposed, managed, or otherwise handled in minimal amounts in the ordinary course of business in compliance with all applicable Environmental Requirements in each case where the failure to comply would not have a Material Adverse Effect.

SECTION 5.13 Environmental Release. The Lessee agrees that upon the  
-----

occurrence of an Environmental Release at or on any of the Properties owned by it or any Consolidated Subsidiary, it will take appropriate action required by applicable law, except in such cases where the failure to take such action would not have a Material Adverse Effect.

SECTION 5.14 Heavy Metals. Historic soil and groundwater sampling, as  
-----

well as recent sampling by Allied Environmental, has disclosed the presence of heavy metals and other constituents in the groundwater at the property, including thallium, lead, arsenic, gross alpha and antimony. Lessee covenants and agrees to work with Florida DEP, and to promptly conduct such sampling, remediation and/or other actions required to obtain a letter from Florida DEP indicating that no further action is required with regard to the discovered constituents, in a form reasonably satisfactory to Agent and Lessor, all at no cost to Agent, Lessor or the Lenders. These provisions will be in addition to, and not in limitation of, any other rights of Agent, the Lenders or Lessor.

SECTION 5.15 Storage Tanks, Allied Environmental has discovered  
-----

petroleum related contamination in the vicinity of an above-ground storage tank on the Leased Property. Lessee covenants to promptly notify the appropriate agency and promptly conduct such investigation and remediation at no cost to Agent, the Lenders or Lessor. Remediation will be complete upon receipt by Agent of a letter from the environmental agency with jurisdiction indicating that no further investigation remediation, or other action is necessary with regard to such contamination, in a form reasonably satisfactory to Agent. This provision shall be in addition to, and not in limitation of, any other rights of Agent, the Lenders or Lessor.

SECTION 5.16 Transactions with Affiliates. Neither the Lessee nor any  
-----

of its Consolidated Subsidiaries shall enter into, or be a party to, any transaction with any Affiliate of the Lessee or such Subsidiary (which Affiliate is not the Lessee or a Wholly Owned Subsidiary), except as permitted by law and in the ordinary course of business and pursuant to reasonable terms which are no less favorable to the Lessee or such Subsidiary than

would be obtained in a comparable arm's length transaction with a Person which is not an Affiliate.

SECTION 5.17 Restricted Investments. The Lessee will not, and will not

-----  
permit any of its Subsidiaries to, make any Restricted Investments unless, after giving effect thereto, the aggregate amount of all such Restricted Investments outstanding at any time does not exceed 20% of the Lessee's Consolidated Total Assets; provided that (i) the foregoing shall be tested as at the end of each

-----  
Fiscal Quarter, and (ii) after giving effect to the making of any Restricted Investments permitted by this Section, the Lessee will be in full compliance with all the provisions of the Operative Documents.

SECTION 5.18 Assignment of Lease and Rents. The Lessee shall execute

-----  
and deliver a consent to Assignment of Lease and Rents with respect to the Leased Property existing if and when the Loan Agreement is entered into.

SECTION 5.19 Debt of Consolidated Subsidiaries. The Lessee shall not

-----  
permit any Consolidated Subsidiary to incur or permit to exist any Debt not in existence on the Initial Closing Date, and extensions or renewals thereof, other than (i) the obligations to the Funding Parties under this Agreement; (ii) Debt of the types described in clause (vii) of the definition of Debt which is incurred in the ordinary course of business in connection with (1) the sale or purchase of goods, or (2) to assure performance of any Subsidiaries' service contracts, operating leases, obligations to a utility or a governmental entity, or worker's compensation obligations; (iii) Debt (including Debt secured by Liens permitted by Section 5.18) not exceeding an aggregate amount outstanding

-----  
at any time equal to 20% of Consolidated Net Tangible Assets; and (iv) the obligations to the banks under the Credit Agreement or any refinancing thereof.

Any corporation which becomes a Consolidated Subsidiary after the date hereof shall for all purposes of this Section be deemed to have created, assumed or incurred at the time it becomes a Consolidated Subsidiary all Debt of such corporation existing immediately after it becomes a Consolidated Subsidiary.

SECTION 5.20 Negative Pledge. The Lessee shall not, and the Lessee

-----  
shall not permit any Consolidated Subsidiary to, create, assume or suffer to exist any Lien on any asset now owned or hereafter acquired by it, except:

(a) Liens existing on the date of this Agreement and disclosed on Schedule 5.18(a);  
-----

(b) any Lien existing on any specific fixed asset of any corporation at the time such corporation becomes a Consolidated Subsidiary and not created in contemplation of such event;

(c) any Lien on any specific fixed asset securing Debt incurred or assumed for the purpose of financing all or any part of the cost of acquiring or constructing such asset, provided that (i) such Lien attaches to -----  
such asset concurrently with or within 18 months after the acquisition or completion of construction thereof, and (ii) such acquisition is not in connection with the purchase of all or substantially all of the assets of a Person;

(d) any Lien on any specific fixed asset of any corporation existing at the time such corporation is merged or consolidated with or into the Lessee or a Consolidated Subsidiary and not created in contemplation of such event;

(e) any Lien existing on any specific fixed asset prior to the acquisition thereof by the Lessee or a Consolidated Subsidiary and not created in contemplation of such acquisition;

(f) Liens securing Debt owing by any Subsidiary to the Lessee or another Wholly Owned Subsidiary;

(g) Liens on and transfers of accounts receivable in connection with an accounts receivable securitization program in which the aggregate principal amount invested by the purchaser of such receivables does not exceed \$150,000,000 at any one time;

(h) any Lien arising out of the refinancing, extension, renewal or refunding of any Debt secured by any Lien permitted by any of the foregoing paragraphs of this Section, provided that (i) such Debt is not secured -----  
by any additional assets, and (ii) the amount of such Debt secured by any such Lien is not increased;

(i) any Lien on Margin Stock (subject to the limitation of Debt secured thereby set forth in Section 5.18(p) below);  
-----

(j) subject to Article XII(n) of the Lease, Liens for taxes (including ad valorem taxes), assessments or other

governmental charges or levies not yet due or which are being actively contested in good faith by appropriate proceedings, if adequate reserves with respect thereto are maintained on the books of the Lessee or Subsidiary, as the case may be, in accordance with GAAP;

(k) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen and other Liens imposed by law created in the ordinary course of business for amounts not yet due or which are being contested in good faith by appropriate proceedings, if adequate reserves with respect thereto are maintained on the books of the Lessee or such Subsidiary, as the case may be, in accordance with GAAP;

(l) Liens incurred or deposits made in the ordinary course of business in connection with worker's compensation, unemployment insurance and other types of social security benefits or obligations or to secure performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return-of-money bonds and other similar obligations, provided that such Liens were not incurred in connection with the incurrence of any Debt;

(m) zoning ordinances, easements, licenses, restrictions on the use of real property and minor irregularities in title thereto which do not materially impair the use of such property and the operation of the business of the Lessee or such Subsidiary (as the case may be) thereon or the value of such property;

(n) inchoate Liens arising under ERISA to secure current service pension liabilities as they are incurred under the provisions of Plans from time to time in effect;

(o) rights reserved to or invested in any municipality or governmental, statutory or public authority to control or regulate any property of the Lessee or such Subsidiary, as the case may be, or to use such property in a manner which does not materially impair the use of such property for the purposes of which it is held by the Lessee or such Subsidiary, as the case may be; and

(p) Liens not otherwise permitted by the foregoing paragraphs of this Section securing Debt (other than indebtedness in respect of Funded Amounts) in an aggregate principal amount at any time outstanding which does not exceed 20% of Consolidated Net Tangible Assets.

SECTION 5.21 Interest Coverage Ratio. At the end of each Fiscal Quarter

-----  
commencing with the Fiscal Quarter ending September 30, 1997, the Interest Coverage Ratio shall be greater than or equal to 3.0 to 1.0, determined in accordance with GAAP.

SECTION 5.22 Ratio of Consolidated Funded Debt to Cash Flow. At the end

-----  
of each Fiscal Quarter, commencing with the Fiscal Quarter ending September 30, 1997, the ratio of Consolidated Funded Debt to Cash Flow for the Fiscal Quarter just ended and the immediately preceding 3 Fiscal Quarters shall not exceed 4.0 to 1.0, determined in accordance with GAAP.

SECTION 5.23 Appraisal. The Lessee shall pay when requested by the

-----  
Agent the cost of a report of the Appraiser (an "Appraisal"), which report is -----  
being obtained by the Agent.

SECTION 5.24 Insurance. No later than January 30, 2000 the Lessor and

-----  
the Agent shall have received from the Lessee certificates of insurance evidencing compliance with the provisions of Article VIII of the Lease (including the naming of the Lessor, the Agent and the Lenders as additional insured or loss payee with respect to such insurance), in form and substance reasonably satisfactory to the Lessor and the Agent.

SECTION 5.25 Stamp Tax. If Florida documentary stamp tax is not paid on

-----  
recordation of the Lease, the Lessee will promptly seek a Technical Assistance Advisory ("TAA") from the Florida Department of Revenue. If the TAA holds that such tax is due on the Lease, the Lessee will promptly pay the tax.

SECTION 6  
TRANSFERS BY LESSOR AND LENDERS

SECTION 6.1 Lessor Transfers. The Lessor shall not assign, convey or

-----  
otherwise transfer all or any portion of its right, title or interest in, to or  
under the Leased Property (except pursuant to Article V of the Lease) or any of

-----  
the Operative Documents (i) to any Lessee Competitor or (ii) to any other Person  
without the prior written consent of the Lenders and the Lessee, which consent  
(in the case of clause (ii)) shall not be unreasonably withheld, provided that

-----  
the Lessor may make any such assignment, conveyance or transfer to any other  
Funding Party or any Affiliate of any Funding Party, without such consent, and  
provided further that no such assignment, conveyance or transfer shall separate

-----  
ownership of an estate for years and remainder interest or violate the  
TriPartite Agreement/Option Agreement, and provided further that if such

-----  
assignee is not a United States citizen or resident (or the assignee is filing  
as a foreign corporation, partnership, estate or trust), such assignee shall  
deliver to the Agent and the Lessee Internal Revenue Service form 1001 or 4224,  
as appropriate, or any successor form prescribed by the Internal Revenue  
Service. Any proposed transferee of the Lessor shall make the representation set  
forth in Section 4.2(b) to the other parties hereto.

-----  
SECTION 6.2 Loan Agreement; Lender Transfers. No Lender may grant

-----  
participations in its Commitment or sell Funded Amounts or participations in its  
Funded Amount and Commitment (i) to any Lessee Competitor or (ii) to any other  
Person (other than an Affiliate) without the prior written consent of the  
Lessee, which consent (in the case of clause (ii)) shall not be unreasonably  
withheld. Any approved participation buyer shall not receive voting or waiver  
rights except with respect to postponing maturities, decreasing interest rates,  
releasing all or substantially all of the collateral or increasing principal  
amounts. Assignments will be permitted only with the prior written consent of  
the Lessee and the Agent, which consent (other than in the case of a Lessee  
Competitor) shall not be unreasonably withheld, obtained at least 14 days prior  
to any proposed assignment, and the payment of a processing fee of \$2,500 by the  
assignor or assignee Lender (as agreed between such Persons) to the Agent. Any  
such assignment shall be to an Eligible Assignee who is not a Lessee Competitor,  
shall be of an amount not less than \$5,000,000, and if the assignee is not a  
United States citizen or resident (or the assignee is filing as a foreign  
corporation, partnership, estate or trust), the assignee shall deliver to the  
Agent, the Lessor and the Lessee Internal

Revenue Service form 1001 or 4224, as appropriate, or any successor form prescribed by the Internal Revenue Service. Assignments shall be evidenced by an assignment and assumption agreement in substantially the form set forth as Exhibit J.

- - - - -

SECTION 6.3 Lessee Competitors. "Lessee Competitor" means (i) each

Person whose name appears on the most recently revised Competitor List which has been sent to Lessor and the Lenders prior to the commencement by Lessor or a Lender, as the case may be, of negotiations for any transfer under this Section

6 to such Person and (ii) all Affiliates of such Person. Attached hereto as

Schedule 6 is the current list (the "Competitor List") of Lessee Competitors.

Lessee shall have the right to update the Competitor List no more often than once every six months during the Lease Term. In updating the Competitor List, Lessee may add thereto any Person (an "Added Competitor") that at the time of

such updating is engaged, directly or indirectly, within any of the fifty (50) states of the United States, District of Columbia, Puerto Rico, Canada or the United Kingdom, in a business in which Lessee or any of its Affiliates is then engaged, provided that Lessee shall then delete one competitor from the Competitor List for each competitor so added so that the Competitor List shall never contain more than nineteen (19) Lessee Competitors. Notwithstanding anything to the contrary stated herein, in no event shall any bank, insurance company, pension fund, real estate investment trust, finance company or other institutional lender (an "Institutional Lender") or investor be a Lessee

Competitor or included in any Competitor List.

SECTION 6.4 Lessor's Covenants. The Lessor covenants and agrees that,

unless the Agent and the Lender shall have otherwise consented in writing:

(a) it shall not amend its Partnership Agreement;

(b) it shall not incur any indebtedness or other monetary obligation or liability, other than operating expenses incurred in the ordinary course of business that are not delinquent;

(c) the proceeds of the Loans received from the Lenders will be used by the Lessor solely to pay costs of acquisition of the Leased Property and to pay the Lessee for certain closing and transaction costs associated therewith. No portion of the proceeds of the Loans will be used by the Lessor (i) in connection with, whether directly or indirectly, any tender offer for, or other acquisition of, stock of any



corporation with a view towards obtaining control of such other corporation, (ii) directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of purchasing or carrying any Margin Stock, or (iii) for any purpose in violation of any Applicable Law;

(d) it shall not engage in any business or activity, or invest in any Person, except for the Transactions;

(e) it will permit the Agent, the Lenders and their respective representatives to examine, and make copies from, the Lessor's books and records, and to visit the offices and properties of the Lessor for the purpose of examining such materials, and to discuss the Lessor's performance hereunder with any of its, or its general partner's, officers and employees;

(f) it shall not consent to or suffer or permit any Lien against the Leased Property, other than as expressly contemplated pursuant to the Operative Documents;

(g) it shall not consent to or suffer or permit the creation of any easement or other restriction against the Leased Property other than as permitted pursuant to Article V of the Lease; and

(h) it shall not hereafter violate or cause a violation of the terms and provisions of the Tripartite Agreement/Option Agreement without the consent of the Lessee.

SECTION 6.5 Existing Property Documents. (a) The parties hereto

-----

acknowledge that the Lessee may terminate the Existing Lease.

(b) If Equifax Payment Services, Inc. exercises its option to purchase the Leased Property pursuant to the Existing Lease, the Lessor, Agent, other Lenders and the Lessee shall cooperate to facilitate the transaction and enter into such modifications to the Operative Documents as may be necessary so that the Lease and the other Operative Documents remain in effect, Equifax Payment Services, Inc. shall pay to Honeywell the amount due pursuant to the Existing Lease and shall pay actual, out-of-pocket legal expenses of the Lessor, Agent and Other Lenders, but no other fees or charges, and there shall be no actual transfer of the Leased Property.

(c) If Equifax Payment Services, Inc. validly exercises its purchase option under the Honeywell Lease, then the

Lessor shall sell the Lease Property to Honeywell for the purchase price provided under the Honeywell Lease, the Agent shall release its lien on the Leased Property, and the Lessee shall pay to the Funding Parties any excess of the Lease Balance over the amount received by the Lessor from Honeywell.

SECTION 7  
INDEMNIFICATION

SECTION 7.1 General Indemnification. The Lessee agrees, whether or not  
-----

any of the transactions contemplated hereby shall be consummated, to assume liability for, and to indemnify, protect, defend, save and hold harmless each Indemnitee, on an After-Tax Basis, from and against, any and all Claims that may be imposed on, incurred by or asserted, or threatened to be asserted, against such Indemnitee (whether because of action or omission by such Indemnitee or otherwise), whether or not such Indemnitee shall also be indemnified as to any such Claim by any other Person and whether or not such Claim arises or accrues prior to the Closing Date or after the Lease Termination Date, in any way relating to or arising out of:

(a) any of the Operative Documents or any of the transactions contemplated thereby, and any amendment, modification or waiver in respect thereof; or

(b) the Land, any Building or any part thereof or interest therein;

(c) the purchase, design, construction, preparation, installation, inspection, delivery, non-delivery, acceptance, rejection, ownership, management, possession, operation, rental, lease, sublease, repossession, maintenance, repair, alteration, modification, addition, substitution, storage, transfer of title, redelivery, use, financing, refinancing, disposition, operation, condition, sale (including, without limitation, any sale pursuant to the Lease), return or other disposition of all or any part of any interest in the Leased Property or the imposition of any Lien (or incurring of any liability to refund or pay over any amount as a result of any Lien) thereon, including, without limitation: (1) Claims or penalties arising from any violation or alleged violation of law or in tort (strict liability or otherwise), (2) latent or other defects, whether or not discoverable, (3) any Claim based upon a violation or alleged violation of the terms of any

restriction, easement, condition or covenant or other matter affecting title to the Leased Property or the part thereof, (4) the making of any Alterations in violation of any standards imposed by any insurance policies required to be maintained by the Lessee pursuant to the Lease which are in effect at any time with respect to the Leased Property or any part thereof, (5) any Claim for patent, trademark or copyright infringement, (6) Claims arising from any public improvements with respect to the Leased Property resulting in any charge or special assessments being levied against the Leased Property or any Claim for utility "tap-in" fees, (7) Claims for personal injury or real or personal property damage occurring, or allegedly occurring, on the Land, Building or Leased Property and (8) any Claim in respect of the Tripartite Agreement/Option Agreement other than Claims resulting from actions of the Lessor after the Closing Date taken without the consent of the Lessee;

(d) the offer, issuance, sale or delivery of the Notes by the Lessee;

(e) the breach or alleged breach by the Lessee of any representation or warranty made by it or deemed made by it in any Operative Document or any certificate required to be delivered by any Operative Document;

(f) the retaining or employment of any broker, finder or financial advisor by the Lessee to act on its behalf in connection with this Master Agreement, or the incurring of any fees or commissions to which the Lessor, the Agent or any Lender might be subjected by virtue of their entering into the transactions contemplated by this Master Agreement;

(g) the existence of any Lien on or with respect to the Leased Property, any Basic Rent or Supplemental Rent, title thereto, or any interest therein, including any Liens which arise out of the possession, use, occupancy, construction, repair or rebuilding of the Leased Property or by reason of labor or materials furnished or claimed to have been furnished to the Lessor or the Lessee, or any of their respective contractors or agents or by reason of the financing of any personalty or equipment purchased or leased by the Lessor or the Lessee or Alterations constructed by the Lessor or the Lessee, except in all cases the Liens listed as items (a) and (b) in the definition of Permitted Liens;

(h) the transactions contemplated hereby or by any other Operative Document, in respect of the application of Parts 4 and 5 of Subtitle B of Title I of ERISA and any prohibited transaction described in Section 4975(c) of the Tax Code;

(i) any act or omission by the Lessee under any Operative Document, and any breach of any requirement, condition, restriction or limitation in any Deed; or

(j) any activities or liabilities of the Lessor that were conducted or incurred prior to the Closing Date;

provided, however, that the Lessee shall not be required to indemnify any

-----  
Indemnitee under this Section 7.1 for any of the following: (1) any Claim to the

-----  
extent that such Claim results from the willful misconduct (not taken at the request of the Lessee), willful misrepresentation or gross negligence of such Indemnitee, or (2) any Claim resulting from Lessor Liens which the Lessor Indemnitee Group is responsible for discharging under the Operative Documents. It is expressly understood and agreed that the indemnity provided for herein shall survive the expiration or termination of, and shall be separate and independent from any other remedy under this Master Agreement, the Lease or any other Operative Document.

SECTION 7.2 Environmental Indemnity. In addition to and without

-----  
limitation of Section 7.1, the Lessee agrees to indemnify, hold harmless and

-----  
defend each Indemnitee from and against any and all claims (including without limitation third party claims for personal injury or real or personal property damage), losses (including but not limited to any loss of value of the Leased Property), damages, liabilities, fines, penalties, charges, suits, settlements, demands, administrative and judicial proceedings (including informal proceedings) and orders, judgments, remedial action, requirements, enforcement actions of any kind, and all reasonable costs and expenses actually incurred in connection therewith (including, but not limited to, reasonable attorneys' and/or paralegals' fees and expenses), including, but not limited to, all costs incurred in connection with any investigation or monitoring of site conditions or any clean-up, remedial, removal or restoration work by any federal, state or local government agency, arising directly or indirectly, in whole or in part, out of

(i) the presence on or under the Land of any Hazardous Materials, or any releases or discharges of any Hazardous Materials on, under, from or onto the Land,

(ii) any activity, including, without limitation, construction, carried on or undertaken on or off the Land, and whether by the Lessee or any predecessor in title or any employees, agents, contractors or subcontractors of the Lessee or any predecessor in title, or any other Person, in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Materials that at any time are located or present on or under or that at any time migrate, flow, percolate, diffuse or in any way move onto or under the Land,

(iii) loss of or damage to any property or the environment (including, without limitation, clean-up costs, response costs, remediation and removal costs, cost of corrective action, costs of financial assurance, fines and penalties and natural resource damages), or death or injury to any Person, and all expenses associated with the protection of wildlife, aquatic species, vegetation, flora and fauna, and any mitigative action required by or under applicable Environmental Laws, in each case to the extent related to the Leased Property,

(iv) any claim concerning the Leased Property's lack of compliance with applicable Environmental Laws, or any act or omission causing an environmental condition on or with respect to the Leased Property that requires remediation or would allow any governmental agency to record a lien or encumbrance on the land records, or

(v) any residual contamination on or under the Land, or affecting any natural resources on the Land, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any Hazardous Materials on or from the Leased Property; in each case irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances;

in any case with respect to the matters described in the foregoing clauses (i) -----  
through (v) that arise or occur  
---

(w) prior to or during the Lease Term,

(x) at any time during which the Lessee or any Affiliate thereof owns any interest in or otherwise occupies or possesses the Leased Property or any portion thereof,

(y) during any period after and during the continuance of any Event of Default or

(z) during any period of up to three years following the date an Indemnitee takes possession of the Leased Property and during which such Indemnitee retains such possession;

provided, however, the Lessee shall not be required to indemnify any Indemnitee -----  
under this Section 7.2 for any Claim to the extent that such Claim results from -----

(1) the willful misconduct or gross negligence of such Indemnitee or (2) Hazardous Materials which are initially placed on, in or under the Leased Property by a Person other than the Lessee or any Affiliate thereof or any sublessee or assignee of Lessee after the date the Lessee has surrendered possession of the Leased Property and such Indemnitee, or any nominee of such Indemnitee or third-party purchaser of the Leased Property takes possession of the Leased Property. It is expressly understood and agreed that the indemnity provided for herein shall survive the expiration or termination of and shall be separate and independent from any other remedy under this Master Agreement, the Lease or any other Operative Document.

SECTION 7.3 Proceedings in Respect of Claims. With respect to any -----

amount that the Lessee is requested by an Indemnitee to pay by reason of Section -----  
7.1 or 7.2, such Indemnitee shall, if so requested by the Lessee and prior to -----  
---

any payment, submit such additional information to the Lessee as the Lessee may reasonably request and which is in the possession of such Indemnitee to substantiate properly the requested payment. In case any action, suit or proceeding shall be brought against any Indemnitee, such Indemnitee shall notify the Lessee of the commencement thereof, and the Lessee shall be entitled, at its expense, to participate in, and, to the extent that the Lessee desires to, assume and control the defense thereof with counsel reasonably satisfactory to such Indemnitee; provided, however, that such Indemnitee may pursue a motion to -----

dismiss such Indemnitee from such action, suit

or proceeding with counsel of such Indemnitee's choice at the Lessee's expense; and provided further that the Lessee may assume and control the defense of such

-----  
proceeding only if the Lessee shall have acknowledged in writing its obligations to fully indemnify such Indemnitee in respect of such action, suit or proceeding, the Lessee shall pay all reasonable costs and expenses related to such action, suit or proceeding as and when incurred and the Lessee shall keep such Indemnitee fully apprised of the status of such action suit or proceeding and shall provide such Indemnitee with all information with respect to such action suit or proceeding as such Indemnitee shall reasonably request; and, provided further, that the Lessee shall not be entitled to assume and control

-----  
the defense of any such action, suit or proceeding if and to the extent that, (A) in the reasonable opinion of such Indemnitee, (x) such action, suit or proceeding involves any possibility of imposition of criminal liability or any material risk of material civil liability on such Indemnitee or (y) such action, suit or proceeding will involve a material risk of the sale, forfeiture or loss of, or the creation of any Lien (other than a Permitted Lien) on the Leased Property or any part thereof unless the Lessee shall have posted a bond or other security satisfactory to the relevant Indemnitees in respect to such risk or (z) the control of such action, suit or proceeding would involve an actual or potential conflict of interest, (B) such proceeding involves Claims not fully indemnified by the Lessee which the Lessee and the Indemnitee have been unable to sever from the indemnified claim(s), or (C) an Event of Default has occurred and is continuing. The Indemnitee may participate in a reasonable manner at its own expense and with its own counsel in any proceeding conducted by the Lessee in accordance with the foregoing.

If the Lessee fails to fulfill the conditions to the Lessee's assuming the defense of any claim on or prior to the date that is 15 days prior to the date that an answer or response is required, the Indemnitee may undertake such defense, at the Lessee's expense. The Lessee shall not enter into any settlement or other compromise with respect to any Claim which is entitled to be indemnified under Section 7.1 or 7.2 without the prior written consent of the

-----  
related Indemnitee, which consent shall not be unreasonably withheld. Unless an Event of Default shall have occurred and be continuing, no Indemnitee shall enter into any settlement or other compromise with respect to any claim which is entitled to be indemnified under Section 7.1 or 7.2 without the prior written

-----  
consent of the Lessee, which consent shall not be unreasonably withheld, unless such Indemnitee waives

its right to be indemnified under Section 7.1 or 7.2 with respect to such Claim.  
-----

Upon payment in full of any Claim by the Lessee pursuant to Section 7.1  
-----  
or 7.2 to or on behalf of an Indemnitee, the Lessee, without any further action,  
-----  
shall be subrogated to any and all claims that such Indemnitee may have relating  
thereto (other than claims in respect of insurance policies maintained by such  
Indemnitee at its own expense), and such Indemnitee shall execute such  
instruments of assignment and conveyance, evidence of claims and payment and  
such other documents, instruments and agreements as may be reasonably necessary  
to preserve any such claims and otherwise cooperate with the Lessee and give  
such further assurances as are reasonably necessary or advisable to enable the  
Lessee vigorously to pursue such claims.

Any amount payable to an Indemnitee pursuant to Section 7.1 or 7.2  
-----  
shall be paid to such Indemnitee promptly upon, but in no event later than 30  
days after, receipt of a written demand therefor from such Indemnitee,  
accompanied by a written statement describing in reasonable detail the basis for  
such indemnity and the computation of the amount so payable.

If for any reason the indemnification provided for in Section 7.1 or  
-----  
7.2 is unavailable to an Indemnitee or is insufficient to hold an Indemnitee  
-----  
harmless, then the Lessee agrees to contribute to the amount paid or payable by  
such Indemnitee as a result of such loss, claim, damage or liability in such  
proportion as is appropriate to reflect not only the relative benefits received  
by such Indemnitee on the one hand and by the Lessee on the other hand but also  
the relative fault of such Indemnitee as well as any other relevant equitable  
considerations. It is expressly understood and agreed that the right to  
contribution provided for herein shall survive the expiration or termination of  
and shall be separate and independent from any other remedy under this Master  
Agreement, the Lease or any other Operative Document.

SECTION 7.4 General Tax Indemnity. (a) Tax Indemnity. Except as  
-----  
otherwise provided in this Section 7.4, the Lessee shall pay on an After-Tax  
-----  
Basis, and on written demand shall indemnify and hold each Tax Indemnitee  
harmless from and against, any and all fees (including, without limitation,  
documentation, recording, license and registration fees), taxes (including,  
without limitation, income, gross receipts, sales, rental, use, turnover,  
value-added, property, excise and stamp taxes), levies, imposts, duties,  
charges, assessments or withholdings of any



nature whatsoever, together with any penalties, fines or interest thereon or additions thereto (any of the foregoing being referred to herein as "Taxes" and

-----  
individually as a "Tax" (for the purposes of this Section 7.4, the definition of  
--- -----

"Taxes" includes amounts imposed on, incurred by, or asserted against each Tax Indemnitee as the result of any prohibited transaction, within the meaning of Section 406 or 407 of ERISA or Section 4975(c) of the Tax Code, arising out of the transactions contemplated hereby or by any other Operative Document)) imposed on or with respect to any Tax Indemnitee, the Lessee, the partnership interests in the Lessor, the Leased Property or any portion thereof or the Land, or any sublessee or user thereof, by the United States or by any state or local government or other taxing authority in the United States in connection with or in any way relating to (i) the acquisition, financing, mortgaging, construction, preparation, installation, inspection, delivery, non-delivery, acceptance, rejection, purchase, ownership, possession, rental, lease, sublease, maintenance, repair, storage, transfer of title, redelivery, use, operation, condition, sale, return or other application or disposition of all or any part of the Leased Property or the partnership interests in the Lessor or the imposition of any Lien (or incurrence of any liability to refund or pay over any amount as a result of any Lien) thereon, (ii) Basic Rent or Supplemental Rent or the receipts or earnings arising from or received with respect to the Leased Property or any part thereof, or any interest therein or any applications or dispositions thereof, (iii) any other amount paid or payable pursuant to the Notes, or any other Operative Documents, (iv) the Leased Property, the Land or any part thereof or any interest therein (including, without limitation, all assessments payable in respect thereof, including, without limitation, all assessments noted on the related Title Policy), (v) all or any of the Operative Documents, any other documents contemplated thereby, any amendments and supplements thereto, and (vi) otherwise with respect to or in connection with the transactions contemplated by the Operative Documents.

(b) Exclusions from General Tax Indemnity. Section 7.4(a)  
-----

shall not apply to:

(i) Taxes on, based on, or measured by or with respect to net income of the Lessor and the Lender (including, without limitation, minimum Taxes, capital gains Taxes, Taxes on or measured by items of tax preference or alternative minimum Taxes) other than (A) any such Taxes that are, or are in the nature of, sales, use, license, rental or property Taxes, (B) withholding Taxes imposed by

the United States or any state in which Leased Property is located (i) on payments with respect to the Notes, to the extent imposed by reason of a change in Applicable Law occurring after the date on which the holder of such Note became the holder of such Note or (ii) on Rent, to the extent the net payment of Rent after deduction of such withholding Taxes would be less than amounts currently payable with respect to the Funded Amounts and (C) Taxes relating to activities of the Lessor prior to the Closing Date;

(ii) Taxes on, based on, or in the nature of or measured by Taxes on doing business, business privilege, franchise, capital, capital stock, net worth, or mercantile license or similar taxes other than (A) any increase in such Taxes imposed on such Tax Indemnitee by any state in which the Leased Property is located, net of any decrease in such taxes realized by such Tax Indemnitee, to the extent that such tax increase would not have occurred if on the Closing Date the Lessor and the Lender had advanced funds to the Lessee in the form of loans secured by the Leased Property in an amount equal to the Funded Amounts funded on such Funding Date, with debt service for such loans equal to the Basic Rent payable on each Payment Date and a principal balance at the maturity of such loans in a total amount equal to the Funded Amounts at the end of the Lease Term, or (B) any Taxes that are or are in the nature of sales, use, rental, license or property Taxes;

(iii) Taxes that are based on, or measured by, the fees or other compensation received by a Person acting as Agent (in its individual capacities) or any Affiliate of any thereof for acting as trustee under the Loan Agreement;

(iv) Taxes that result from any act, event or omission, or are attributable to any period of time, that occurs after the earliest of (A) the expiration of the Lease Term and, if the Leased Property is required to be returned to the Lessor in accordance with the Lease, such return and (B) the discharge in full of the Lessee's obligations to pay the Lease Balance, or any amount determined by reference thereto, with respect to the Leased Property and all other amounts due under the Lease, unless such Taxes relate to acts, events or matters occurring prior to the earliest of such times or are imposed on or with respect to any payments due under the Operative Documents after such expiration or discharge;

(v) Taxes imposed on a Tax Indemnitee that result from any voluntary sale, assignment, transfer or other disposition by such Tax Indemnitee or any related Tax Indemnitee of any interest in the Leased Property or any part thereof, or any interest therein or any interest or obligation arising under the Operative Documents, or from any sale, assignment, transfer or other disposition of any interest in such Tax Indemnitee or any related Tax Indemnitee, it being understood that each of the following shall not be considered a voluntary sale: (A) any substitution, replacement or removal of any of the property by the Lessee, (B) any sale or transfer resulting from the exercise by the Lessee of any termination option, any purchase option or sale option, (C) any sale or transfer while an Event of Default shall have occurred and be continuing under the Lease, and (D) any sale or transfer resulting from the Lessor's exercise of remedies under the Lease;

(vi) any Tax which is being contested in accordance with the provisions of Section 7.4(c), during the pendency of such  
-----  
contest;

(vii) any Tax that is imposed on a Tax Indemnitee as a result of such Tax Indemnitee's gross negligence or willful misconduct (other than gross negligence or willful misconduct imputed to such Tax Indemnitee solely by reason of its interest in the Leased Property);

(viii) any Tax to the extent resulting from a Tax Indemnitee engaging after the Closing Date, with respect to the Leased Property or the partnership interests in the Lessor, in transactions other than those permitted by the Operative Documents;

(ix) to the extent any interest, penalties or additions to tax result in whole or in part from the failure of a Tax Indemnitee to file a return that it is required to file in a proper and timely manner, unless such failure (A) results from the transactions contemplated by the Operative Documents in circumstances where the Lessee did not give timely notice to such Tax Indemnitee (and such Tax Indemnitee otherwise had no actual knowledge) of such filing requirement that would have permitted a proper and timely filing of such return, or (B) results from the failure of the Lessee to supply information necessary for the proper

and timely filing of such return that was not in the possession of such Tax Indemnitee; and

(x) any Tax that results from the breach by the Lessor of its representation and warranty made in Section 4.2(b) or the breach of any Lender of its representation and warranty made in Section 4.3(b).

(c) Contests. If any claim shall be made against any Tax

Indemnitee or if any proceeding shall be commenced against any Tax Indemnitee (including a written notice of such proceeding) for any Taxes as to which the Lessee may have an indemnity obligation pursuant to Section 7.4, or if any Tax

Indemnitee shall determine that any Taxes as to which the Lessee may have an indemnity obligation pursuant to Section 7.4 may be payable, such Tax Indemnitee

shall promptly notify the Lessee. The Lessee shall be entitled, at its expense, to participate in, and, to the extent that the Lessee desire to, assume and control the defense thereof; provided, however, that the Lessee shall have

acknowledged in writing its obligation to fully indemnify such Tax Indemnitee in respect of such action, suit or proceeding if the contest is unsuccessful; and, provided further, that the Lessee shall not be entitled to assume and control

the defense of any such action, suit or proceeding (but the Tax Indemnitee shall then contest, at the sole cost and expense of the Lessee, on behalf of the Lessee with representatives reasonably satisfactory to the Lessee) if and to the extent that, (A) in the reasonable opinion of such Tax Indemnitee, such action, suit or proceeding (x) involves any meaningful risk of imposition of criminal liability or any material risk of material civil liability on such Tax Indemnitee or (y) will involve a material risk of the sale, forfeiture or loss of, or the creation of any Lien (other than a Permitted Lien) on the Leased Property or any part thereof unless the Lessee shall have posted a bond or other security satisfactory to the relevant Tax Indemnities in respect to such risk, (B) such proceeding involves Claims not fully indemnified by the Lessee which the Lessee and the Tax Indemnitee have been unable to sever from the indemnified claim(s), (C) an Event of Default has occurred and is continuing, (D) such action, suit or proceeding involves matters which extend beyond or are unrelated to the Transaction and if determined adversely could be materially detrimental to the interests of such Tax Indemnitee notwithstanding indemnification by the Lessee or (E) such action, suit or proceeding involves any federal or any state income tax liability of the Tax Indemnitee. With respect to any contests controlled by a Tax Indemnitee, (i) if such contest relates to the federal or any state income tax liability of such Tax

Indemnatee, such Tax Indemnatee shall be required to conduct such contest only if the Lessee shall have provided to such Tax Indemnatee an opinion of independent tax counsel selected by the Tax Indemnatee and reasonably satisfactory to the Lessee stating that a reasonable basis exists to contest such claim or (ii) in the case of an appeal of an adverse determination of any contest relating to any Taxes, an opinion of such counsel to the effect that such appeal is more likely than not to be successful, provided, however, such

-----  
Tax Indemnatee shall in no event be required to appeal an adverse determination to the United States Supreme Court. The Tax Indemnatee may participate in a reasonable manner at its own expense and with its own counsel in any proceeding conducted by the Lessee in accordance with the foregoing.

Each Tax Indemnatee shall at the Lessee's expense supply the Lessee with such information and documents in such Tax Indemnatee's possession reasonably requested by the Lessee as are necessary or advisable for the Lessee to participate in any action, suit or proceeding to the extent permitted by this Section 7.4. Unless an Event of Default shall have occurred and be continuing,

-----  
no Tax Indemnatee shall enter into any settlement or other compromise with respect to any Claim which is entitled to be indemnified under this Section 7.4

-----  
without the prior written consent of the Lessee, which consent shall not be unreasonably withheld, unless such Tax Indemnatee waives its right to be indemnified under this Section 7.4 with respect to such Claim.

-----  
Notwithstanding anything contained herein to the contrary, (a) a Tax Indemnatee will not be required to contest (and the Lessee shall not be permitted to contest) a claim with respect to the imposition of any Tax if such Tax Indemnatee shall waive its right to indemnification under this Section 7.4

-----  
with respect to such claim (and any related claim with respect to other taxable years the contest of which is precluded as a result of such waiver) and (b) no Tax Indemnatee shall be required to contest any claim if the subject matter thereof shall be of a continuing nature and shall have previously been decided adversely, unless there has been a change in law which in the opinion of Tax Indemnatee's counsel creates substantial authority for the success of such contest. Each Tax Indemnatee and the Lessee shall consult in good faith with each other regarding the conduct of such contest controlled by either.

(d) Reimbursement for Tax Savings. If (x) a Tax Indemnatee  
-----  
shall obtain a credit or refund of any Taxes paid by

the Lessee pursuant to this Section 7.4 or (y) by reason of the incurrence or  
-----  
imposition of any Tax for which a Tax Indemnitee is indemnified hereunder or any  
payment made to or for the account of such Tax Indemnitee by the Lessee pursuant  
to this Section 7.4, such Tax Indemnitee at any time realizes a reduction in any  
-----  
Taxes for which the Lessee is not required to indemnify such Tax Indemnitee  
pursuant to this Section 7.4, which reduction in Taxes was not taken into  
-----  
account in computing such payment by the Lessee to or for the account of such  
Tax Indemnitee, then such Tax Indemnitee shall promptly pay to the Lessee (xx)  
the amount of such credit or refund, together with the amount of any interest  
received by such Tax Indemnitee on account of such credit or refund or (yy) an  
amount equal to such reduction in Taxes, as the case may be; provided that no  
-----  
such payment shall be made so long as an Event of Default shall have occurred  
and be continuing and, provided, further, that the amount payable to the Lessee  
-----  
by any Tax Indemnitee pursuant to this Section 7.4(d) shall not at any time  
-----  
exceed the aggregate amount of all indemnity payments made by the Lessee under  
this Section 7.4 to such Tax Indemnitee with respect to the Taxes which gave  
-----  
rise to the credit or refund or with respect to the Tax which gave rise to the  
reduction in Taxes less the amount of all prior payments made to the Lessee by  
such Tax Indemnitee under this Section 7.4(d). Each Tax Indemnitee agrees to act  
-----  
in good faith to claim such refunds and other available Tax benefits, and take  
such other actions as may be reasonable to minimize any payment due from the  
Lessee pursuant to this Section 7.4. The disallowance or reduction of any  
-----  
credit, refund or other tax savings with respect to which a Tax Indemnitee has  
made a payment to the Lessee under this Section 7.4(d) shall be treated as a Tax  
-----  
for which the Lessee are obligated to indemnify such Tax Indemnitee hereunder  
without regard to Section 7.4(b) hereof.  
-----

(e) Payments. Any Tax indemnifiable under this Section 7.4  
-----

shall be paid directly when due to the applicable taxing authority if direct  
payment is practicable and permitted. If direct payment to the applicable taxing  
authority is not permitted or is otherwise not made, any amount payable to a Tax  
Indemnitee pursuant to Section 7.4 shall be paid within thirty (30) days after  
-----  
receipt of a written demand therefor from such Tax Indemnitee accompanied by a  
written statement describing in reasonable detail the amount so payable, but not  
before the date that the relevant Taxes are due. Any payments made pursuant to  
Section 7.4 shall be made to the Tax Indemnitee entitled thereto or the Lessor,  
-----  
as the case may be, in immediately available funds at such bank or to such  
account as specified by the payee in written directions to the payor, or, if no  
such direction shall

have been given, by check of the payor payable to the order of the payee by certified mail, postage prepaid at its address as set forth in this Master Agreement. Upon the request of any Tax Indemnitee with respect to a Tax that the Lessee are required to pay, the Lessee shall furnish to such Tax Indemnitee the original or a certified copy of a receipt for the Lessee's payment of such Tax or such other evidence of payment as is reasonably acceptable to such Tax Indemnitee.

(f) Reports. If the Lessee knows of any report, return or  
-----  
statement required to be filed with respect to any Taxes that are subject to indemnification under this Section 7.4, the Lessee shall, if the Lessee is  
-----  
permitted by Applicable Law, timely file such report, return or statement (and, to the extent permitted by law, show ownership of the applicable Leased Property in the Lessee); provided, however, that if the Lessee is not permitted by  
-----  
Applicable Law or does not have access to the information required to file any such report, return or statement, the Lessee will promptly so notify the appropriate Tax Indemnitee, in which case Tax Indemnitee will file such report. In any case in which the Tax Indemnitee will file any such report, return or statement, the Lessee shall, upon written request of such Tax Indemnitee, prepare such report, return or statement for filing by such Tax Indemnitee or, if such Tax Indemnitee so requests, provide such Tax Indemnitee with such information as is reasonably available to the Lessee.

(g) Verification. At the Lessee's request, the amount of any  
-----  
indemnity payment by the Lessee or any payment by a Tax Indemnitee to the Lessee pursuant to this Section 7.4 shall be verified and certified by an independent  
-----  
public accounting firm selected by the Lessee and reasonably acceptable to the Tax Indemnitee. Unless such verification shall disclose an error in the Lessee's favor of 5% or more, the costs of such verification shall be borne by the Lessee. In no event shall the Lessee have the right to review the Tax Indemnitee's tax returns or receive any other confidential information from the Tax Indemnitee in connection with such verification. The Tax Indemnitee agrees to cooperate with the independent public accounting firm performing the verification and to supply such firm with all information reasonably necessary to permit it to accomplish such verification, provided that the information  
-----  
provided to such firm by such Tax Indemnitee shall be for its confidential use. The parties agree that the sole responsibility of the independent public accounting firm shall be to verify the amount of a payment pursuant to this Master Agreement and that matters of

interpretation of this Master Agreement are not within the scope of the independent accounting firm's responsibilities.

SECTION 7.5 Basis for Determining Interest Rate Inadequate or Unfair.  
-----

If on or prior to the first day of any Rent Period:

(a) the Agent determines that deposits in Dollars (in the applicable amounts) are not being offered in the relevant market for such Rent Period, or

(b) the Required Funding Parties advise the Agent that the London Interbank Offered Rate as determined by the Agent will not adequately and fairly reflect the cost to such Funding Parties of funding LIBOR Advances for such Rent Period,

the Agent shall forthwith give notice thereof to the Lessee and the Funding Parties, whereupon until the Agent notifies the Lessee that the circumstances giving rise to such suspension no longer exist, the obligations of the Funding Parties to make or maintain such Funded Amounts as LIBOR Advances shall be suspended, and such affected LIBOR Advances shall bear interest or accrue yield, as the case may be, at the Alternative Rate.

SECTION 7.6 Illegality. If, after the date hereof, the adoption of any  
-----

applicable law, rule or regulation, or any change therein, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof (any such agency being referred to as an "Authority" and any such event  
-----

being referred to as a "Change of Law"), or compliance by any Funding Party (or  
-----

its Funding Office) with any request or directive (whether or not having the force of law) of any Authority shall make it unlawful or impossible for any Funding Party (or its Funding Office) to make, maintain or fund its LIBOR Advances and such Funding Party shall so notify the Agent, the Agent shall forthwith give notice thereof to the other Funding Parties and the Lessee, whereupon until such Funding Party notifies the Lessee and the Agent that the circumstances giving rise to such suspension no longer exist, the obligation of such Funding Party to make LIBOR Advances shall be suspended. Before giving any notice to the Agent pursuant to this Section, such Funding Party shall designate a different Funding Office if such designation will avoid the need for giving such notice and will not, in the judgment of such Funding Party, be otherwise disadvantageous to such Funding Bank. If such Funding Party shall determine that it may not lawfully continue to maintain and fund any of its outstanding LIBOR Advances to maturity and shall so specify in such notice, each LIBOR Advance of such Funding Party shall be converted to an Alternative Rate Advance.



SECTION 7.7 Increased Cost and Reduced Return. (a) If after the date

-----  
hereof, a Change of Law or compliance by any Funding Party (or its Funding Office) with any request or directive (whether or not having the force of law) of any Authority:

(i) shall impose, modify or deem applicable any reserve, special deposit or similar requirement (including, without limitation, (1) any such requirement imposed by the Board of Governors of the Federal Reserve System, and (2) with respect to any LIBOR Advance, any reserve requirement described in the definition of Euro-Dollar Reserve Percentage in excess of the reserve requirement of the Agent) against assets of, deposits with or for the account of, or credit extended by, any Funding Party (or its Funding Office); or

(ii) shall impose on any Funding Party (or its Funding Office) or on the United States market for certificates of deposit or the London interbank market any other condition affecting its LIBOR Advances or its obligation to make LIBOR Advances;

and the result of any of the foregoing is to increase the cost to such Funding Party (or its Funding Office) of making or maintaining any LIBOR Advance, or to reduce the amount of any sum received or receivable by such Funding Party (or its Funding Office) under the Operative Documents with respect thereto, by an amount deemed by such Funding Party to be material, then, within 15 days after demand by such Funding Party (with a copy to the Agent), the Lessee shall pay to such Funding Party such additional amount or amounts as will compensate such Funding Party for such increased cost or reduction.

(b) If any Funding Party shall have determined that after the date hereof the adoption of any applicable law, rule or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof, or compliance by any Funding Party (or its Funding Office) with any request or directive regarding capital adequacy (whether or not having the force of law) of any Authority, has or would have the effect of reducing the rate of return on such Funding Party's capital as a consequence of its obligations hereunder to a level below that which such Funding Party could have achieved but for such adoption, change or compliance (taking into consideration such Funding Party's policies with respect to capital adequacy) by an amount deemed by such Funding Party to be material, then within 15 days after demand by such Funding Party (with a copy to the Agent), the Lessee shall pay to such Funding Party such additional amount or amounts as will compensate such Funding Party

Party for such reduction, but in no event shall the Lessee be liable for amounts incurred more than 90 days prior to receipt of such demand.

(c) Each Funding Party will promptly notify the Lessee and the Agent of any event of which it has knowledge, occurring after the date hereof, which will entitle such Funding Party to compensation pursuant to this Section and will designate a different Funding Office if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the judgment of such Funding Party, be otherwise disadvantageous to such Funding Party. A certificate of any Funding Party claiming compensation under this Section and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, such Funding Party may use any reasonable averaging and attribution methods.

(d) Notwithstanding the foregoing, in the event the Lessee is required to pay any Funding Party amounts pursuant to Section 7.6 or this

-----  
Section 7.7 and the designation of a different Funding Office pursuant to

-----  
Section 7.6 or Section 7.7 will not avoid the need for compensation to such

-----  
Funding Party (an "Affected Funding Party"), the Lessee may give notice to such

-----  
Affected Funding Party (with copies to the Agent) that it wishes to seek one or more assignees (which may be one or more of the Funding Parties) to assume the Commitment of such Affected Funding Party and to purchase its outstanding Funded Amounts; provided, that if there is more than one Affected Funding Party which

-----  
has requested substantially and proportionally equal compensation hereunder, the Lessee shall elect to seek an assignee to assume the Commitments of all such Affected Funding Parties. Each Affected Funding Party agrees to sell its Commitment, Funded Amounts and interest in the Operative Documents in accordance with Section 6 to any such assignee for an amount equal to the sum of the

-----  
outstanding unpaid principal of and accrued interest or Yield on such Funded Amounts, plus all other fees and amounts (including, without limitation, any compensation due to such Affected Funding Parties under Section 7.6 or this

-----  
Section 7.7) due to such Affected Funding Party hereunder calculated, in each

-----  
case, to the date such Funded Amounts and interest are purchased. Upon such sale or prepayment, each such Affected Funding Party shall have no further commitment or other obligation to the Lessee hereunder or under any Operative Document.

(e) The provisions of this Section 7.7 (i) shall be applicable

-----  
with respect to any Assignee, and any calculations required by such provisions shall be made based upon the circumstances of such Assignee and (ii) shall constitute a continuing agreement and shall survive the termination of the

Operative Documents and the payment in full or cancellation of the Funded Amounts.

SECTION 7.8 Alternative Rate Advances Substituted for Affected

LIBOR Advances. If (i) the obligation of any Funding Party to make or maintain any LIBOR Advances has been suspended pursuant to Section 7.6 or (ii) any Funding Party has demanded compensation under Section 7.7, and the Lessee shall, by at least 5 Business Days' prior notice to such Funding Party through the Agent, have elected that the provisions of this Section shall apply to such Funding Party, then, unless and until such Funding Party notifies the Lessee that the circumstances giving rise to such suspension or demand for compensation no longer apply:

(a) all Funded Amounts which would otherwise be made by such Funding Party as LIBOR Advances shall be made instead as Alternative Rate Advances (in all cases interest, Yield and principal on such Funded Amounts shall be payable contemporaneously with the related Funded Amounts of the other Funding Parties), and

(b) after each of its LIBOR Advances has been repaid, all payments of principal which would otherwise be applied to repay such LIBOR Advances shall be applied to repay its Alternative Rate Advances instead.

SECTION 7.9 Compensation. Upon the request of any Funding

Party, delivered to the Lessee and the Agent, the Lessee shall pay to such Funding Party such amount or amounts as shall compensate such Funding Party for any loss, cost or expense incurred by such Funding Party as a result of:

(a) any payment or prepayment of LIBOR Advances on a date other than the last day of an Rent Period for such LIBOR Advance; or

(b) if the Funding Parties have permitted prepayment of any LIBOR Advances, any failure by the Lessee to prepay such LIBOR Advances on the date for such prepayment specified in the relevant notice of prepayment hereunder; or

(c) any failure by the Lessee to consummate a Funding on the date specified in the applicable Funding Request;

such compensation to include, without limitation, as applicable: (A) an amount equal to the excess, if any, of (x) the amount of interest which would have accrued on the amount so paid or prepaid or not prepaid or funded for the period from the date of such payment, prepayment or failure to prepay or to take funding to the last day of the then current Rent Period for such LIBOR Advance (or, in the case of a failure to prepay or to take

funding, the Rent Period for such LIBOR Advance which would have commenced on the date of such failure to prepay or to take funding) at the applicable rate of interest or yield for such LIBOR Advance provided for herein over (y) the amount of interest or yield (as reasonably determined by such Funding Party) such Funding Party would have paid on deposits in Dollars of comparable amounts having terms comparable to such period placed with it by leading banks in the London interbank market.

SECTION 7.10 Limitation on Certain Payment Obligations. (a)  
-----

Each Funding Party or the Agent shall make written demand on the Lessee for indemnification or compensation pursuant to Section 7.7, 7.8 or 7.9 hereof no later than 120 days after the event giving rise to the claim for indemnification or compensation occurs.

(b) In the event that any Funding Party or the Agent fails to give the Lessee notice within the applicable time limitation prescribed in (a) above, the Lessee shall have no obligation to pay such claim for compensation or indemnification hereunder.

SECTION 7.11 End of Term Indemnity. In the event that at the end of the Lease Term (i) the Lessee elects the option set forth in Section 14.6 of the Lease, and (ii) after the Lessor receives the sales proceeds from the Leased Property under Section 14.6 or 14.7 of the Lease, together with the Lessee's payment of the Recourse Deficiency Amount, the Lessor shall not have received the entire Lease Balance, then, within 90 days after the end of the Lease Term, the Lessor or the Agent may obtain, at the Lessee's sole cost and expense, a report from the Appraiser (or, if the Appraiser is not available, another appraiser reasonably satisfactory to the Lessor or the Agent, as the case may be, and approved by the Lessee, such approval not to be unreasonably withheld) in form and substance satisfactory to the Lessor and the Agent (the "Report") to  
-----

establish the reason for any decline in value of the Leased Property from the Lease Balance. The Lessee shall promptly reimburse the Lessor for the amount equal to such decline in value to the extent below the Lease Balance to the extent that the Report indicates that such decline was due to

(w) extraordinary use, failure to maintain, to repair, to restore, to rebuild or to replace, failure to comply with all Applicable Laws, failure to use, workmanship, method of installation or removal or maintenance, repair, rebuilding or replacement, or any other cause or condition within the power of the Lessee to control or effect resulting in the Building failing to be an office, store or warehouse of the

type and quality contemplated by the Appraisal (excepting in each case ordinary wear and tear), or

(x) any Alteration made to, or any rebuilding of, the Leased Property or any part thereof by the Lessee, or

(y) any restoration or rebuilding carried out by the Lessee or any condemnation of any portion of the Leased Property pursuant to Article X of the Lease to the extent not covered by insurance or condemnation proceeds applied to the Lease Balance, or

(z) any use of the Leased Property or any part thereof by the Lessee other than as permitted by the Lease, or any act or omission constituting a breach of any requirement, condition, restriction or limitation set forth in the Existing Lease.

SECTION 8  
MISCELLANEOUS

SECTION 8.1 Survival of Agreements. The representations, warranties,

-----  
covenants, indemnities and agreements of the parties provided for in the Operative Documents, and the parties' obligations under any and all thereof, shall survive the execution and delivery and the termination or expiration of this Master Agreement and any of the Operative Documents, the transfer of any Land to the Lessor as provided herein, any disposition of any interest of the Lessor in the Leased Property, the purchase and sale of the Notes, payment therefor and any disposition thereof and shall be and continue in effect notwithstanding any investigation made by any party hereto or to any of the other Operative Documents and the fact that any such party may waive compliance with any of the other terms, provisions or conditions of any of the Operative Documents.

SECTION 8.2 Notices. Unless otherwise specified herein, all notices,

-----  
requests, demands or other communications to or upon the respective parties hereto shall be addressed to such parties at the addresses therefor as set forth in Schedule 8.2, as such other address as any such party shall specify to the

-----  
other parties hereto, and shall be deemed to have been given (i) the Business Day after being sent, if sent by overnight courier service; (ii) the Business Day received, if sent by messenger; (iii) the day sent, if sent by facsimile and confirmed electronically or otherwise during business hours of a Business

Day (or on the next Business Day if otherwise sent by facsimile and confirmed electronically or otherwise); or (iv) three Business Days after being sent, if sent by registered or certified mail, postage prepaid.

SECTION 8.3 Counterparts. This Master Agreement may be executed by the

parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 8.4 Amendments. No Operative Document nor any of the terms

thereof may be terminated, amended, supplemented, waived or modified with respect to the Lessee or any Funding Party, except (a) in the case of a termination, amendment, supplement, waiver or modification to be binding on the Lessee, with the written agreement or consent of the Lessee, and (b) in the case of a termination, amendment, supplement, waiver or modification to be binding on the Funding Parties, with the written agreement or consent of the Lessor and the Required Funding Parties; provided, however, that

(x) notwithstanding the foregoing provisions of this Section 8.4, the consent of each Funding Party affected thereby shall be required for any amendment, modification or waiver directly:

(i) modifying any of the provisions of this Section 8.4, changing the definition of "Required Funding Parties", or increasing the Commitment of such Funding Party;

(ii) amending, modifying, waiving or supplementing any of the provisions of Section 3 of the Loan Agreement or the representations of such Funding Party in Section 4.2 or 4.3 or the covenants of such Funding Party in Section 6 of this Master Agreement;

(iii) reducing any amount payable to such Funding Party under the Operative Documents or extending the time for payment of any such amount, including, without limitation, any Rent, any Funded Amount, any fees, any indemnity, the Lease Balance, any Funding Party Balance, Recourse Deficiency Amount, interest or Yield; or

(iv) consenting to any assignment of the Lease, releasing any of the collateral assigned to the Agent and

the Lenders pursuant to the Mortgage and the Assignment of Lease and Rents (but excluding a release of any rights that the Lender may have in the Leased Property, or the proceeds thereof as contemplated in the definition of "Release Date"), releasing the Lessee from its obligations in respect of the payments of Rent and the Lease Balance, releasing the Lessee from its obligations under the Operative Guaranty or the other Operative Documents or changing the absolute and unconditional character of any such obligation; and

(y) no such termination, amendment, supplement, waiver or modification shall, without the written agreement or consent of the Lessor and the Lender, be made to the Lease; and

(z) subject to the foregoing clauses (x) and (y), so long as  
-----  
no Event of Default has occurred and is continuing, the Lessor, the Agent and the Lenders may not amend, supplement, waive or modify any terms of the Loan Agreement, the Notes, the Mortgage and the Assignment of Lease and Rents without the consent of the Lessee (such consent not to be unreasonably withheld or delayed); the Lessor and the Lessee may not amend, supplement, waive or modify any terms of the Lease without the consent of the Agent and the Lender.

SECTION 8.5 Headings, etc. The Table of Contents and headings of the  
-----  
various Articles and Sections of this Master Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

SECTION 8.6 Parties in Interest. Except as expressly provided herein,  
-----  
none of the provisions of this Master Agreement is intended for the benefit of any Person except the parties hereto, and their respective successors and permitted assigns.

SECTION 8.7 GOVERNING LAW. THIS MASTER AGREEMENT HAS BEEN DELIVERED IN,  
-----  
AND SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

SECTION 8.8 Expenses. Whether or not the transactions herein  
-----  
contemplated are consummated, the Lessee agrees to pay, as Supplemental Rent, all actual, reasonable and documented out-of-pocket costs and expenses of the Lessor, the Agent in connection with the preparation, execution and delivery of the Operative

Documents and the documents and instruments referred to therein and any amendment, waiver or consent relating thereto requested by or consented to by the Lessee (including, without limitation, the actual, reasonable and documented fees and disbursements of Mayer, Brown & Platt, special counsel to the Agent and of the Lessor, the Agent and the Lender in connection with the enforcement of the Operative Documents and the documents and instruments referred to therein (including, without limitation, the reasonable and documented fees and disbursements of counsel for the Lessor, the Agent and the Lender actually incurred), in each case (including without limitation in respect of any Lease Supplement notwithstanding the absence of this phrase therefrom) without regard to any statutory presumption as to the amount of legal fees.

SECTION 8.9 Severability. Any provision of this Master Agreement that  
-----

is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 8.10 Liabilities of the Funding Parties. No Funding Party shall  
-----

have any obligation to any other Funding Party or to the Lessee with respect to the transactions contemplated by the Operative Documents except those obligations of such Funding Party expressly set forth in the Operative Documents or except as set forth in the instruments delivered in connection therewith, and no Funding Party shall be liable for performance by any other party hereto of such other party's obligations under the Operative Documents except as otherwise so set forth. No Lender shall have any obligation or duty to the Lessee, any other Funding Parties or any other Person with respect to the transactions contemplated hereby except to the extent expressly set forth in this Master Agreement or the Loan Agreement.

SECTION 8.11 Submission to Jurisdiction; Waivers. Each party hereto  
-----

hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Master Agreement or any other Operative Document, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of Georgia sitting in Fulton County, Georgia, the courts of the



United States of America for the Northern District of Georgia, and appellate courts from any thereof;

(ii) consents that any such action or proceedings may be brought to such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address set forth in Schedule 8.2 or at -----  
such other address of which the other parties hereto shall have been notified pursuant to Section 8.2; and  
-----

(iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

SECTION 8.12 Liabilities of the Agent. The Agent shall have no duty,  
-----

liability or obligation to any party to this Master Agreement with respect to the transactions contemplated hereby except those duties, liabilities or obligations expressly set forth in this Master Agreement or the Loan Agreement, and any such duty, liability or obligations of the Agent shall be as expressly limited by this Master Agreement or the Loan Agreement, as the case may be.

SECTION 8.13 Confidentiality. Each Funding Party agrees to exercise  
-----

commercially reasonable efforts to keep any information delivered or made available by the Lessee to it which is clearly indicated to be confidential information, confidential from anyone other than persons employed or retained by such Funding Party who are or are expected to become engaged in evaluating, approving, structuring or administering the transaction contemplated by the Operative Documents; provided, however that nothing herein shall prevent any  
-----  
Funding Party from disclosing such information (i) to any other Funding Party, (ii) upon the order of any court or administrative agency, (iii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Funding Party, (iv) which has been publicly disclosed, (v) to the extent reasonably required in connection with any litigation to which the Agent, any Funding Party or their respective Affiliates may be a party, (vi) to the extent reasonably required in connection with the exercise of any

remedy hereunder, (vii) to such Funding Party's legal counsel and independent auditors and (viii) to any actual or proposed participant, assignee or other transferee of all or part of its rights hereunder which has agreed in writing to be bound by the provisions of this Section 8.13; provided that should disclosure

-----  
of any such confidential information be required by virtue of clause (ii) of the immediately preceding sentence, any relevant Funding Party shall promptly notify the Lessee of same (unless prohibited by such order in clause (ii)) so as to allow the Lessee to seek a protective order or to take any other appropriate action; provided, further, that, no Funding Party shall be required to delay

-----  
compliance with any directive to disclose any such information so as to allow the Lessee to effect any such action.

IN WITNESS WHEREOF, the parties hereto have caused this Master Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

EQUIFAX INC., as the Lessee

By: -----

Name Printed:

Title:

FLORIDA

MASTER  
AGREEMENT

S-1

PREFCO VI LIMITED PARTNERSHIP, as  
Lessor

By: AFG PREFCO GP, LLC, a Texas  
limited liability company, as  
general partner

By: /s/ Stephen S. Brookshire  
-----  
Name: Stephen S. Brookshire  
-----  
Title: President  
-----

FLORIDA

MASTER  
AGREEMENT

S-2

SUNTRUST BANK, ATLANTA,  
as Agent and Lender

By: /s/ Brian K. Peters  
-----  
Name Printed: Brian K. Peters  
-----  
Title: Director  
-----

FLORIDA

MASTER  
AGREEMENT

ATLANTIC FINANCIAL GROUP, LTD.

By: Atlantic Financial Managers,  
Inc., its General Partner

By: /s/ Stephen S. Brookshire

-----  
Name Printed: Stephen S. Brookshire

-----  
Title: President  
-----

FLORIDA

MASTER  
AGREEMENT

S-4

SCHEDULE 2.2

PAYMENT INSTRUCTIONS AND  
AMOUNT OF EACH FUNDING PARTY'S COMMITMENT

Lessor Commitment Percentage: 3.5%

Lender Commitment Percentage: 96.5%

Lessor Commitment: \$811,125.00

Lender Commitment: \$22,363,875.00

SCHEDULE 6

EQUIFAX COMPETITORS

- - - - -

TRW Information Services, Inc. (and TRW, Inc., its parent)  
TransUnion (TU)  
Computer Sciences Corporation (CSC)  
Dun & Bradstreet (D&B)  
First Financial Management Corp. (FFMC), (includes Telecheck NABANCO)  
Total Systems Services, Inc.  
First Data Resources (FDR)  
Policy Management Systems Corp. (PMSC)  
Hooper Holmes  
Pinkerton  
National Processing Co. (NPC)  
Deluxe Check Printers (including SCAN)  
Fair, Issac & Co.  
National Data Corp.  
DATEQ  
Continuum  
Creditel  
EMSI  
PAYCO American Corp.  
Olsten's Temporary  
Grattan, PLC  
Next PLC  
Experian, Inc. (and Great Universal Stores, its parent)  
Acxiom Corporation  
Atlantes  
Direct Marketing Technologies, Inc.  
Dynamark  
Harte Hanks  
InfoUSA  
Metromail Corporation  
R.L. Polk Company  
Electronic Data Systems



SCHEDULE 8.2

ADDRESSES FOR NOTICES

Lessee: Equifax Inc.  
1550 Peachtree Street, N.W.  
Atlanta, Georgia 30309  
Attn: Treasurer Director of  
Corporate Real Estate  
General Counsel

with a copy to:

William F. Timmons  
Long Aldridge & Norman LLP  
5300 SunTrust Tower  
303 Peachtree Street  
Atlanta, Georgia 30308

Lessor and AFG: c/o Atlantic Financial Group, Ltd.  
2311 Cedar Springs Road, Suite 150  
Dallas, Texas 75201  
Attn: Stephen Brookshire  
Telephone: (214) 720-9237  
Facsimile: (214) 871-2799

Agent: SunTrust Bank, Atlanta  
25 Park Place  
Mail Code 127  
Atlanta, Georgia 30303  
Attn: Center 127/Atlanta Corporate  
Banking

with a copy to:

c/o SunTrust Capital Markets, Inc.  
303 Peachtree Street  
24th Floor  
Mail Code 3943  
Atlanta, Georgia 30308  
Attn: Todd Shutley

EXHIBIT A  
TO MASTER AGREEMENT

FORM OF FUNDING REQUEST

TO: PREFCO VI LIMITED PARTNERSHIP, as Lessor,  
under the Master Agreement  
referred to below

Reference is hereby made to the Master Agreement (Florida Property)  
dated as of December 30, 1999 (as heretofore amended, the "Master Agreement")

-----  
among Equifax Inc., as Lessee and Guarantor, PREFCO VI LIMITED PARTNERSHIP, as  
Lessor, Atlantic Financial Group, Ltd. and SunTrust Bank, Atlanta, as Agent and  
Lender. Capitalized terms not otherwise defined herein are used herein as  
defined in the Master Agreement.

Equifax Inc. as Lessee (the "Lessee") hereby notifies you that Lessee  
-----  
requests a Funding in the amount of \$\_\_\_\_\_ on [INSERT REQUESTED FUNDING  
DATE] in respect of [DESCRIBE LAND INTEREST].

In connection with such requested Funding, the Lessee hereby represents  
and warrants to you as follows:

(A) on the requested Funding Date the representations and  
warranties of the Lessee contained in each of the Operative Documents  
shall be true and correct in all material respects as though made on  
and as of such Funding Date, except to the extent such representations  
or warranties relate solely to an earlier date, in which case such  
representations and warranties shall have been true and correct in all  
material respects on and as of such earlier date;

(B) there shall not have occurred and be continuing any Event  
of Default, Potential Event of Default;

(C) each Operative Document to which the Lessee is a party is  
in full force and effect with respect to it;

(D) no event that could reasonably be expected to have a  
Material Adverse Effect has occurred since March 31, 1997;

(E) the amount of the requested Funding represents amounts in  
respect of the purchase price for the

remainderman interest in the Leased Property [and the partnership interests in the Lessor]; and

(F) all of the conditions precedent to such Funding set forth in Section 3 of the Master Agreement have been satisfied.

Please wire transfer the proceeds of the Funding to

\_\_\_\_\_.

The Lessee has caused this Funding Request to be executed and delivered by its duly authorized officer this \_\_\_\_\_, \_\_\_\_.

EQUIFAX INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

cc: SunTrust Bank, Atlanta

EXHIBIT B  
TO MASTER AGREEMENT

FORM OF ASSIGNMENT OF LEASE AND RENTS

[TO BE A FORM ACCEPTABLE TO LESSEE,  
LESSOR AND AGENT]

EXHIBIT D  
TO MASTER AGREEMENT

FORM OF MORTGAGE

[TO BE A FORM ACCEPTABLE TO LESSEE,  
LESSOR AND AGENT]

COMPLIANCE CERTIFICATE  
-----

Reference is made to the Master Agreement (Florida Property) dated as of December 30, 1999 (as modified and supplemented and in effect from time to time, the "Master Agreement") among Equifax Inc., PREFCO VI Limited Partnership, Atlantic Financial Group, Ltd. and SunTrust Bank, Atlanta, as Agent and Lender. Capitalized terms used herein shall have the meanings ascribed thereto in the Master Agreement.

Pursuant to Section 5.1(c) of the Master Agreement, (i) \_\_\_\_\_, the duly authorized \_\_\_\_\_ of Equifax Inc. hereby certifies to the Funding Parties as required by Section 5.1(c) that the information contained in the Compliance Check List attached hereto is true, accurate and complete as of \_\_\_\_\_, \_\_\_\_\_, and (ii) \_\_\_\_\_, the duly authorized \_\_\_\_\_ of Equifax Inc. hereby (A) certifies to the Funding Parties as required by Section 5.1(c) that to the knowledge of such officer, no Event of Default or Potential Event of Default is in existence on and as of the date hereof and (B) restates and reaffirms as required by Section 5.1(c) that to the knowledge of such officer, the representations and warranties contained in Section 4.1 of the Master Agreement are true on and as of the date hereof (x) as stated as to representations and warranties which contain materiality limitations, and (y) in all material respects as to all other representations and warranties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199/200\_\_.

EQUIFAX INC.

By: \_\_\_\_\_  
Title:

COMPLIANCE CHECK LIST  
Equifax Inc.

---

[TO BE COMPLETED]

PAYMENT DATE NOTICE

PREFCO VI Limited Partnership  
c/o Atlantic Financial Group, Ltd.  
2311 Cedar Springs Road, Suite 150  
Dallas, Texas 75201  
Attn: Stephen Brookshire

SunTrust Bank, Atlanta  
25 Park Place  
Mail Code 127  
Atlanta, Georgia 30303  
Attention: Center 127/  
Atlanta Corporate Banking

EQUIFAX INC.  
-----

Gentlemen and Ladies:

This Payment Date Notice is delivered to you pursuant to Section 2.3(c) of the Master Agreement (Florida Property), dated as of December 30, 1999 (together with all amendments, if any, from time to time made thereto, the "Master Agreement"), among Equifax Inc., a Georgia corporation (the "Lessee"),

-----  
PREFCO VI Limited Partnership, as Lessor, Atlantic Financial Group, Ltd. and SunTrust Bank, Atlanta, as Agent and Lender. Unless otherwise defined herein or the context otherwise requires, terms used herein have the meanings provided in the Master Agreement.

The Lessee hereby requests that on \_\_\_\_\_, 19/20\_\_\_\_,

(1) \$ \_\_\_\_\_ of the presently outstanding Funded Amounts originally made on \_\_\_\_\_, 19\_\_\_\_ [and \$ \_\_\_\_\_ of the presently outstanding Funded Amounts originally made on \_\_\_\_\_, 19\_\_\_\_], and all presently being maintained as LIBOR Advances,

(2) be continued as,

(3) LIBOR Advances having a Rent Period of \_\_\_\_\_ months.



The Lessee hereby certifies and warrants that no Potential Event of Default or Event of Default has occurred and is continuing.

The Lessee has caused this Payment Date Notice to be executed and delivered, and the certification and warranty contained herein to be made, by its authorized officer this \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

EQUIFAX INC.

By \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT J  
TO MASTER AGREEMENT

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

[TO BE A FORM ACCEPTABLE TO LESSEE,  
LESSOR AND AGENT, IF APPLICABLE]

SCHEDULE 1.1

LEASED PROPERTY

Lot 1, Block 1, ROOSEVELT CENTRE SECOND REPLAT, according to map or plat thereof recorded in Plat Book 107, page 73, of the public records of Pinellas County, Florida.

SCHEDULE 2.2

PAYMENT INSTRUCTIONS AND  
AMOUNT OF EACH FUNDING PARTY'S COMMITMENT

Lessor Commitment Percentage: 3.5%

Lender Commitment Percentage: 96.5%

Lessor Commitment: \$811,125.00

Lender Commitment: \$22,363,875.00

SCHEDULE 4.100  
COMPLIANCE WITH ERISA

None

## SCHEDULE 4.1(h)

## SUBSIDIARIES

Registrant - Equifax Inc. (a Georgia corporation).

The Registrant owns, directly or indirectly, 100% of the stock of the following subsidiaries as of March 20, 2000 (all of which are included in the consolidated financial statements):

Name of Subsidiary -----	State or Country of Incorporation -----
Acrofax Inc. (1)	Canada
CBI Ventures, Inc. (1)	Georgia
CCI Group, Plc (10)	England
CCI Trace and Investigation Services Ltd. (11)	England
Computer Ventures, Inc. (1)	Delaware
Credence, Inc.	Georgia
Credit Consultants International Ltd. (11)	England
Credit Link (U.K.) Ltd. (11)	England
Credit Northwest Corporation (1)	Washington
Credit Union Card Services, Inc. (8)	Wisconsin
Equifax Accounts Receivable Services, Inc. (owned by Trust)	Canada
Equifax Asia Pacific Holdings, Inc.	Georgia
Equifax Australia Plc (14)	England
Equifax Canada (AFX) Inc. (8)	Canada
Equifax Canada Inc. (8)	Canada
Equifax Card Services, Inc. (4)	Florida
Equifax Card Services (Madison), Inc. (8)	Wisconsin
Equifax Card Solutions (18)	France
Equifax (Caymen Islands) Ltds. (18)	Caymen Islands
Equifax Check Services, Inc. (8)	Delaware

Equifax Consumer Services, Inc.	Georgia
Equifax Credit Information Services, Inc.	Georgia
Equifax Decision Systems, B.V.	The Netherlands
Equifax de Mexico Sociedad de Informacion Crediticia, S.A. (8) (9)	Mexico
Equifax de Brasil Ltda. (18)	Brazil
Equifax E-Banking Solutions, Inc. (4)	Georgia
Equifax Europe Inc.	Georgia
Equifax Finance (1), Inc.	Georgia
Equifax Finance (2), Inc.	Georgia
Equifax Healthcare Information Services, Inc.	Georgia
Equifax Holdings (Mexico) Inc.	Georgia
Equifax Information Technology, Inc. (1)	Georgia
Equifax Investments (Mexico) Inc.	Georgia
Equifax Investments (U.S.), Inc.	Georgia
Equifax Knowledge Engineering, Inc.	Arizona
Equifax Ltd. (14)	New Zealand
Equifax Luxembourg S.A. (8)	Luxembourg
Equifax Luxembourg (No. 2) S.A.	Luxembourg
Equifax Mauritius Private Ltd. (7)	Philippines
Equifax Payment Services, Inc.	Delaware
Equifax Plc (18)	England
Equifax Pty Ltd. (18)	Australia
Equifax Properties, Inc.	Georgia
Equifax-Rochester, Inc. (1)	New York
Equifax Secure, Inc.	Georgia
Equifax Secure U.K. Ltd. (28)	United Kingdom
Equifax SNC (16)	France
Equifax South America, Inc.	Georgia
Equifax U.K. Finance Ltd. (21)	England
Equifax U.K. Finance (No. 2) (20)	England

Equifax Ventures, Inc.	Georgia
Financial Institution Benefit Association, Inc. (4)	District of Columbia
Financial Insurance Marketing Group, Inc. (4)	District of Columbia
First Bankcard Systems, Inc. (4)	Georgia
Global Scan Ltd. (17)	United Kingdom
Global Scan (USA) Inc. (22)	Delaware
High Integrity Systems, Inc. (4)	California
Infolink Ltd. (14)	England
Light Signatures, Inc. (4)	Chile
Messagegram Ltd. (11)	Chile
Procard (24)	Mississippi
Propago (24)	Canada
Stewardship, Inc. (1)	Ireland
Talecredit Canada, Inc. (2)	Ireland
The Equifax Database Company Ltd. (12)	England
The Infocheck Group Ltd. (14)	England
Transax France Plc (14)	England
Ultimate Business Services Plc (14)	England
Ultimate Media Concepts Ltd. (11)	England
Viv Ltd. (14)	England

- (1) Subsidiary of Equifax Credit Information Services, Inc.
- (2) Subsidiary of Equifax Canada Inc.
- (3) Subsidiary of Acrofax Inc.
- (4) Subsidiary of Equifax Payment Services, Inc.
- (5) Subsidiary of Equifax Card Services, Inc.
- (6) Subsidiary of Equifax Card Services (Madison), Inc.
- (7) Subsidiary of Equifax Asia Pacific Holdings, Inc.
- (8) Subsidiary of Equifax Holdings (Mexico) Inc.
- (9) Subsidiary of Equifax Investments (Mexico) Inc.



- (10) Subsidiary of Ultimate Business Services Plc
- (11) Subsidiary of CCI Group Plc
- (12) Subsidiary of Equifax Europe Inc.
- (13) Subsidiary of the Equifax Database Company
- (14) Subsidiary of Equifax Plc
- (15) Subsidiary of Equifax Australia Plc
- (16) Subsidiary of Transax France Plc
- (17) Subsidiary of The Infocheck Group Ltd.
- (18) Subsidiary of Equifax South America, Inc.
- (19) Subsidiary of Equifax de Brasil Holdings, Ltda.
- (20) Subsidiary of Equifax Luxembourg (No. 2) S.A.
- (21) Subsidiary of Equifax Luxembourg S.A.
- (22) Subsidiary of Global Scan Ltd.
- (23) Subsidiary of Equifax Secure, Inc.
- (24) Subsidiary of Equifax de Chile, S.A.

Registrant's subsidiary Equifax Asia Pacific Holdings, Inc. owns 100% of the stock of Equifax Mauritius Private Ltd. which owns 50% of the stock of Equifax Venture Infotek Ltd. (India).

Registrant's subsidiary Equifax Europe Inc. owns 49% of the stock of Precision Marketing Information Ltd. (Ireland) and 58% of the stock of Equifax Iberica, S.A. (Spain). Equifax Iberica S.A., owns 95% of the stock of ASNEF-Equifax Servicios de Informacion de Credito, S.L. (Spain); 100% of the stock of Dicodi, S.A. (Spain); 100% of the stock of Informacion Tecnica Del Credito S.L. (Spain); 100% of the stock of Via Ejecutiva S.A. (Spain); and owns 50% of the stock of Credinformacoes, Informacoes de Credito, LDA (Portugal), along with Equifax Decision Systems, B.V., wholly-owned subsidiary of Equifax Inc., which owns 25%.

Registrant's subsidiary Equifax South America, Inc. owns 66% of the stock of Organizacion Veraz S.A. (Argentina) and 99% of the stock of Equifax de Chile, S.A. (Chile). Equifax de Chile, S.A. owns 100% of the stock of Dicom, S.A. (Chile) which owns 100% of the stock of Cobranza Integral S.A. (Chile); 51% of the stock of Dicom CentroAmerica (El Salvador); 51% of the stock of InfoCorp S.A. (Peru); and 100% of the stock of Equifax Peru Srl. Registrant's subsidiary Equifax de Brasil Ltda. owns 80% of the stock of Equifax de Brasil Ltda. (SCI); 59.336% of the stock of Unnisa - Solucoes ern Maios de Pagamento Ltda. (Brazil); and 51% of the stock of Partech Ltda.

Registrant's subsidiary Equifax Plc owns 51% of the stock of Equifax Card Solutions Ltd. (England).

Schedule 4.1(n)

Environmental Matters

No properties have been identified on any current or proposed National Priorities List under 40 C.F.R. Section 300, CERCLIS list, or any list arising from state statutes similar to CERCLA.

Two buried diesel tanks are located at the Equifax Payment Services site in Tampa, Florida. These tanks have been inspected by the EPA and found not to be in violation of EPA laws.

Each of Lessees and each of the Subsidiaries have procured all Environmental Authorizations necessary for the conduct of the business, and is in compliance with all Environmental Requirements in connection with the operation of the Properties and each of Lessees and each of the Consolidated Subsidiary's respective businesses, except in such instances where such failure of compliance would not have a Material Adverse Effect.

Any particular matter disclosed in the environmental reports delivered by or on behalf of Lessee in connection with this Master Agreement or any Operative Documents.

SCHEDULE 5.12

HAZARDOUS MATERIALS

None

Schedule 5.18

Liens existing on the date of this Agreement are as follows:

1. Liens constituting capitalized computer equipment leases of The Infocheck Group Limited, as debtor, securing pounds sterling (pound)27,733 British pounds sterling.
2. Liens constituting capitalized telephone and computer equipment leases of Equifax Plc, as debtor, securing (pound)483,846 British pounds sterling.

=====

LOAN AGREEMENT

Dated as of December 30, 1999

among

PREFCO VI LIMITED PARTNERSHIP,  
as Lessor and Borrower,

the financial institutions party hereto,

as Lenders

and

SUNTRUST BANK, ATLANTA,  
as Agent

=====

(Equifax Inc. Florida Property)

TABLE OF CONTENTS

	Page
SECTION 1 DEFINITIONS; INTERPRETATION.....	1
SECTION 2 AMOUNT AND TERMS OF COMMITMENTS; REPAYMENT AND PREPAYMENT OF LOANS.....	1
SECTION 2.1 Commitment.....	1
SECTION 2.2 Notes.....	1
SECTION 2.3 Scheduled Principal Repayment.....	2
SECTION 2.4 Interest.....	2
SECTION 2.5 Prepayment.....	3
SECTION 3 RECEIPT, DISTRIBUTION AND APPLICATION OF CERTAIN PAYMENTS IN RESPECT OF LEASE AND LEASED PROPERTY.....	3
SECTION 3.1 Distribution and Application of Rent Payments.....	3
SECTION 3.2 Distribution and Application of Purchase Payment.....	3
SECTION 3.3 Distribution and Application to Funding Party Balances of Lessee Payment of Recourse Deficiency Amount Upon Exercise of Remarketing Option.....	3
SECTION 3.4 Distribution and Application to Funding Party Balance of Remarketing Proceeds of Leased Property.....	4
SECTION 3.5 Distribution and Application of Payments Received When an Event of Default Exists or Has Ceased to Exist Following Rejection of a Lease.....	4
SECTION 3.6 Distribution of Other Payments.....	5
SECTION 3.7 Timing of Agent Distributions.....	5
SECTION 4 THE LESSOR; EXERCISE OF REMEDIES UNDER THE LEASE AND OPERATIVE GUARANTY.....	6
SECTION 4.1 Covenant of Lessor.....	6
SECTION 4.2 Lessor Obligations Nonrecourse; Payment from Certain Lease and Operative Guaranty Obligations and Certain Proceeds of Leased Property Only.....	6
SECTION 4.3 Exercise of Remedies Under the Lease and Operative Guaranty.....	7
SECTION 5 LOAN EVENTS OF DEFAULT; REMEDIES.....	8
SECTION 5.1 Loan Events of Default.....	8
SECTION 5.2 Loan Event of Default; Remedies.....	9
SECTION 6 THE AGENT.....	10
SECTION 6.1 Appointment.....	10

SECTION 6.2 Delegation of Duties..... 10  
SECTION 6.3 Exculpatory Provisions..... 10  
SECTION 6.4 Reliance by Agent..... 11  
SECTION 6.5 Notice of Default..... 11  
SECTION 6.6 Non-Reliance on Agent and Other Lenders..... 12  
SECTION 6.7 Indemnification..... 12  
SECTION 6.8 Agent in Its Individual Capacity..... 13  
SECTION 6.9 Successor Agent..... 13  
SECTION 7 MISCELLANEOUS..... 14  
SECTION 7.1 Amendments and Waivers..... 14  
SECTION 7.2 Notices..... 14  
SECTION 7.3 No Waiver; Cumulative Remedies..... 14  
SECTION 7.4 Successors and Assigns..... 14  
SECTION 7.5 Counterparts..... 14  
SECTION 7.6 GOVERNING LAW..... 14  
SECTION 7.7 Survival and Termination of Agreement..... 14  
SECTION 7.8 Entire Agreement..... 15  
SECTION 7.9 Severability..... 15

APPENDIX A Definitions and Interpretation

EXHIBITS

EXHIBIT A-1 Form of A Note  
EXHIBIT A-2 Form of B Note

THIS LOAN AGREEMENT (as it may be amended or modified from time to time in accordance with the provisions hereof, this "Loan Agreement")  
-----  
dated as of December 30, 1999 is between PREFCO VI LIMITED PARTNERSHIP, a Connecticut general partnership, as Lessor and Borrower (the "Lessor"); SUNTRUST BANK, ATLANTA and the other financial institutions which may from time to time become party hereto as lenders (the "Lenders") and SUNTRUST BANK, ATLANTA, a Georgia banking corporation as agent for the Lenders (the "Agent").  
-----

PRELIMINARY STATEMENT

In accordance with the terms and provisions of the Master Agreement, the Lease, this Loan Agreement and the other Operative Documents, (i) the Lessor contemplates owning and leasing the Leased Property to the Lessee, (ii) the Lessor wishes to obtain, and the Lenders are willing to provide, financing to the Lessor, which financing will be secured by the Leased Property, and (iv) the Lessee is willing to provide its Operative Guaranty to the Agent and the Funding Parties.

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1 DEFINITIONS; INTERPRETATION

Unless the context shall otherwise require, capitalized terms used and not defined herein shall have the meanings assigned thereto in Appendix A hereto  
-----  
for all purposes hereof; and the rules of interpretation set forth in Appendix A hereto shall apply to this Loan Agreement.  
-----

SECTION 2 AMOUNT AND TERMS OF COMMITMENTS; REPAYMENT AND PREPAYMENT OF LOANS

SECTION 2.1 Commitment. Subject to the terms and conditions hereof  
-----  
and of the Master Agreement, each Lender agrees to make term loans to the Lessor ("Loans") on the Closing Date, in the amounts required under Section 2.2 of the  
-----  
Master Agreement. Each such Loan shall consist of an A Loan in the amount of such Lender's Commitment Percentage of the A Percentage of the aggregate amount to be funded by the Funding Parties on such date and a B Loan in the amount of such Lender's Commitment Percentage of the B Percentage of the aggregate amount to be funded by the Funding Parties on such date.

SECTION 2.2 Notes. The A Loans made by each Lender to the Lessor  
-----  
shall be evidenced by a note of the Lessor (an "A Note"), substantially in the  
-----  
form of Exhibit A-1 with appropriate insertions, and the B Loans made by each  
-----  
Lender to the Lessor



shall be evidenced by a note of the Lessor (a "B Note") substantially in the  
-----  
form of Exhibit A-2 with appropriate insertions, each duly executed by the  
-----

Lessor and payable to the order of such Lender and in a principal amount equal  
to such Lender's Commitment Percentage of the A Percentage of the aggregate  
Commitments of the Funding Parties and the B Percentage of the aggregate  
Commitments of the Funding Parties, respectively (or, if less, the aggregate  
unpaid principal amount of all A Loans or B Loans, as the case may be, made by  
such Lender to the Lessor). The Notes shall be dated the Closing Date and  
delivered to the Agent in accordance with Section 3.1 of the Master Agreement.  
Each Lender is hereby authorized to record the date and amount of each Loan made  
by such Lender to the Lessor on the Notes, but the failure by such Lender to so  
record such Loan shall not affect or impair any obligations with respect  
thereto. Each Note shall (i) be stated to mature no later than the Lease  
Termination Date and (ii) bear interest on the unpaid principal amount thereof  
from time to time outstanding at the applicable interest rate per annum  
determined as provided in, and payable as specified in, Section 2.4. Upon the  
-----

occurrence of an Event of Default under clause (g) of Article XII of the Lease,  
-----  
or upon Acceleration as described in Section 4.3(b) hereof, each Note shall  
-----  
automatically become due and payable in full.

SECTION 2.3 Scheduled Principal Repayment. On the Lease Termination  
-----

Date, the Lessor shall pay the aggregate unpaid principal amount of all Loans as  
of such date.

SECTION 2.4 Interest. (a) Each Loan shall bear interest during the  
-----

initial Rent Period ending January 14, 2000 at a rate per annum equal to the sum  
of the Adjusted London Interbank Offered Rate for 30-day periods plus 0.475%  
computed using the actual number of days elapsed and a 360 day year and each  
subsequent Rent Period at a rate per annum equal to the sum of the Adjusted  
London Interbank Offered Rate for such Rent Period plus 0.475%, computed using  
the actual number of days elapsed and a 360 day year.

(b) If all or a portion of the principal amount of or interest on the  
Loans shall not be paid when due (whether at the stated maturity, by  
acceleration or otherwise), such overdue amount shall, without limiting the  
rights of the Lenders under Section 5, bear interest at the Overdue Rate, in  
-----

each case from the date of nonpayment until paid in full (as well after as  
before judgment).

(c) Following the date each Loan is made, interest on such Loan shall  
be payable in arrears on each Payment Date with respect thereto.

SECTION 2.5 Prepayment. Except in conjunction with a payment by the

-----

Lessee of the Lease Balance pursuant to the terms of the Lease, the Lessor shall have no right to prepay the Loans.

SECTION 3 RECEIPT, DISTRIBUTION AND APPLICATION OF CERTAIN PAYMENTS IN RESPECT OF LEASE AND LEASED PROPERTY

SECTION 3.1 Distribution and Application of Rent Payments.

-----

(a) Basic Rent. Each payment of Basic Rent (and any payment of

-----

interest on overdue installments of Basic Rent) received by the Agent shall be distributed first, pro rata to the Lenders to be applied to the amounts of

-----

accrued and unpaid interest (including overdue interest) on the Loans and second, to the Lessor to be applied to accrued and unpaid Yield (including

-----

overdue Yield) on the Lessor's Invested Amounts.

(b) Supplemental Rent. Each payment of Supplemental Rent received by

-----

the Agent shall be paid to or upon the order of the Person owed the same.

SECTION 3.2 Distribution and Application of Purchase Payment. The

-----

payment by the Lessee of:

(a) the purchase price for a consummated sale of the Leased Property received by the Agent in connection with the Lessee's exercise of the Purchase Option under Section 14.1 of the Lease, or

(b) the Lessee's compliance with its obligation to purchase the Leased Property in accordance with Section 14.2 or 14.3 of the Lease, or

(c) the payment by the Lessee to Agent of the Lease Balance in accordance with Section 10.1 or Section 10.2 of the Lease,

shall be distributed by Agent as promptly as possible first, to the Lenders, pro

-----

rata in accordance with, and for application to, their respective Funding Party

-----

Balances and second, to the Lessor for application to its Funding Party Balance.

-----

SECTION 3.3 Distribution and Application to Funding Party Balances of

-----

Lessee Payment of Recourse Deficiency Amount Upon Exercise of Remarketing

-----

Option. The payment by the Lessee of the Recourse Deficiency Amounts to the

-----

Agent on the Lease Termination Date in accordance with Section 14.6 or 14.7 of the Lease upon the Lessee's exercise of the Remarketing Option, shall be applied by the Agent to the accrued and unpaid interest on, and the outstanding principal of, the A Loans.

SECTION 3.4 Distribution and Application to Funding Party Balance of

-----  
Remarketing Proceeds of Leased Property. Any payments received by the Lessor as  
-----  
proceeds from the sale of the Leased Property sold pursuant to the Lessee's  
exercise of the Remarketing Option pursuant to Section 14.6 or 14.7 of the  
Lease, shall be distributed by the Lessor as promptly as possible in the  
following order of priority:

first, to the Lenders pro rata for application to their  
-----  
remaining Funding Party Balances, an amount equal to their  
Funding Party Balances; and

second, to the Lessor for application to its Funding Party  
-----  
Balance; and

third, (i) if sold by the Lessee pursuant to Section 14.6 of  
-----  
the Lease, to the Lessee, the excess, if any, and (ii) otherwise, to  
the Lessor.

SECTION 3.5 Distribution and Application of Payments Received

-----  
When an Event of Default Exists or Has Ceased to Exist Following Rejection of a  
-----  
Lease.  
-----

(a) Proceeds of Leased Property. Any payments received by the Lessor  
-----  
or the Agent when an Event of Default exists (or has ceased to exist by reason  
of a rejection of the Lease in a proceeding with respect to the Lessee described  
in Article XII(k) of the Lease), as

(i) proceeds from the sale of the Leased Property sold  
pursuant to the exercise of the Lessor's remedies pursuant to Article  
XIII of the Lease, or

(ii) proceeds of any amounts from any insurer or any  
Governmental Authority in connection with an Event of Loss or an Event  
of Taking

shall if received by the Lessor be paid to the Agent as promptly as possible,  
and shall be distributed or applied in the following order of priority prior to  
the Release Date:

first, to the Agent for any amounts expended by it in  
-----  
connection with the Leased Property or the Operative  
Documents and not previously reimbursed to it;

second, to the Lenders pro rata for application to  
-----  
their Funding Party Balances, an amount equal to such  
Funding Party Balances;

third, to the Lessor for application to its Funding  
-----  
Party Balance; and

fourth, to the Lessee or the Person or Persons otherwise

-----  
legally entitled thereto, the excess, if any; and

on and after such Release Date such amounts shall be paid over to the Lessor and shall be distributed by the Lessor, first to the Lessor for application to any  
-----  
amounts owed to it, and second to the Lessee or the Person or Persons otherwise  
-----  
legally entitled thereto, the excess, if any.

(b) Proceeds of Recoveries from Lessee and Guarantor. Any received by

-----  
any Funding Party when an Event of Default exists (or has ceased to exist by reason of a rejection of the Lease in a proceeding with respect to the Lessee described in Article XII(k) of the Lease), from

(i) the Lessee as a payment in accordance with a Lease, or

(ii) the Guarantor as a payment in accordance with the Operative Guaranty, including, without limitation, any payment made by the Guarantor in satisfaction of the guaranty of payment of the Notes pursuant to the Operative Guaranty,

shall be paid to the Agent as promptly as possible, and shall then be distributed as applied by the Agent as promptly as possible in the order of priority set forth in paragraph (a) above.

-----  
SECTION 3.6 Distribution of Other Payments. All payments under

-----  
Section 7.11 of the Master Agreement shall be made first, to the Lenders, pro  
-----  
rata, until their Funding Party Balances have been paid in full, and second, to  
-----  
the Lessor who shall be entitled to retain all such remaining amounts. Except as otherwise provided in this Section 3, any payment received by the Lessor which

-----  
is to be paid to Agent pursuant hereto or for which provision as to the application thereof is made in an Operative Document but not elsewhere in this Section 3 shall, if received by the Lessor, be paid forthwith to the Agent and

-----  
when received shall be distributed forthwith by the Agent to the Person and for the purpose for which such payment was made in accordance with the terms of such Operative Document.

SECTION 3.7 Timing of Agent Distributions. Payments received by the

-----  
Agent in immediately available funds before 12:00 p.m. (noon), Atlanta, Georgia time, on any Business Day shall be distributed to the Funding Parties in accordance with and to the extent provided in this Section 3 on such Business

-----  
Day. Payments received by the Agent in immediately available funds after 12:00 p.m. (noon), Atlanta, Georgia time shall be

distributed to the Funding Parties in accordance with and to the extent provided in this Section 3 on the next Business Day.

SECTION 4 THE LESSOR; EXERCISE OF REMEDIES UNDER THE LEASE AND OPERATIVE GUARANTY

SECTION 4.1 Covenant of Lessor. So long as any Loan remains

outstanding and unpaid or any other amount is owing to any Lender with respect to its Funding Party Balances, subject to Section 4.2, the Lessor will promptly

pay all amounts payable by it under this Loan Agreement and the Notes issued by it in accordance with the terms hereof and thereof and shall duly perform each of its obligations under this Loan Agreement and the Notes. The Lessor agrees to provide to the Agent a copy of each estoppel certificate that the Lessor proposes to deliver pursuant to Section 17.13 of the Lease at least five (5) days prior to such delivery and to make any corrections thereto reasonably requested by the Agent prior to such delivery. The Lessor shall keep the Leased Property free and clear of all Lessor Liens. The Lessor shall not reject any sale of the Leased Property pursuant to Section 14.6 of the Lease unless all of the Loans have been paid in full or the Lenders consent to such rejection. In the event that the Lenders reject any sale of the Leased Property pursuant to Section 14.6 of the Lease, the Lessor agrees to take such action as the Lenders reasonably request to effect a sale or other disposition of the Leased Property, provided that the Lessor shall not be required to expend its own funds in

connection with such sale or disposition.

SECTION 4.2 Lessor Obligations Nonrecourse; Payment from Certain

Lease and Operative Guaranty Obligations and Certain Proceeds of Leased Property

Only. All payments to be made by the Lessor in respect of the Loans, the Notes

and this Loan Agreement shall be made only from certain payments received under the Lease and the Operative Guaranty and certain proceeds of the Leased Property and only to the extent that the Lessor or the Agent shall have received sufficient payments from such sources to make payments in respect of the Loans in accordance with Section 3. Each Lender agrees that it will look solely to

such sources of payments to the extent available for distribution to such Lender as herein provided and that neither the Lessor nor the Agent is or shall be personally liable to any Lender for any amount payable hereunder or under any Note. Nothing in this Loan Agreement, the Notes or any other Operative Document shall be construed as creating any liability (other than for willful misconduct, gross negligence, misrepresentation or breach of contract (other than the failure to make payments in respect of the Loans)) of the Lessor individually to pay any sum or to perform any covenant, either express or implied, in this Loan Agreement, the Notes or any other Operative Documents (all such liability, if any, being expressly waived by each Lender) and

that each Lender, on behalf of itself and its successors and assigns, agrees in the case of any liability of the Lessor hereunder or thereunder (except for such liability attributable to its willful misconduct, gross negligence, misrepresentation or breach of contract (other than the failure to make payments in respect of the Loans)) that it will look solely to those certain payments received under the Lease and the Operative Guaranty and those certain proceeds of the Leased Property, provided, however, that the Lessor in its individual

capacity shall in any event be liable with respect to (i) the removal of Lessor's Liens or involving its gross negligence, willful misconduct, misrepresentation or breach of contract (other than the failure to make payments in respect of the Loans) or (ii) failure to turn over payments the Lessor has received in accordance with Section 3; and provided further that the foregoing

exculpation of the Lessor shall not be deemed to be exculpations of the Lessee, the Guarantor or any other Person.

SECTION 4.3 Exercise of Remedies Under the Lease and Operative

Guaranty.

(a) Event of Default. With respect to any Potential Event of Default

as to which notice thereof by the Lessor to the Lessee is a requirement to cause such Potential Event of Default to become an Event of Default, the Lessor may at any time in its discretion give such notice, provided that the Lessor agrees to

give such notice to such Lessee promptly upon receipt of a written request by any Lender or the Agent.

(b) Acceleration of Lease Balance. When an Event of Default exists,

the Lessor, upon the direction of the Required Funding Parties, shall exercise remedies under Article XIII of the Lease and the Operative Guaranty to demand payment in full of the Lease Balances by the Lessee or the Guarantor (the "Acceleration"). Following the Acceleration, the Lessor shall consult with the

Lenders regarding actions to be taken in response to such Event of Default. The Lessor (1) shall not, without the prior written consent of Required Funding Parties and (2) shall (subject to the provisions of this Section), if so

directed by Required Lenders, do any of the following: commence eviction or foreclosure proceedings, or make a demand under the Operative Guaranty, or file a lawsuit against the Lessee under the Lease, or file a lawsuit against the Guarantor under the Operative Guaranty, or sell the Leased Property, or exercise other remedies against the Lessee or the Guarantor under the Operative Documents in respect of such Event of Default; provided, however, that any payments

received by the Lessor shall be distributed in accordance with Section 3.

Notwithstanding any such consent, direction or approval by the Required Funding Parties of any such action or omission, the Lessor shall not have any obligation to follow such direction if the same would, in the

Lessor's reasonable judgment, require the Lessor to expend its own funds or expose the Lessor to liability, expense, loss or damages unless and until the Lenders advance to the Lessor an amount which is sufficient, in the Lessor's reasonable judgment, to cover such liability, expense, loss or damage (excluding the Lessor's pro rata share thereof, if any). Notwithstanding the foregoing, on and after the Release Date, the Lenders shall have no rights to the Leased Property or any proceeds thereof, the Lenders shall have no rights to direct or give consent to any actions with respect to the Leased Property and the proceeds thereof, the Lessor shall have absolute discretion with respect to such exercise of remedies with respect to the Leased Property, and the proceeds thereof, including, without limitation, any foreclosure or sale of the Leased Property, and the Lessor shall have no liability to the Lenders with respect to the Lessor's actions or failure to take any action with respect to the Leased Property.

SECTION 5 LOAN EVENTS OF DEFAULT; REMEDIES

SECTION 5.1 Loan Events of Default. Each of the following events

-----  
shall constitute a Loan Event of Default (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any Governmental Authority) and each such Loan Event of Default shall continue so long as, but only as long as, it shall not have been remedied:

(a) Lessor shall fail to distribute in accordance with the provisions of Section 3 any amount received by the Lessor pursuant to

-----  
the Lease, the Operative Guaranty or the Master Agreement within two

(2) Business Days of receipt thereof if and to the extent that the Agent or the Lenders are entitled to such amount or a portion thereof;  
or

(b) the Lessor shall fail to pay to the Agent, within two (2) Business Days of the Lessor's receipt thereof, any amount which the Lessee or the Guarantor is required, pursuant to the Operative Documents, to pay to the Agent but erroneously pays to the Lessor; or

(c) failure by the Lessor to perform in any material respect any other covenant or condition herein or in any other Operative Document to which the Lessor is a party, which failure shall continue unremedied for thirty (30) days after receipt by the Lessor of written notice thereof from the Agent or any Lender; or

(d) any representation or warranty of the Lessor contained in any Operative Document or in any certificate

required to be delivered thereunder shall prove to have been incorrect in a material respect when made and shall not have been cured within thirty (30) days of receipt by the Lessor of written notice thereof from the Agent or any Lender; or

(e) the Lessor or any General Partner shall become bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver; or a trustee or a receiver shall be appointed for the Lessor or any General Partner or for substantially all of its property without its consent and shall not be dismissed or stayed within a period of sixty (60) days; or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against the Lessor or any General Partner and, if instituted against the Lessor or any General Partner, shall not be dismissed or stayed for a period of sixty (60) days; or

(f) any Event of Default under the Lease shall occur and be continuing.

SECTION 5.2 Loan Event of Default; Remedies.  
-----

(a) Upon the occurrence of a Loan Event of Default hereunder, (i) if such event is a Loan Event of Default specified in clause (e) of Section 5.1

-----  
with respect to the Lessor, automatically the outstanding principal of, and accrued interest on, the Loans shall be immediately due and payable, and (ii) if such event is any other Loan Event of Default, upon written request of the Required Lenders, the Agent shall, by notice of default to the Lessor, declare the outstanding principal of, and accrued interest on, the Loans to be immediately due and payable, whereupon the outstanding principal of, and accrued interest on, the Loans shall become immediately due and payable.

(b) When a Loan Event of Default exists, the Agent may, and upon the written instructions of the Required Lenders shall, exercise any or all of the rights and powers and pursue any and all of the remedies available to it hereunder, under the Notes, the Mortgage and the Assignment of Lease and Rents and shall have and may exercise any and all rights and remedies available under the Uniform Commercial Code or any provision of law. When a Loan Event of Default exists, the Agent may, and upon the written instructions of the Required Lenders shall, have the right to exercise all rights of the Lessor under the Lease pursuant to the terms and in the manner provided for in the Mortgage and the Assignment of Lease and Rents.

(c) Except as expressly provided above, no remedy under this Section  
-----  
5.2 is intended to be exclusive, but each shall be cumulative and in addition to  
- ---  
any other remedy provided under



this Section 5.2 or under the other Operative Documents or otherwise available

-----  
at law or in equity. The exercise by the Agent or any Lender of any one or more of such remedies shall not preclude the simultaneous or later exercise of any other remedy or remedies. No express or implied waiver by the Agent or any Lender of any Loan Event of Default shall in any way be, or be construed to be, a waiver of any future or subsequent Loan Event of Default. The failure or delay of the Agent or any Lender in exercising any rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies and any single or partial exercise of any particular right by the Agent or any Lender shall not exhaust the same or constitute a waiver of any other right provided herein.

SECTION 6 THE AGENT

SECTION 6.1 Appointment. Each Lender hereby irrevocably designates

-----  
and appoints the Agent as the agent of such Lender under this Loan Agreement and the other Operative Documents, and each such Lender irrevocably authorizes the Agent, in such capacity, to take such action on its behalf under the provisions of this Loan Agreement and the other Operative Documents and to exercise such powers and perform such duties as are expressly delegated to the Agent by the terms of this Loan Agreement and the other Operative Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Loan Agreement, the Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Loan Agreement or any other Operative Document or otherwise exist against the Agent.

SECTION 6.2 Delegation of Duties. The Agent may execute any of its

-----  
duties under this Loan Agreement and the other Operative Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

SECTION 6.3 Exculpatory Provisions. Neither the Agent nor any of its

-----  
officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Loan Agreement or any other Operative Document (except for its or such Person's own gross negligence or willful misconduct) or (b) responsible in any manner to any of

the Lenders for any recitals, statements, representations or warranties made by the Lessor, the Guarantor or the Lessee or any officer thereof contained in this Loan Agreement or any other Operative Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agent under or in connection with, this Loan Agreement or any other Operative Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Loan Agreement or any other Operative Document or for any failure of the Lessor, the Guarantor or the Lessee to perform its obligations hereunder or thereunder. The Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Loan Agreement or any other Operative Document, or to inspect the properties, books or records of the Lessor, the Guarantor or the Lessee.

SECTION 6.4 Reliance by Agent. The Agent shall be entitled to rely,  
-----

and shall be fully protected in relying, upon any Note, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Lessor, the Guarantor or the Lessee), independent accountants and other experts selected by the Agent. The Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Agent. The Agent shall be fully justified in failing or refusing to take any action under this Loan Agreement or any other Operative Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Funding Parties against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Loan Agreement and the other Operative Documents in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Notes.

SECTION 6.5 Notice of Default. The Agent shall not be deemed to have  
-----

knowledge or notice of the occurrence of any Loan Potential Event of Default or Loan Event of Default hereunder unless the Agent has received notice from a Lender referring to this Loan Agreement, describing such Loan Potential Event of Default or Loan Event of Default and stating that such notice is a "notice of default". In the event that the Agent receives such

a notice, the Agent shall give notice thereof to the Lenders. The Agent shall take such action with respect to such Loan Potential Event of Default or Loan Event of Default as shall be reasonably directed by the Required Lenders; provided that unless and until the Agent shall have received such directions,

-----  
the Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Loan Potential Event of Default or Loan Event of Default as it shall deem advisable in the best interests of the Lenders.

SECTION 6.6 Non-Reliance on Agent and Other Lenders. Each Lender

-----  
expressly acknowledges that neither the Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Agent hereinafter taken, including any review of the affairs of the Lessor, the Guarantor or the Lessee, shall be deemed to constitute any representation or warranty by the Agent to any Lender. Each Lender represents to the Agent that it has, independently and without reliance upon the Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Lessor, the Guarantor and the Lessee and made its own decision to make its Loans hereunder and enter into this Loan Agreement. Each Lender also represents that it will, independently and without reliance upon the Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Loan Agreement and the other Operative Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Lessor, the Guarantor and the Lessee. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Agent hereunder, the Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Lessor, the Guarantor or the Lessee which may come into the possession of the Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

SECTION 6.7 Indemnification. The Lenders agree to indemnify the

-----  
Agent in its capacity as such (to the extent not reimbursed by the Lessee or Guarantor and without limiting the obligation of the Lessee or Guarantor to do so), ratably according to the percentage each Lender's Loans bears to the total Loans of all of the Lenders on the date on which indemnification is sought under this Section 6.7, from and

against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including, without limitation, at any time following the payment of the Notes) be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of, the Commitments, this Loan Agreement, any of the other Operative Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Agent under or in connection with any of the foregoing; provided that no Lender shall be

-----  
liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from the Agent's gross negligence or willful misconduct. The agreements in this Section 6.7 shall survive the payment of the Notes and all  
-----  
other amounts payable hereunder.

SECTION 6.8 Agent in Its Individual Capacity. The Agent and its

-----  
Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Lessor, the Guarantor or the Lessee as though the Agent were not the Agent hereunder and under the other Operative Documents. With respect to Loans made or renewed by it and any Note issued to it, the Agent shall have the same rights and powers under this Loan Agreement and the other Operative Documents as any Lender and may exercise the same as though it were not the Agent, and the terms "Lender" and "Lenders" shall include the Agent in its individual capacity. Each Lender acknowledges that the Agent in its individual capacity has had and continues to have other business relations and transactions with the Lessee.

SECTION 6.9 Successor Agent. The Agent may resign as Agent upon 20

-----  
days' notice to the Lenders. If the Agent shall resign as Agent under this Loan Agreement and the other Operative Documents, then the Required Lenders shall appoint a successor agent for the Lenders, which successor agent shall be a commercial bank organized under the laws of the United States of America or any State thereof or under the laws of another country which is doing business in the United States of America and having a combined capital, surplus and undivided profits of at least \$100,000,000, whereupon such successor agent shall succeed to the rights, powers and duties of the Agent, and the term "Agent" shall mean such successor agent effective upon such appointment and approval, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Loan Agreement or any holders of the Notes. After any retiring Agent's resignation as Agent, all of the provisions of this Section 6  
-----  
shall inure to its benefit as to any

actions taken or omitted to be taken by it while it was Agent under this Loan Agreement and the other Operative Documents.

SECTION 7 MISCELLANEOUS

SECTION 7.1 Amendments and Waivers. Neither this Loan Agreement, any

-----  
Note, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of Section 8.4 of the Master Agreement.

SECTION 7.2 Notices. Unless otherwise specified herein, all notices,

-----  
requests, demands or other communications to or upon the respective parties hereto shall be given in accordance with Section 8.2 of the Master Agreement.

SECTION 7.3 No Waiver; Cumulative Remedies. No failure to exercise

-----  
and no delay in exercising, on the part of the Agent or any Lender, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

SECTION 7.4 Successors and Assigns. This Loan Agreement shall be

-----  
binding upon and inure to the benefit of the Lessor, the Agent, the Lenders, all future holders of the Notes and their respective successors and permitted assigns.

SECTION 7.5 Counterparts. This Loan Agreement may be executed by one

-----  
or more of the parties to this Loan Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same agreement. A set of the counterparts of this Loan Agreement signed by all the parties hereto shall be lodged with the Lessor and the Agent.

SECTION 7.6 GOVERNING LAW. THIS LOAN AGREEMENT AND THE NOTES AND THE

-----  
RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS LOAN AGREEMENT AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF GEORGIA.

SECTION 7.7 Survival and Termination of Agreement. All covenants,

-----  
agreements, representations and warranties made herein and in any certificate, document or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Loan Agreement, and the Notes and shall continue in full force and effect so long as any Note or any amount

payable to any Lender under or in connection with this Loan Agreement or the Notes is unpaid, at which time this Loan Agreement shall terminate.

SECTION 7.8 Entire Agreement. This Loan Agreement and the other  
-----

Operative Documents sets forth the entire agreement of the parties hereto with respect to its subject matter, and supersedes all previous understandings, written or oral, with respect thereto.

SECTION 7.9 Severability. Any provision of this Loan Agreement or of  
-----

the Notes which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or thereof or affecting the validity, enforceability or legality of any such provision in any other jurisdiction.

IN WITNESS THEREOF, the parties hereto have caused this Loan Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

SUNTRUST BANK, ATLANTA, as Agent

By: /s/ Brian K. Peters

-----  
Name: Brian K. Peters

-----  
Title: Director  
-----

FLORIDA

LOAN AGREEMENT

S-1

PREFCO VI LIMITED PARTNERSHIP, as  
Lessor and Borrower

By: AFG PREFCO GP, LLC, a Texas  
limited liability company, as  
general partner

By: /s/ Stephen S. Brookshire  
-----  
Stephen S. Brookshire  
President

FLORIDA

LOAN AGREEMENT

S-2



SUNTRUST BANK, ATLANTA, as a  
Lender

By: /s/ Brian K. Peters

-----  
Name: Brian K. Peters

-----  
Title: Director  
-----

FLORIDA

LOAN AGREEMENT

S-3

=====

OPERATIVE GUARANTY

from

EQUIFAX INC.

Dated as of December 30, 1999

=====

[Florida Property]

TABLE OF CONTENTS

	Page
SECTION 1. Operative Guaranty.....	1
SECTION 2. Bankruptcy.....	2
SECTION 3. Right of Set-Off.....	3
SECTION 4. Continuing Operative Guaranty.....	3
SECTION 5. Reinstatement.....	3
SECTION 6. Certain Actions.....	3
SECTION 7. Application.....	4
SECTION 8. Waiver.....	4
SECTION 9. Assignment.....	4
SECTION 10. Miscellaneous.....	5

OPERATIVE GUARANTY  
-----

THIS OPERATIVE GUARANTY, dated as of December 30, 1999, is made by Equifax Inc., a Georgia corporation (the "Guarantor").  
-----

W I T N E S S E T H:  
-----

WHEREAS, the Guarantor as Lessee and Guarantor, PREFCO VI Limited Partnership as Lessor, Atlantic Financial Group, Ltd., Atlantic Financial Managers, Inc., and SunTrust Bank, Atlanta, as Agent and Lender, have entered into that certain Master Agreement (Florida Property), dated as of December 30, 1999 (as it may be modified, amended or restated from time to time as and to the extent permitted thereby, the "Master Agreement"; and, unless otherwise defined

-----  
herein, terms which are defined or defined by reference in the Master Agreement (including Appendix A thereto) shall have the same meanings when used herein as such terms have therein); and

WHEREAS, it is a condition precedent to the Funding Parties consummating the transactions to be consummated on the Closing Date that the Guarantor execute and deliver this Operative Guaranty; and

WHEREAS, it is in the best interests of the Guarantor that the transactions contemplated by the Master Agreement be consummated on the Closing Date; and

WHEREAS, this Operative Guaranty, and the execution, delivery and performance hereof, have been duly authorized by all necessary corporate action of the Guarantor; and

WHEREAS, this Operative Guaranty is offered by the Guarantor as an inducement to the Funding Parties to consummate the transactions contemplated in the Master Agreement, which transactions, if consummated, will be of benefit to the Guarantor;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, the Guarantor hereby agrees as follows:

SECTION 1. Operative Guaranty. The Guarantor hereby unconditionally

-----  
guarantees the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, and the full and prompt performance, of all of the Liabilities (as hereinafter defined), including interest and earnings on any such Liabilities whether accruing before or after any bankruptcy or insolvency case or proceeding involving the Guarantor or any other Person and, if interest or earnings on any portion of such obligations ceases to accrue by operation of law by reason of the commencement of such case or proceeding, including such interest and yield as would have accrued on any such portion of such obligations if such case or proceeding had not commenced, and further agrees to pay all reasonable expenses (including reasonable attorneys' fees and legal expenses actually incurred) actually paid or incurred by each of the Funding Parties in endeavoring to collect the Liabilities, or any part thereof, and in enforcing this Operative Guaranty. The term "Liabilities", as used

-----  
herein, shall mean all of the following, in each case howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, or now or hereafter existing, or due or to become due: (i) all amounts payable by the Lessee under the Lease (including, without limitation, Basic Rent, Supplemental Rent and Recourse Deficiency Amounts), the Master Agreement or any other Operative Document, and (ii) all principal of the Notes and interest accrued thereon, Loans, accrued Yield and all additional amounts and other sums at any time due and owing, and required to be paid, to the Funding Parties under the terms of the Master Agreement, the Loan Agreement, the Assignment of Lease and Rent, the Mortgage, the Notes or any other Operative Document; provided, however, that whether or not a Loan Event of Default exists

-----  
that is not an Event of Default under the Lease, the Guarantor will not be obligated to pay under this Operative Guaranty any amounts greater or earlier than the Lessee would have had to pay, under the Lease, the Master Agreement and the other Operative Documents assuming that such documents were enforced in accordance with their terms (and without giving effect to any discharge or limitation thereon resulting or arising by reason of the bankruptcy or insolvency of the Lessee), plus all actual and reasonable costs of enforcing this Operative Guaranty.

By way of extension but not in limitation of any of its other obligations hereunder, the Guarantor stipulates and agrees that in the event any foreclosure proceedings are commenced and result in the entering of a foreclosure judgment, any such foreclosure judgment, to the extent related to the Liabilities, shall be treated as part of the Liabilities, and the Guarantor

unconditionally guarantees the full and prompt payment of such judgment.

SECTION 2. Bankruptcy. The Guarantor agrees that, in the event of the  
-----

dissolution, bankruptcy or insolvency of the Guarantor, or the inability or failure of the Guarantor generally to pay debts as they become due, or an assignment by the Guarantor for the benefit of creditors, or the commencement of any case or proceeding in respect of the Guarantor under any bankruptcy, insolvency or similar laws, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, the Guarantor will pay to the Funding Parties forthwith the full amount which would be payable hereunder by the Guarantor if all Liabilities were then due and payable.

SECTION 3. Right of Set-Off. To secure all obligations of the Guarantor  
-----

hereunder, each Funding Party shall have a right to set-off, without demand or notice of any kind, at any time and from time to time when any amount shall be due and payable by the Guarantor hereunder against any and all balances, credits, deposits, accounts or moneys of or in the Guarantor's name now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, any Funding Party or any agent or bailee for any Funding Party, and apply any such amounts toward the payment of the Liabilities then due in such order as the Agent may elect in accordance with the Operative Documents.

SECTION 4. Continuing Operative Guaranty. This Operative Guaranty shall  
-----

in all respects be a continuing, absolute and unconditional Operative Guaranty of prompt and complete payment and performance (and not merely of collection), and shall remain in full force and effect (notwithstanding, without limitation, the dissolution of the Guarantor) until the termination of the Commitments and the full and final payment of all of the Liabilities.

SECTION 5. Reinstatement. The Guarantor further agrees that, if at any  
-----

time all or any part of any payment theretofore applied to any of the Liabilities is or must be rescinded or returned for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Guarantor), such Liabilities shall, for the purposes of this Operative Guaranty, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application, and this Operative Guaranty shall continue to be effective or be reinstated, as the case may

be, as to such Liabilities, all as though such application had not been made.

SECTION 6. Certain Actions. The Funding Parties may, from time to time  
-----

at their discretion and without notice to the Guarantor, take any or all of the following actions: (a) retain or obtain (i) a security interest in the Lessee's interests in the Lease and (ii) a lien or a security interest hereafter granted by any Person upon or in any property, in each case to secure any of the Liabilities or any obligation hereunder; (b) retain or obtain the primary or secondary obligation of any obligor or obligors, in addition to the Guarantor, with respect to any of the Liabilities; (c) extend or renew for one or more periods (regardless of whether longer than the original period), or release or compromise any obligation of the Guarantor hereunder or any obligation of any nature of any other obligor (including, without limitation, the Lessor) with respect to any of the Liabilities; (d) release or fail to perfect its Lien upon or security interest in, or impair, surrender, release or permit any substitution or exchange for, all or any part of any property securing any of the Liabilities or any obligation hereunder, or extend or renew for one or more periods (regardless of whether longer than the original period) or release or compromise any obligations of any nature of any obligor with respect to any such property; and (e) resort to the Guarantor for payment of any of the Liabilities, regardless of whether the Agent or any other Person shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any other obligor primarily or secondarily obligated with respect to any of the Liabilities (all of the actions referred to in this clause

-----  
(e) being hereby expressly waived by the Guarantor).  
- - -

SECTION 7. Application. Any amounts received by any Funding Party from  
-----

whatever source on account of the Liabilities shall be applied by it toward the payment of such of the Liabilities, and in such order of application, as is set forth in the Operative Documents.

SECTION 8. Waiver. The Guarantor hereby expressly waives: (a) notice of  
-----

the acceptance of this Operative Guaranty; (b) notice of the existence or creation or non-payment of all or any of the Liabilities; (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever; and (d) all diligence in collection or protection of or realization upon the Liabilities or any thereof, any obligation hereunder, or any security for or Operative Guaranty of any of the foregoing.

SECTION 9. Assignment. Subject to Section 6 of the Master Agreement,

-----

each Funding Party may, from time to time, whether before or after any discontinuance of this Operative Guaranty, at its sole discretion and without notice to the Guarantor, assign or transfer any or all of its portion of the Liabilities or any interest therein; and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Liabilities shall be and remain Liabilities for the purposes of this Operative Guaranty, and each and every such immediate and successive assignee or transferee of any of the Liabilities or of any interest therein shall, to the extent of such assignee's or transferee's interest in the Liabilities, be entitled to the benefits of this Operative Guaranty to the same extent as if such assignee or transferee were such Funding Party.

SECTION 10. Miscellaneous. No delay in the exercise of any right or

-----

remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Operative Guaranty be binding upon any Funding Party except as expressly set forth in a writing duly signed and delivered on its behalf. No action permitted hereunder shall in any way affect or impair any Funding Party's rights or the Guarantor's obligations under this Operative Guaranty. For the purposes of this Operative Guaranty, Liabilities shall include all of the obligations described in the definition thereof, notwithstanding any right or power of the Lessee or the Lessor or anyone else to assert any claim or defense (other than final payment) as to the invalidity or unenforceability of any such obligation, and no such claim or defense shall affect or impair the obligations of the Guarantor hereunder. The Guarantor's obligations under this Operative Guaranty shall be absolute and unconditional irrespective of any circumstance whatsoever which might constitute a legal or equitable discharge or defense of the Guarantor. The Guarantor hereby acknowledges that there are no conditions to the effectiveness of this Operative Guaranty.

This Operative Guaranty shall be binding upon the Guarantor and upon the Guarantor's successors and permitted assigns; and all references herein to the Guarantor shall be deemed to include any successor or successors, whether immediate or remote, to such Person; provided that the Guarantor shall not

-----

assign its obligations hereunder without the prior written consent of the Funding Parties.



Wherever possible each provision of this Operative Guaranty shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Operative Guaranty shall be prohibited by or invalid thereunder, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Operative Guaranty.

The Guarantor: (a) submits for itself and its property in any legal action or proceeding relating to this Operative Guaranty, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of Georgia sitting in Fulton County, Georgia, the courts of the United States of America for the Northern District of Georgia, and appellate courts from any thereof; (b) consents that any such action or proceedings may be brought to such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (c) agrees that service of process in any such action or proceeding may be effected by delivering a copy thereof to it at its address set forth below or at such other address of which the other parties to the Master Agreement shall have been notified pursuant to Section 8.2 of the Master Agreement; and (d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right of the Funding Parties to sue in any other jurisdiction.

All notices, demands, declarations, consents, directions, approvals, instructions, requests and other communications required or permitted by this Operative Guaranty shall be in writing and shall be deemed to have been duly given when addressed to the appropriate Person and delivered in the manner specified in Section 8.2 of the Master Agreement. The initial address for notices to each Guarantor is set forth below.

THIS OPERATIVE GUARANTY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

IN WITNESS WHEREOF, the Guarantor has caused this Operative Guaranty to be executed and delivered as of the date first above written.

EQUIFAX INC.

By: /s/ Michael G. Schirk

-----  
Name Printed: Michael G. Schirk  
Title: Vice President & Treasurer

Address:

FLORIDA

OPERATIVE GUARANTY

S-1

AMENDED AND RESTATED 364-DAY REVOLVING CREDIT AGREEMENT

dated as of July 6, 2001

among

CERTEGY INC.  
as Borrower

THE LENDERS FROM TIME TO TIME PARTY HERETO

SUNTRUST BANK  
as Administrative Agent

WACHOVIA BANK, N.A.  
as Co-Syndication Agent

FLEET NATIONAL BANK  
as Co-Syndication Agent

and

BANK OF AMERICA, N.A.  
as Documentation Agent

=====

SUNTRUST EQUITABLE SECURITIES CORPORATION  
as Arranger and Book Manager

TABLE OF CONTENTS

	Page -----
ARTICLE I. DEFINITIONS; CONSTRUCTION.....	1
-----	
Section 1.1. Definitions.....	1
-----	
Section 1.2. Classifications of Loans and Borrowings.....	19
-----	
Section 1.3. Accounting Terms and Determination.....	19
-----	
Section 1.4. Terms Generally.....	20
-----	
Section 1.5. Amendment and Restatement.....	20
-----	
ARTICLE II AMOUNT AND TERMS OF THE COMMITMENTS.....	20
-----	
Section 2.1. General Description of Facilities.....	20
-----	
Section 2.2. Revolving Loans.....	20
-----	
Section 2.3. Procedure for Revolving Borrowings.....	21
-----	
Section 2.4. Intentionally Deleted.....	21
-----	
Section 2.5. Intentionally Deleted.....	21
-----	
Section 2.6. Competitive Bid Borrowings.....	21
-----	
Section 2.7. Intentionally Deleted.....	24
-----	
Section 2.8. Funding of Borrowings.....	24
-----	
Section 2.9. Interest Elections; Conversions; Continuations.....	25
-----	
Section 2.10. Optional Reduction and Termination of Commitments.....	26
-----	
Section 2.11. Repayment of Loans.....	26
-----	
Section 2.12. Evidence of Indebtedness.....	26
-----	
Section 2.13. Optional Prepayments.....	27
-----	
Section 2.14. Interest on Loans.....	27
-----	
Section 2.15. Fees.....	28
-----	
Section 2.16. Computation of Interest and Fees.....	29
-----	
Section 2.17. Inability to Determine Interest Rates.....	29
-----	
Section 2.18. Illegality.....	30
-----	
Section 2.19. Increased Costs.....	30
-----	
Section 2.20. Funding Indemnity.....	31
-----	
Section 2.21. Taxes.....	32
-----	
Section 2.22. Payments Generally; Pro Rata Treatment; Sharing of Set-offs.....	34
-----	
Section 2.23. Mitigation of Obligations.....	35
-----	
Section 2.24. Extension of Commitments.....	36
-----	

ARTICLE III.	CONDITIONS PRECEDENT TO LOANS .....	37
	-----	
Section 3.1.	Conditions of Effectiveness.....	37
Section 3.2.	Each Credit Event.....	40
Section 3.3.	Delivery of Documents.....	40
	-----	
ARTICLE IV.	REPRESENTATIONS AND WARRANTIES.....	40
	-----	
Section 4.1.	Existence; Power.....	40
Section 4.2.	Organizational Power; Authorization.....	40
Section 4.3.	Governmental Approvals; No Conflicts.....	41
Section 4.4.	Financial Statements.....	41
Section 4.5.	Litigation and Environmental Matters.....	41
Section 4.6.	Compliance with Laws and Agreements.....	42
Section 4.7.	Investment Company Act, Etc.....	42
Section 4.8.	Taxes.....	42
Section 4.9.	Margin Regulations.....	42
Section 4.10.	ERISA.....	42
Section 4.11.	Ownership of Property.....	43
Section 4.12.	Disclosure.....	43
Section 4.13.	Labor Relations.....	43
Section 4.14.	Subsidiaries.....	43
Section 4.15.	Spin-off.....	43
Section 4.16.	Indebtedness at Funding Date.....	44
	-----	
ARTICLE V.	AFFIRMATIVE COVENANTS.....	44
	-----	
Section 5.1.	Financial Statements and Other Information.....	44
Section 5.2.	Notices of Material Events.....	45
Section 5.3.	Existence; Conduct of Business.....	46
Section 5.4.	Compliance with Laws, Etc.....	46
Section 5.5.	Payment of Obligations.....	46
Section 5.6.	Books and Records.....	46
Section 5.7.	Visitation, Inspection, Etc.....	47
Section 5.8.	Maintenance of Properties; Insurance.....	47
Section 5.9.	Use of Proceeds.....	47
Section 5.10.	Additional Subsidiaries; Release.....	47
Section 5.11.	Consummation of Spin-off.....	48
	-----	

ARTICLE VI.	FINANCIAL COVENANTS.....	48
	-----	
Section 6.1.	Leverage Ratio.....	48
Section 6.2.	Fixed Charge Coverage Ratio.....	48
	-----	
ARTICLE VII.	NEGATIVE COVENANTS.....	48
	-----	
Section 7.1.	Subsidiary Indebtedness.....	48
Section 7.2.	Negative Pledge.....	49
Section 7.3.	Fundamental Changes.....	50
Section 7.4.	Investments, Loans, Acquisitions, Etc.....	51
Section 7.5.	Restricted Payments.....	51
Section 7.6.	Sale of Assets.....	52
Section 7.7.	Transactions with Affiliates.....	52
Section 7.8.	Restrictive Agreements.....	53
Section 7.9.	Hedging Agreements.....	53
Section 7.10.	Amendment to Material Documents.....	53
Section 7.11.	Accounting Changes.....	54
Section 7.12.	Indebtedness During Transition Period.....	54
	-----	
ARTICLE VIII.	EVENTS OF DEFAULT.....	54
	-----	
Section 8.1.	Events of Default.....	54
	-----	
ARTICLE IX.	THE ADMINISTRATIVE AGENT.....	56
	-----	
Section 9.1.	Appointment of Administrative Agent.....	56
Section 9.2.	Nature of Duties of Administrative Agent.....	57
Section 9.3.	Lack of Reliance on the Administrative Agent.....	57
Section 9.4.	Certain Rights of the Administrative Agent.....	58
Section 9.5.	Reliance by Administrative Agent.....	58
Section 9.6.	The Administrative Agent and its Individual Capacity.....	58
Section 9.7.	Successor Administrative Agent.....	58
Section 9.8.	Additional Agencies; No Duties Imposed Upon Syndication Agents or Documentation Agents.....	59
	-----	
ARTICLE X.	MISCELLANEOUS.....	59
	-----	
Section 10.1.	Notices.....	59
Section 10.2.	Waiver; Amendments.....	61
	-----	

Section 10.3.	Expenses; Indemnification.....	62
Section 10.4.	Successors and Assigns.....	63
Section 10.5.	Governing Law; Jurisdiction; Consent to Service of Process.....	65
Section 10.6.	Waiver of Jury Trial.....	66
Section 10.7.	Right of Setoff.....	66
Section 10.8.	Counterparts; Integration.....	67
Section 10.9.	Survival.....	67
Section 10.10.	Severability.....	67
Section 10.11.	Confidentiality.....	67
Section 10.12.	Interest Rate Limitation.....	68

Schedules

- - - - -

Schedule I	-	Applicable Margin and Applicable Percentage
Schedule 4.5	-	Environmental Matters
Schedule 4.14	-	Subsidiaries
Schedule 4.16	-	Funding Date Indebtedness
Schedule 7.1	-	Outstanding Spin-Off Closing Date Indebtedness
Schedule 7.2	-	Existing Liens
Schedule 7.4	-	Existing Investments
Schedule I-D	-	To the Subsidiary Guaranty Agreement
Schedule I-E	-	To the Indemnity, Subrogation and Contribution Agreement
Schedule I-E-	-	To Supplement No. ___ to the Indemnity, Subrogation and Contribution Agreement
Annex I-D	-	To the Subsidiary Guaranty Agreement
Annex I-E	-	To the Indemnity, Subrogation and Contribution Agreement

Exhibits

- - - - -

- Exhibit A - Form of Revolving Credit Note
- Exhibit B - Form of Competitive Bid Note
- Exhibit C - Form of Assignment and Acceptance
- Exhibit D - Form of Subsidiary Guarantee Agreement
- Exhibit E - Form of Indemnity, Subrogation and Contribution Agreement
- Exhibit F-1 - Form of Opinion of Counsel to Loan Parties
- Exhibit F-2 - Form of Opinion of the General Counsel of Loan Parties
- Exhibit 2.3 - Notice of Revolving Borrowing
- Exhibit 2.6-A - Form of Competitive Bid Request
- Exhibit 2.6-B - Form of Notice to Lenders of Competitive Bid Request
- Exhibit 2.6-C - Form of Competitive Bid
- Exhibit 2.9 - Form of Continuation/Conversion
- Exhibit 3.1(b) (iv) and 3.1(b) (vii) - Form of Secretary's Certificate
- Exhibit 3.1(b) (ix) - Form of Officer's Certificate



AMENDED AND RESTATED 364-DAY  
REVOLVING CREDIT AGREEMENT  
-----

THIS AMENDED AND RESTATED 364-DAY REVOLVING CREDIT AGREEMENT (this "Agreement") is made and entered into as of July 6, 2001, by and among CERTEGY  
-----  
INC., a Georgia corporation (the "Borrower"), the several banks and other  
-----  
financial institutions from time to time party hereto (the "Lenders"), WACHOVIA  
-----  
BANK, N.A., as Co-Syndication Agent, FLEET NATIONAL BANK, as Co-Syndication  
Agent (Wachovia, N.A. and Fleet National Bank, collectively, the "Co-Syndication  
-----  
Agents", and each individually, a "Co-Syndication Agent"), BANK OF AMERICA,  
-----  
N.A., as Documentation Agent (the "Documentation Agent") and SUNTRUST BANK, in  
-----  
its capacity as Administrative Agent for the Lenders (the "Administrative  
-----  
Agent").  
-----

W I T N E S S E T H:  
-----

WHEREAS, pursuant to that certain 364 Day Revolving Credit Agreement dated as of June 25, 2001 among the Borrower and SunTrust Bank ("SunTrust") as Lender and Administrative Agent (the "Prior Credit Agreement"),  
-----  
SunTrust established a \$100,000,000 revolving credit facility in favor of the Borrower;

WHEREAS, the Borrower, SunTrust and the Administrative Agent have agreed to amend and restate the Prior Credit Agreement in its entirety on the terms and subject to the conditions set forth in this Agreement to, among other things, join the Lenders as a party to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Borrower, the Lenders and the Administrative Agent agree as follows:

ARTICLE I

DEFINITIONS; CONSTRUCTION  
-----

Section 1.1. Definitions. In addition to the other terms  
-----

defined herein, the following terms used herein shall have the meanings herein specified (to be equally applicable to both the singular and plural forms of the terms defined):

"Acquisition" shall mean any acquisition, whether by stock purchase, asset purchase, merger, consolidation or otherwise of a Person or a business line of a Person.

"Adjusted LIBOR" shall mean, with respect to each Interest Period for a Eurodollar Borrowing, the rate per annum obtained by dividing (i) LIBOR Rate for such Interest Period by (ii) 1.00 minus the Statutory Reserve Rate.

"Administrative Agent" shall have the meaning assigned to such term in the opening paragraph hereof.

"Administrative Questionnaire" shall mean, with respect to each Lender, an administrative questionnaire in the form provided by the Administrative Agent and submitted to the Administrative Agent duly completed by such Lender.

"Affiliate" shall mean, as to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person.

"Aggregate Revolving Commitments" shall mean the sum of the Revolving Commitments of all Lenders at any time outstanding. On the Funding Date, the Aggregate Revolving Commitments equal \$100,000,000.

"Applicable Lending Office" shall mean, for each Lender and for each Type of Loan, the "Lending Office" of such Lender (or an Affiliate of such Lender) designated for such Type of Loan in the Administrative Questionnaire submitted by such Lender or such other office of such Lender (or an Affiliate of such Lender) as such Lender may from time to time specify to the Administrative Agent and the Borrower as the office by which its Loans of such Type are to be made and maintained.

"Applicable Margin" shall mean, as of any date, with respect to all Revolving Loans outstanding on any date, the percentage designated in the "Pricing Grid" attached hereto as Schedule I based on the Borrower's Senior Debt Ratings in effect on such date with respect to Eurodollar Loans or Base Rate Loans, as the case may be. A change in the Applicable Margin resulting from a change in the Senior Debt Ratings shall be effective on the day on which the Rating Agency which has the highest Senior Debt Rating changes the Senior Debt Ratings and which shall continue until the day prior to the day that further changes become effective.

"Applicable Percentage" shall mean, at any date, with respect to the facility fee as of any date, the percentage designated in the "Pricing Grid" attached hereto as Schedule I based on the Borrower's Senior Debt Ratings in effect on such date with respect to the facility fee. A change in the Applicable Percentage resulting from a change in the Senior Debt Ratings shall be effective on the day on which the Rating Agency which has the highest Senior Debt Rating changes the Senior Debt Ratings and which shall continue until the day prior to the day that further changes become effective.

"Assignment and Acceptance" shall mean an assignment and acceptance entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 10.4(b)) and accepted by the  
-----  
Administrative Agent, in the form of Exhibit C attached hereto or any other form  
-----  
approved by the Administrative Agent.

"Availability Period" shall mean the period from the Funding Date to the Commitment Termination Date.

"Base Rate" shall mean the higher of (i) the per annum rate which the Administrative Agent publicly announces from time to time to be its prime lending rate, as in effect from time to time, and (ii) the Federal Funds Rate, as in effect from time to time, plus one-half of one percent (0.50%). The Administrative Agent's prime lending rate is a reference rate and does not necessarily represent the lowest or best rate charged to customers. The Administrative Agent may make commercial loans or other loans at rates of interest at, above or below the Administrative Agent's prime lending rate. Each change in the Administrative Agent's prime lending rate shall be effective from and including the date such change is publicly announced as being effective.

"Borrower" shall have the meaning in the introductory paragraph hereof.

"Borrowing" shall mean a borrowing consisting of Loans of the same Class and Type, made, converted or continued on the same date and in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"Business Day" shall mean any day other than a Saturday or Sunday on which banks are not authorized or required to close in Atlanta, Georgia or New York, New York and, if the applicable Business Day relates to the advance or continuation of, conversion into, or payment on a Eurodollar Borrowing or a Competitive Bid Borrowing on which banks are dealing in Dollar deposits, in the interbank eurodollar market in London, England.

"Capital Lease Obligations" of any Person shall mean all obligations of such Person to pay rent or other amounts under any lease (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Change in Control" shall mean the occurrence after the Spin-off Closing Date of one or more of the following events: (a) any sale, lease, exchange or other transfer (in a single transaction or a series of related transactions) of all or substantially all of the assets of the Borrower to any Person or "group" (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder in effect on the date hereof), (b) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or "group" (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date hereof) of 30% or more of the outstanding shares of the voting stock of the Borrower; or (c) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were neither (i) nominated by the current board of directors (as in effect immediately after the consummation of the Spin-off) or (ii) appointed by directors so nominated.

"Change in Law" shall mean (i) the adoption of any applicable law, rule or regulation after the date of this Agreement, (ii) any change in any applicable law, rule or regulation,

or any change in the interpretation or application thereof, by any Governmental Authority after the date of this Agreement, or (iii) compliance by any Lender (or its Applicable Lending Office) (or for purposes of Section 2.19(b), by such

-----  
Lender's holding company, if applicable) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement.

"Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans or Competitive Bid Loans.

"Code" shall mean the Internal Revenue Code of 1986, as amended and in effect from time to time.

"Commitment" shall mean a Revolving Commitment.

"Commitment Termination Date" shall mean the earliest of (i) June 23, 2002, (ii) the date on which the Revolving Commitments are terminated pursuant to Section 2.10 and (iii) the date on which all amounts outstanding

-----  
under this Agreement have been declared or have automatically become due and payable (whether by acceleration or otherwise).

"Competitive Bid" shall mean an offer by a Lender to make a Competitive Bid Loan substantially in the form of Exhibit 2.6-C, to be delivered

-----  
by a Lender to the Administrative Agent in response to a Competitive Bid Request.

"Competitive Bid Loan" shall mean a Loan made pursuant to Section 2.6.

-----  
"Competitive Bid Margin" shall mean with respect to any Competitive Bid Loan bearing interest at a rate based on the Adjusted LIBOR, the marginal rate of interest, if any, to be added to or subtracted from the Adjusted LIBOR to determine the rate of interest applicable to such Competitive Bid Loan, as specified by the Lender in its related Competitive Bid.

"Competitive Bid Note" shall mean a promissory note of the Borrower payable to the order of any requesting Lender in the principal amount of the Aggregate Revolving Commitments, in substantially the form of Exhibit B.

-----  
"Competitive Bid Rate" shall mean, with respect to any Competitive Bid, the Competitive Bid Margin or the Fixed Rate, as applicable, offered by the Lender making such Competitive Bid.

"Competitive Bid Request" shall mean a request for a proposed Fixed Rate or a Competitive Bid Margin at which a Competitive Bid Loan may be made, substantially in the form of Exhibit 2.6-A submitted by the Borrower to

-----  
the Administrative Agent in accordance with Section 2.6.

"Consolidated EBIT" shall mean, for the Borrower and its Subsidiaries for any period, an amount equal to the sum of (a) Consolidated Net Income for such period plus (b) to the

extent deducted in determining Consolidated Net Income for such period, (i) Consolidated Interest Expense, (ii) income tax expense and (iii) all other non-cash charges (and minus all other non-cash gains), determined on a consolidated basis in accordance with GAAP in each case for such period.

"Consolidated EBITDA" shall mean, for the Borrower and its Subsidiaries for any period, an amount equal to the sum of (a) Consolidated Net Income for such period plus (b) to the extent deducted in determining Consolidated Net Income for such period, (i) Consolidated Interest Expense, (ii) income tax expense, (iii) depreciation and amortization and (iv) all other non-cash charges (and minus all other non-cash gains), determined on a consolidated basis in accordance with GAAP in each case for such period.

"Consolidated EBITDAR" shall mean, for the Borrower and its Subsidiaries for any period, an amount equal to the sum of (a) Consolidated EBITDA and (b) Consolidated Lease Expense.

"Consolidated Fixed Charges" shall mean, for the Borrower and its Subsidiaries for any period, the sum (without duplication) of (a) Consolidated Interest Expense for such period and (b) Consolidated Lease Expense for such period.

"Consolidated Interest Expense" shall mean, for the Borrower and its Subsidiaries for any period determined on a consolidated basis in accordance with GAAP, the sum of (i) total interest expense, including without limitation the interest component of any payments in respect of Capital Lease Obligations capitalized or expensed during such period (whether or not actually paid during such period) plus (ii) the net amount payable (or minus the net amount receivable) under Hedging Agreements during such period (whether or not actually paid or received during such period).

"Consolidated Lease Expense" shall mean, for any period, the aggregate amount of fixed and contingent rentals payable by the Borrower and its Subsidiaries with respect to leases of real and personal property (excluding Capital Lease Obligations) determined on a consolidated basis in accordance with GAAP for such period.

"Consolidated Net Income" shall mean, for any period, the net income (or loss) of the Borrower and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, but excluding therefrom (to the extent otherwise included therein) (i) any extraordinary gains or losses, (ii) any gains attributable to write-ups of assets, (iii) any equity interest of the Borrower or any Subsidiary of the Borrower in the unremitted earnings of any Person that is not a Subsidiary and (iv) any income (or loss) of any Person accrued prior to the date it becomes a Subsidiary or is merged into or consolidated with the Borrower or any Subsidiary on the date that such Person's assets are acquired by the Borrower or any Subsidiary.

"Consolidated Subsidiary" shall mean, at any date, any Person that, in accordance with GAAP, would be consolidated in the Borrower's consolidated financial statements on such date.

"Consolidated Total Assets" shall mean, at any time, the total assets of the Borrower

and its Consolidated Subsidiaries, determined on a consolidated basis, in accordance with GAAP.

"Consolidated Total Debt" shall mean, at any time, without duplication, the sum of (i) all then currently outstanding obligations, liabilities and indebtedness of the Borrower and its Subsidiaries on a consolidated basis of the types described in the definition of Indebtedness (other than the type described in clause (xi) of the definition thereof), including, but not limited to, all obligations under the Loan Documents plus (ii) all Indebtedness of any Permitted Securitization Subsidiary.

"Control" shall mean the power, directly or indirectly, either to (i) vote 5% or more of securities having ordinary voting power for the election of directors (or persons performing similar functions) of a Person or (ii) direct or cause the direction of the management and policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. The terms "Controlling", "Controlled by", and "under common Control with" have meanings correlative thereto.

"Default" shall mean any condition or event that, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Default Interest" shall have the meaning set forth in Section

2.14(d).  
-----

"Defaulting Lender" shall mean any Lender with respect to which a Lender Default is in effect.

"Dollar(s)" and the sign "\$" shall mean lawful money of the United States of America.

"Environmental Laws" shall mean all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by or with any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, Release or threatened Release of any Hazardous Material or to health and safety matters.

"Environmental Liability" shall mean any liability, contingent or otherwise (including any liability for damages, costs of environmental investigation and remediation, costs of administrative oversight, fines, natural resource damages, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) any actual or alleged violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) any actual or alleged exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equifax" shall mean Equifax Inc., a Georgia corporation.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor statute.

"ERISA Affiliate" shall mean any trade or business (whether or not incorporated), which, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for the purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" shall mean (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived and other than an event triggered by the Spin-off); (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator appointed by the PBGC of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"Eurodollar" when used in reference to any Loan or Borrowing (including any Competitive Bid Loan or Borrowing), refers to whether such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to (i) in the case of a Revolving Loan or Revolving Borrowing, the Adjusted LIBOR and the Applicable Margin, or (ii) in the case of a Competitive Bid Loan or Competitive Bid Borrowing, the Adjusted LIBOR and the Competitive Bid Margin.

"Event of Default" shall have the meaning provided in Article VIII.

"Excluded Taxes" shall mean with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) income or franchise taxes imposed on (or measured by) its net income by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which any of its offices is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Borrower is located and (c) in the case of a Foreign Lender, any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party to this Agreement (or designates a new lending office) or is attributable to such Foreign Lender's failure to comply with Section 2.21(e), except to the extent

-----  
that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending

office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 2.21(a).  
-----

"Execution Date" shall mean June 25, 2001, the date on which the Prior Credit Agreement was executed.

"Federal Funds Rate" shall mean, for any day, the rate per annum (rounded upwards, if necessary, to the next 1/100th of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with member banks of the Federal Reserve System arranged by Federal funds brokers, as published by the Federal Reserve Bank of New York on the next succeeding Business Day or if such rate is not so published for any Business Day, the Federal Funds Rate for such day shall be the average rounded upwards, if necessary, to the next 1/100th of 1% of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by the Administrative Agent.

"Fixed Charge Coverage Ratio" shall mean, for any period of four consecutive fiscal quarters of the Borrower, the ratio of (a) Consolidated EBITDAR for such period to (b) Consolidated Fixed Charges for such period; provided, however, that for any fiscal quarter ending prior to the Spin-off  
-----

Closing Date relevant to the calculation of this ratio, pro forma effect shall be given to the Spin-off.

"Fixed Rate" shall mean, with respect to any Competitive Bid Loan (other than a Eurodollar Competitive Bid Loan), the fixed rate of interest per annum specified by any Lender making such Competitive Bid Loan in its related Competitive Bid.

"Foreign Lender" shall mean any Lender that is organized under the laws of a jurisdiction other than that of the Borrower. For purposes of this definition, the United States of America or any political subdivision thereof shall constitute one jurisdiction.

"Foreign Subsidiary" shall mean any direct or indirect Subsidiary of the Borrower that is organized under the laws of a jurisdiction other than the United States of America or any political subdivision thereof.

"Form 10 Filing" shall mean the registration statement on Form 10 filed by the Borrower with the Securities and Exchange Commission in respect of the Spin-off on April 3, 2001, as amended on May 18, 2001 and June 11, 2001.

"Funding Date" shall mean the first day on which all of the conditions precedent set forth in Section 3.1 and Section 3.2 have been  
-----  
satisfied or waived in accordance with Section 10.2; provided, however, that in  
-----  
the event the Funding Date does not occur on or before July 31, 2001, all of the Commitments shall automatically terminate.

"GAAP" shall mean generally accepted accounting principles in the United States applied on a consistent basis and subject to the terms of Section 1.3.  
-----



"Governmental Authority" shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guarantee" of or by any Person (the "guarantor") shall mean any legally binding obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly and including any obligation, direct or indirect, of the guarantor (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued in support of such Indebtedness or obligation; provided, that the term

-----

"Guarantee" shall not include endorsements for collection or deposits in the ordinary course of business. The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which Guarantee is made or, if not so stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith. The term "Guarantee" used as a verb has a corresponding meaning.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hedging Agreements" shall mean interest rate swap, cap or collar agreements, interest rate future or option contracts, currency swap agreements, currency future or option contracts, commodity agreements and other similar agreements or arrangements designed to protect against fluctuations in interest rates, currency values, stock values or commodity values.

"Indebtedness" of any Person shall mean, without duplication (i) obligations of such Person for borrowed money, (ii) obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) obligations of such Person in respect of the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of business on terms customary in the trade), (iv) obligations of such Person under any conditional sale or other title retention agreement(s) relating to property acquired by such Person, (v) Capital Lease Obligations of such Person, (vi) obligations, contingent or otherwise, of such Person in respect of letters of credit, acceptances or similar extensions of credit, (vii) guaranties by such Person of the type of indebtedness described in clauses (i) through (v) above, (viii) all indebtedness of a third party

secured by any Lien on property owned by such Person, whether or not such indebtedness has been assumed by such Person, (ix) all obligations of such Person, contingent or otherwise, to purchase, redeem, retire or otherwise acquire for value any common stock of such Person, (x) off-balance sheet liability retained in connection with asset securitization programs, Synthetic Leases, sale and leaseback transactions or other similar obligations arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the consolidated balance sheet of such Person and its Subsidiaries, and (xi) obligations of such Person under any interest rate Hedging Agreement or foreign exchange Hedging Agreement. For purposes of determining Indebtedness under clause (xi) the obligations of any Person in respect to any Hedging Agreement or foreign exchange Hedging Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Person would be required to pay if such Hedging Agreement were terminated at such time.

"Indemnified Taxes" shall mean Taxes imposed upon any payment made by the Borrower or any other Loan Party to any Lender under any Loan Document other than Excluded Taxes.

"Indemnity and Contribution Agreement" shall mean the Indemnity, Subrogation and Contribution Agreement, substantially in the form of Exhibit E, among the Borrower, the Subsidiary Loan Parties and the  
-----  
Administrative Agent.

"Information Statement" shall mean that certain Preliminary Information Statement filed as Exhibit 99.1 to the Form 10 Filing.

"Information Memorandum" shall mean the Confidential Information Memorandum dated June, 2001 relating to the Borrower and the transactions contemplated by this Agreement and the other Loan Documents.

"Interest Period" shall mean (i) with respect to any Eurodollar Borrowing, a period of one, two, three or six months and (ii) with respect to a Competitive Bid Fixed Rate Borrowing, a period of at least seven days but not more than 180 days as requested by the Borrower and agreed to by the Lender making such Competitive Bid Fixed Rate Loan; provided, that:  
-----

(i) the initial Interest Period for such Borrowing shall commence on the date of such Borrowing (including the date of any conversion from a Borrowing of another Type) and each Interest Period occurring thereafter in respect of such Borrowing shall commence on the day on which the next preceding Interest Period expires;

(ii) if any Interest Period would otherwise end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day, unless, in the case of a Eurodollar Borrowing, such Business Day falls in another calendar month, in which case such Interest Period would end on the next preceding Business Day;

(iii) any Interest Period in respect of a Eurodollar Borrowing which begins on the last Business Day of a calendar month or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period shall end on the last Business Day of such calendar month; and

(iv) no Interest Period may extend beyond the Commitment Termination Date.

"Lenders" shall have the meaning assigned to such term in the opening paragraph of this Agreement.

"Lender Default" shall mean (a) the failure (which has not been cured) of any Lender to make available its portion of any Borrowing or (b) a Lender having notified the Administrative Agent and/or the Borrower that it does not intend to comply with the obligations under Sections 2.2, and 2.5.  
-----

"Leverage Ratio" shall mean, as of any date of determination with respect to the Borrower, the ratio of (i) Consolidated Total Debt as of such date to (ii) Consolidated EBITDA for the four fiscal quarters then ending; provided, however, that for any fiscal quarter ending prior to the Spin-off  
-----

Closing Date relevant to the calculation of this ratio, pro forma effect shall be given to the Spin-off.

"LIBOR Rate" shall mean, for any applicable Interest Period for each Eurodollar Borrowing, the rate per annum quoted at or about 11:00 a.m. (London, England time) two Business Days before the commencement of such Interest Period on that page of the Reuters, Telerate or Bloomburgs reporting service (as then being used by the Administrative Agent to obtain such interest rate quotes) that displays British Bankers' Association interest settlement rates for deposits of such Eurodollar Borrowing, or if such page or such service shall cease to be available, such other page or other service (as the case may be) for the purpose of displaying British Bankers' Association interest settlement rates as reasonably determined by the Administrative Agent upon advising the Borrower as to the use of any such service. If for any reason any such interest settlement rate for such Interest Period is not available to the Administrative Agent through any such interest rate reporting service, then the "LIBOR Rate" with respect to such Eurodollar Borrowing will be the rate at which the Administrative Agent is offered deposits of \$5,000,000 for a period approximately equal to such Interest Period in the London interbank market at 10:00 a.m. two Business Days before the commencement of such Interest Period.

"Lien" shall mean any mortgage, pledge, security interest, lien (statutory or otherwise), charge, encumbrance, hypothecation, assignment, deposit arrangement, or other arrangement having the practical effect of the foregoing or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having the same economic effect as any of the foregoing).

"Loan Documents" shall mean, collectively, this Agreement, the Notes (if any), all Notices of Borrowing, the Subsidiary Guaranty Agreement, the Indemnity and Contribution Agreement, and any and all other instruments, agreements, documents and writings executed in connection with any of the foregoing.

"Loan Parties" shall mean the Borrower and the Subsidiary Loan Parties.

"Loans" shall mean all Revolving Loans and Competitive Bid Loans in the aggregate or any of them, as the context shall require.

"Margin Regulations" shall mean Regulation T, Regulation U and Regulation X of the Board of Governors of the Federal Reserve System, as the same may be in effect from time to time.

"Material Adverse Effect" shall mean, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences whether or not related, a material adverse change in, or a material adverse effect on, (i) the business, results of operations, financial condition, assets or liabilities of the Borrower and its Subsidiaries taken as a whole, (ii) the ability of the Borrower or any Subsidiary to perform any of their respective obligations under the Loan Documents, (iii) the rights and remedies of the Agent and the Lenders under any of the Loan Documents or (iv) the legality, validity or enforceability of any of the Loan Documents.

"Material Subsidiary" shall mean at any time any direct or indirect Subsidiary of the Borrower having: (a) assets in an amount equal to at least 5% of the total assets of the Borrower and its Subsidiaries determined on a consolidated basis as of the last day of the most recent fiscal quarter of the Borrower at such time; or (b) revenues or net income in an amount equal to at least 5% of the total revenues or net income of the Borrower and its Subsidiaries on a consolidated basis for the 12-month period ending on the last day of the most recent fiscal quarter of the Borrower at such time.

"Moody's" shall mean Moody's Investors Service, Inc.

"Multiemployer Plan" shall have the meaning set forth in Section 4001(a)(3) of ERISA.

"Non-Defaulting Lender" shall mean and include each Lender other than a Defaulting Lender.

"Notes" shall mean, collectively, the Revolving Credit Notes and the Competitive Bid Notes.

"Notices of Borrowing" shall mean, collectively, the Notices of Revolving Borrowing and the Competitive Bid Requests.

"Notice of Conversion/Continuation" shall mean the notice given by the Borrower to the Administrative Agent in respect of the conversion or continuation of an outstanding Borrowing as provided in Section 2.9(b)

hereof.

"Notice of Revolving Borrowing" shall have the meaning as set forth in Section 2.3.

"Obligations" shall mean all amounts owing by the Borrower to the Administrative Agent or any Lender pursuant to or in connection with this Agreement or any other Loan Document, including without limitation, all principal, interest (including any interest accruing after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or like proceeding relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), all reimbursement obligations, fees, expenses, indemnification and reimbursement payments, costs and expenses (including all actual and reasonable fees and expenses of counsel to the Administrative Agent and any Lender incurred pursuant to this Agreement or any other Loan Document), whether direct or indirect, absolute or contingent, liquidated or unliquidated, now existing or hereafter arising hereunder or thereunder, together with all renewals, extensions, modifications or refinancings thereof.

"Other Taxes" shall mean any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from the execution, delivery or enforcement of this Agreement or any other Loan Document.

"Participant" shall have the meaning set forth in Section 10.4(c).

"Payment Office" shall mean the office of the Administrative Agent located at 303 Peachtree Street, N.E., 25th Floor, Atlanta, Georgia 30308, or such other location as to which the Administrative Agent shall have given written notice to the Borrower and the other Lenders.

"PBGC" shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA, and any successor entity performing similar functions.

"Permitted Acquisitions" shall mean any Acquisition so long as (a) at the time of such Acquisition, no Default or Event of Default is in existence or would result therefrom, (b) such acquisition has been approved or recommended by the board of directors of the Person being acquired and (c) the Total Acquisition Consideration of such Acquisition, when aggregated with the Total Acquisition Consideration of all Acquisitions consummated by the Borrower and its Consolidated Subsidiaries during the preceding 12 month period does not exceed \$100,000,000.

"Permitted Encumbrances" shall mean:

(i) Liens imposed by law for taxes not yet due or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with GAAP;

(ii) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen and other Liens imposed by law created in the ordinary course of business for amounts not yet due or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with GAAP;

(iii) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(iv) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(v) judgment and attachment liens not giving rise to an Event of Default or Liens created by or existing from any litigation or legal proceeding that are currently being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with GAAP; and

(vi) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of the Borrower and its Subsidiaries taken as a whole;

provided, that the term "Permitted Encumbrances" shall not include any Lien  
- -----  
securing Indebtedness for borrowed money.

"Permitted Investments" shall mean:

(i) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States), in each case maturing within one year from the date of acquisition thereof;

(ii) commercial paper having the highest rating, at the time of acquisition thereof, of S&P or Moody's and in either case maturing within six months from the date of acquisition thereof;

(iii) certificates of deposit, bankers' acceptances and time deposits maturing within 180 days of the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States or any state thereof which has a combined capital and surplus and undivided profits of not less than \$500,000,000;

(iv) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (i) above and entered into with a financial institution satisfying the criteria described in clause (iii) above; and

(v) mutual funds investing solely in any one or more of the Permitted Investments described in clauses (i) through (iv) above.

"Permitted Securitization Subsidiary" shall mean any

Subsidiary of the Borrower that (i) is directly or indirectly wholly-owned by the Borrower, (ii) is formed and operated solely for purposes of a Permitted Securitization Transaction, (iii) has organizational documents which limit the permitted activities of such Permitted Securitization Subsidiary to the acquisition of accounts receivable and related rights from the Borrower or one or more of its Consolidated Subsidiaries or another Permitted Securitization Subsidiary, the securitization or other financing of such accounts receivable and related rights and activities necessary or incidental to the foregoing and (iv) such Permitted Securitization Subsidiary shall at all times be subject to each of the following: (A) it shall have at least one (1) member, manager, director or other similar person whose affirmative vote is required to permit such person to file a voluntary bankruptcy proceeding or to amend its formation documents, which member, manager, director or other similar person is not affiliated with the Borrower or any of its Consolidated Subsidiaries or a current or prior officer, director or employee of any of them, (B) it shall not be permitted to incur any Indebtedness other than the Indebtedness related to the Permitted Securitization Transaction, unless such Indebtedness is non-recourse to such Permitted Securitization Subsidiary and is subordinated to the Indebtedness incurred in connection with the Permitted Securitization Transaction, (C) it will not be permitted to merge or consolidate with any person other than another Permitted Securitization Subsidiary and (D) its formation documents shall contain and it shall be subject to such restrictive covenants relating to its operations as shall be required by independent counsel in order for such counsel to deliver a reasoned, market-standard "non-consolidation" opinion.

"Permitted Securitization Transaction" shall mean the transfer

by Borrower or one or more of its Consolidated Subsidiaries of receivables and rights related thereto to one or more Permitted Securitization Subsidiaries and the related financing of such receivables and rights related thereto; provided

-----  
that (i) such transaction is non-recourse to Borrower and its Consolidated Subsidiaries (excluding any related Permitted Securitization Subsidiary), except for Standard Securitization Undertakings and (ii) the aggregate total amount of all Indebtedness outstanding to third parties under all Permitted Securitization Transactions shall not exceed \$120,000,000 in the aggregate outstanding at any time.

"Person" shall mean any individual, partnership, firm,

corporation, association, joint venture, limited liability company, trust or other entity, or any Governmental Authority.

"Plan" means any employee pension benefit plan (other than a

Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Prior Credit Agreement" shall have the meaning in the first recital hereof.

"Pro Rata Share" shall mean, with respect to any Lender at any time, a percentage, the numerator of which shall be the sum of such Lender's Revolving Commitment and the denominator of which shall be the sum of all Lenders' Revolving Commitments; or if the Revolving Commitments have been terminated or expired or if the Loans have been declared to be due and payable, a percentage, the numerator of which shall be the sum of such Lender's Revolving Credit Exposure and outstanding Competitive Bid Loans and the denominator of which shall be the sum of the aggregate Revolving Credit Exposure and the aggregate outstanding Competitive Bid Loans of all Lenders.

"Rating Agencies" shall mean Moody's and S&P.

"Regulation D" shall mean Regulation D of the Board of Governors of the Federal Reserve System, as the same may be in effect from time to time, and any successor regulations.

"Related Parties" shall mean, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person's Affiliates.

"Release" means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or within any building, structure, facility or fixture.

"Required Lenders" shall mean, at any time, Non-Defaulting Lenders holding more than 50% of the aggregate outstanding Revolving Credit Exposures of all Non-Defaulting Lenders at such time or if the Non-Defaulting Lenders have no Revolving Credit Exposure outstanding, then Non-Defaulting Lenders holding more than 50% of the Aggregate Revolving Commitments of all Non-Defaulting Lenders; provided, that, for purposes of declaring the Loans to

-----  
be due and payable pursuant to Article VIII and for all purposes after the Loans become due and payable pursuant to Article VIII or the Revolving Commitments expire or terminate, the outstanding Competitive Bid Loans of a Lender shall be added to its Revolving Credit Exposure in determining the Required Lenders.

"Responsible Officer" shall mean any of the president, the chief executive officer, the chief operating officer, the chief financial officer, the treasurer, controller or a vice president of the Borrower or such other representative of the Borrower as may be designated in writing by any one of the foregoing with the consent of the Administrative Agent; and, with respect to the financial covenants only, the chief financial officer or the treasurer of the Borrower.

"Restricted Investment" shall mean Investments in joint ventures and in Subsidiaries which are not Consolidated Subsidiaries.



"Restricted Payment" shall have the meaning set forth in

Section 7.5.

- - - - -

"Revolving Commitment" shall mean, with respect to each Lender, the obligation of such Lender to make Revolving Loans to the Borrower in an aggregate principal amount not exceeding the amount set forth with respect to such Lender on the signature pages to this Agreement, or in the case of a Person becoming a Lender after the Funding Date, the amount of the assigned "Revolving Commitment" as provided in the Assignment and Acceptance Agreement executed by such Person as an assignee, as the same may be changed pursuant to the terms hereof.

"Revolving Credit Exposure" shall mean, with respect to any Lender at any time, the outstanding principal amount of such Lender's Revolving Loans.

"Revolving Credit Note" shall mean a promissory note of the Borrower payable to the order of a requesting Lender in the principal amount of such Lender's Revolving Commitment, in substantially the form of Exhibit A.

- - - - -

"Revolving Loan" shall mean a loan made by a Lender to the Borrower under its Revolving Commitment, which may be either a Base Rate Loan or a Eurodollar Loan.

"Senior Debt Rating" shall mean the credit ratings (including indicative ratings if no actual debt has been rated) assigned from time to time by either of the Rating Agencies to the senior, unsecured long-term debt securities of the Borrower without third-party credit enhancement, whether or not any such debt securities are actually outstanding, and any rating assigned to any other debt security of the Borrower shall be disregarded. The rating in effect on any date is that in effect at the close of business on such date. If the Borrower is split-rated and (i) the ratings differential is one category, the higher of the two ratings will apply or (ii) the ratings differential is more than one category, the rate shall be determined by reference to the category next above that of the lower of the two ratings. If the Borrower is rated neither by Moody's nor S&P, then the applicable rate shall be established by reference to Level IV as set forth in the "Pricing Grid" attached hereto as Schedule I. If the rating system of Moody's and S&P shall change, or if Moody's and S&P shall cease to be in the business of rating corporate debt obligations, the Borrower, the Lenders and the Administrative Agent shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such rating agency and, pending the effectiveness of any such amendment, the Applicable Margin and the Applicable Percentage shall be determined by reference to the rating most recently in effect prior to any such change or cessation. If after a reasonable time the parties cannot agree to a mutually acceptable amendment, the applicable rate shall be determined by reference to Level IV as set forth in the "Pricing Grid" attached hereto as Schedule I.

"Spin-off" means the distribution by Equifax on a tax-free basis of all of the shares of the Borrower's common stock to Equifax's shareholders pursuant to a pro rata distribution to all shareholders, except shareholders who waive their rights to such distribution and except to the extent of fractional shares.

"Spin-off Closing Date" shall mean the date on which the Spin-off occurs.

"Spin-off Payment" means a cash payment payable to Equifax in the amount of \$275,000,000 as further described in the Form 10 Filing , to be paid to Equifax immediately prior to the Spin-off.

"S&P" shall mean Standard & Poor's.

"Standard Securitization Undertakings" shall mean any obligations and undertakings of the Borrower and any Consolidated Subsidiary consisting of representations, warranties, covenants, and indemnities standard in securitization transactions and related servicing of receivables.

"Statutory Reserve Rate" shall mean a fraction (expressed as a decimal), the numerator of which is the number 1 and the denominator of which is the number 1 minus the aggregate of the maximum reserve, liquid asset or similar percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by any Governmental Authority of the United States or any jurisdiction in which Loans in Dollars are made to which banks in such jurisdiction are subject for any category of deposits or liabilities customarily used to fund loans in Dollars or by reference to which interest rates applicable to loans in Dollars are determined. Such reserve, liquid asset or similar percentages shall include those imposed pursuant to Regulation D of the Board of Governors of the Federal Reserve System. Eurodollar Loans shall be deemed to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any other applicable law, rule or regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subsidiary" shall mean, with respect to any Person (the "parent"), any corporation, partnership, joint venture, limited liability company, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, partnership, joint venture, limited liability company, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power, or in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, Controlled or held. Unless otherwise indicated, all references to "Subsidiary" hereunder shall mean a Subsidiary of the Borrower.

"Subsidiary Guaranty Agreement" shall mean the Subsidiary Guaranty Agreement, substantially in the form of Exhibit D, made by the

-----  
Subsidiary Loan Parties in favor of the Administrative Agent for the benefit of the Lenders.

"Subsidiary Loan Party" shall mean any Subsidiary (other than any Permitted Securitization Subsidiary) that is not a Foreign Subsidiary.

"Synthetic Lease" shall mean any synthetic lease, tax retention operating lease or similar off-balance sheet financing product where such transaction is considered borrowed money

indebtedness for tax purposes but is classified as an operating lease under GAAP.

"Taxes" shall mean any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

"Total Acquisition Consideration" shall mean as at the date of any Acquisition, the sum of the following without duplication: (i) the amount of any cash and fair market value of other property given as consideration, including at such date the deferred payment of any such amounts, (ii) the amount (determined by using the outstanding amount or the amount payable at maturity, whichever is greater) of any obligations for money borrowed incurred, assumed or acquired by the Borrower or any Subsidiary in connection with such Acquisition, (iii) all amounts paid in respect of covenants not to compete and consulting agreements that should be recorded on the financial statements of the Borrower and its Subsidiaries in accordance with GAAP, and (iv) the aggregate fair market value of all other consideration given by the Borrower or any Subsidiary (including any shares of capital stock of the Borrower or any Subsidiary) in connection with such Acquisition.

"Type", when used in reference to a Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBOR or the Base Rate (or, in the case of a Competitive Bid Loan or Borrowing, the Fixed Rate).

"Wholly-Owned Subsidiary" shall mean any Subsidiary all of the shares of capital stock or other ownership interests of which (except directors' qualifying shares, or, in the case of any Subsidiary which is not organized or created under the laws of the United States of America or any political subdivision thereof, such nominal ownership interests which are required to be held by third parties under the laws of the foreign jurisdiction under which such Subsidiary was incorporated or organized) are at the time directly or indirectly owned by the Borrower.

"Withdrawal Liability" shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

Section 1.2. Classifications of Loans and Borrowings. For

-----  
purposes of this Agreement, Loans may be classified and referred to by Class (e.g. a "Revolving Loan" or "Competitive Bid Loan") or by Type (e.g. a "Eurodollar Loan", "Base Rate Loan" or "Fixed Rate Loan") or by Class and Type (e.g. "Revolving Eurodollar Loan"). Borrowings also may be classified and referred to by Class (e.g. "Revolving Borrowing") or by Type (e.g. "Eurodollar Borrowing") or by Class and Type (e.g. "Revolving Eurodollar Borrowing").

Section 1.3. Accounting Terms and Determination. Unless

-----  
otherwise defined or specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP as in effect from time to time, applied on a basis consistent (except for such changes approved by the Borrower's independent public accountants) with the most recent audited consolidated financial statement of the Borrower delivered

pursuant to Section 5.1(a); provided, that if the Borrower notifies the

-----  
Administrative Agent that the Borrower wishes to amend any covenant in Article VI to eliminate the effect of any change in GAAP on the operation of such covenant (or if the Administrative Agent notifies the Borrower that the Required Lenders wish to amend Article VI for such purpose), then the Borrower's compliance with such covenant shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenant is amended in a manner satisfactory to the Borrower and the Required Lenders.

Section 1.4. Terms Generally. The definitions of terms herein

-----  
shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the word "to" means "to but excluding". Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as it was originally executed or as it may from time to time be amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (ii) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (iii) the words "hereof", "herein" and "hereunder" and words of similar import shall be construed to refer to this Agreement as a whole and not to any particular provision hereof, (iv) all references to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles, Sections, Exhibits and Schedules to this Agreement and (v) all references to a specific time shall be construed to refer to the time in the city and state of the Administrative Agent's principal office, unless otherwise indicated.

Section 1.5. Amendment and Restatement. The parties hereto

-----  
acknowledge and agree that this Agreement (together with all Exhibits and Schedules hereto) amends and restates the Prior Credit Agreement (together with all Exhibits and Schedules thereto). Upon the effectiveness of this Agreement, each of the Lenders party hereto shall have their respective Commitments as set forth on the signature pages attached hereto.

ARTICLE II

AMOUNT AND TERMS OF THE COMMITMENTS

-----  
Section 2.1. General Description of Facilities. Subject to and

-----  
upon the terms and conditions herein set forth, the Lenders hereby establish in favor of the Borrower a revolving credit facility pursuant to which the Lenders severally agree (to the extent of each Lender's Pro Rata Share up to such Lender's Revolving Commitment) to make Revolving Loans to the Borrower in accordance with Section 2.2 and to offer in their sole discretion to make

-----  
Competitive Bid Loans in accordance with Section 2.6; provided, that in no event

-----  
shall the aggregate principal amount of all

outstanding Revolving Loans and Competitive Bid Loans exceed at any time the Aggregate Revolving Commitments from time to time in effect.

Section 2.2. Revolving Loans. Subject to the terms and

-----  
conditions set forth herein, each Lender severally agrees to make Revolving Loans to the Borrower from time to time on any Business Day during the Availability Period, in an aggregate principal amount outstanding at any time that will not result in (a) such Lender's Revolving Credit Exposure (determined in accordance with Section 10.14) exceeding such Lender's Revolving Commitment

-----  
or (b) the sum of the aggregate Revolving Credit Exposures of all Lenders (determined in accordance with Section 10.14) plus the aggregate principal

-----  
amount of all Competitive Bid Loans (determined in accordance with Section

-----  
10.14) exceeding the Aggregate Revolving Commitments. During the Availability

-----  
Period, the Borrower shall be entitled to borrow, prepay and reborrow Revolving Loans in accordance with the terms and conditions of this Agreement; provided,

-----  
that the Borrower may not borrow or reborrow should there exist a Default or Event of Default. Funding of any Revolving Loans shall be in any combination of Dollars as specified by the Borrower as set forth in Section 2.3.

Section 2.3. Procedure for Revolving Borrowings.

-----  
(a) The Borrower shall give the Administrative Agent written notice (or telephonic notice promptly confirmed in writing) of each Revolving Borrowing substantially in the form of Exhibit 2.3 attached hereto (a "Notice of Revolving Borrowing") (x) prior to 12:00 noon one (1) Business Day prior to the requested date of each Base Rate Borrowing and (y) prior to 12:00 noon three (3) Business Days prior to the requested date of each Eurodollar Borrowing. Each Notice of Revolving Borrowing shall be irrevocable and shall specify: , (i) the aggregate principal amount of such Borrowing, (ii) the date of such Borrowing (which shall be a Business Day), (iii) the Type of such Revolving Loan comprising such Borrowing, and (iv) in the case of a Eurodollar Borrowing, the duration of the initial Interest Period applicable thereto (subject to the provisions of the definition of Interest Period). Each Revolving Borrowing shall consist entirely of Base Rate Loans or Eurodollar Loans, as the Borrower may request. The aggregate principal amount of each Eurodollar Borrowing shall be not less than \$5,000,000 or a larger multiple of \$1,000,000, and the aggregate principal amount of each Base Rate Borrowing shall not be less than \$1,000,000 or a larger multiple of \$100,000. At no time shall the total number of Eurodollar Borrowings outstanding at any time exceed ten. Promptly following the receipt of a Notice of Revolving Borrowing in accordance herewith, the Administrative Agent shall advise each Lender of the details thereof and the amount of such Lender's Revolving Loan to be made as part of the requested Revolving Borrowing.

Section 2.4. Intentionally Deleted.

Section 2.5. Intentionally Deleted.

Section 2.6. Competitive Bid Borrowings.

-----  
(a) Competitive Bid Option. Subject to the terms and conditions set forth herein, from time to time during the Availability Period, the Borrower may request the Lenders to submit

Competitive Bids. Each Lender may, but shall have no obligation to, make such Competitive Bids, and the Borrower may, but shall have no obligation to, accept any such Competitive Bids. At no time shall the number of Competitive Bid Borrowings outstanding under this Section 2.6 exceed six in any case, and at no -----  
time shall the sum of the aggregate principal amount of outstanding Competitive Bid Loans plus the aggregate Revolving Credit Exposures of all Lenders exceed the Aggregate Revolving Commitments. A Lender's Competitive Bid Loans shall not be deemed to constitute usage of such Lender's Revolving Commitment.

(b) Competitive Bid Requests. The Borrower may request Competitive Bids by delivering a duly completed Competitive Bid Request to the Administrative Agent in writing (or by telephone, immediately confirmed in writing), not later than 12:00 noon (x) one (1) Business Day prior to the proposed date of the related Competitive Bid Fixed Rate Borrowing, or (y) three (3) Business Days prior to the proposed date of the related Competitive Bid Eurodollar Borrowing. Each Competitive Bid Request shall specify (i) the proposed date of such Borrowing (which shall be a Business Day), (ii) the aggregate amount of such Borrowing (which shall be in a minimum principal amount of \$5,000,000 or a larger multiple of \$1,000,000), (iii) if such Borrowing is a Eurodollar Borrowing, the duration of the Interest Period or Interest Periods applicable thereto (subject to the provisions of the definition of Interest Period), and (iv) whether the Competitive Bids requested are to set forth a Competitive Bid Margin or a Fixed Rate. A Competitive Bid Request which does not conform substantially to the form of Exhibit 2.6-A may be rejected by the -----

Administrative Agent in its sole discretion, and the Administrative Agent shall promptly notify the Borrower of such rejection by telecopy. The Borrower may request Competitive Bids for up to three (3) different Interest Periods in each Competitive Bid Request; provided, that the request for each separate Interest -----

Period shall be deemed to be a separate Competitive Bid Request for a separate Competitive Bid Borrowing. No Competitive Bid Request shall be given within five (5) Business Days of any other Competitive Bid Request, unless any and all such previous Competitive Bid Requests shall have been withdrawn or all Competitive Bids received in response thereto rejected. Promptly after its receipt of a Competitive Bid Request which is not rejected as aforesaid, the Administrative Agent shall promptly notify each Lender the details thereof by telecopy, inviting the Lenders to submit Competitive Bids, in a notice substantially similar to the form of Exhibit 2.6-B. -----

(c) Competitive Bids.

(i) Each Lender may, but shall have no obligation to, submit one or more Competitive Bids, each containing an irrevocable offer to make a Competitive Bid Loan in response to a Competitive Bid Request; provided, that if -----

the Borrower's Competitive Bid Request specified more than one Interest Period, such Lender may make a single submission containing a separate offer for each Interest Period and each such separate offer shall be deemed to be a separate Competitive Bid. Each Competitive Bid by a Lender must be received by the Administrative Agent by telecopy not later than (x) in the case of a Competitive Bid Eurodollar Borrowing, 10:30 a.m. on the third Business Day prior to the proposed date of Borrowing, and (y) in the case of an Competitive Bid Fixed Rate Borrowing, 9:00 a.m. on the day of the proposed Borrowing; provided, that if the -----

Administrative Agent (or any Affiliate of the Administrative Agent) elects to submit a Competitive Bid in its capacity as a Lender, it shall submit such Competitive Bid directly to the Borrower at least 15 minutes prior to the deadline for the other Lenders.

(ii) Each Competitive Bid shall specify (A) the principal amount (which shall be a minimum principal amount of \$5,000,000 or a larger multiple of \$1,000,000) of each Competitive Bid Loan and the Interest Period applicable thereto and the aggregate principal amount of all Competitive Bid Loans for all Interest Periods (which principal amount may be greater than the Revolving Commitment of such Lender but which may not exceed the aggregate principal amount of Competitive Bid Loans for each Interest Period for which Competitive Bid Requests were requested) and (B) the Competitive Bid Rate or Rates at which such Lender is prepared to make such Loan or Loans (expressed as a percentage rate per annum in the form of a decimal to no more than four decimal places). Competitive Bids that do not conform substantially to Exhibit

-----  
2.6-C may be rejected by the Administrative Agent, and the Administrative Agent  
-----

shall notify the applicable Lender as promptly as possible.

(iii) No Competitive Bid shall contain qualifying, conditional or similar language or propose terms other than or in addition to those set forth in the applicable Competitive Bid Request, and in particular, no Competitive Bid may be conditioned upon the acceptance by the Borrower of all (or some specified minimum) of the principal amount of the Competitive Bid Loan for which the Competitive Bid was made.

(iv) After the Competitive Bids have been submitted, the Administrative Agent shall promptly notify by telecopy the Borrower of (A) the aggregate principal amount of the Competitive Bid Borrowing for which offers have been received and (B) the principal amounts and Competitive Bid Rates so offered by each Lender (and the identity of such Lender).

(d) Acceptance by Borrower. Subject only to the provisions of this paragraph, the Borrower may accept or reject any Competitive Bid. The Borrower shall notify the Administrative Agent by telephone, confirmed by telecopy in a form approved by the Administrative Agent, whether and to what extent it has decided to accept or reject each Competitive Bid, in the case of a Eurodollar Competitive Bid Borrowing, not later than 12:30 p.m. three Business Days before the date of the proposed Competitive Bid Borrowing, and in the case of a Fixed Rate Borrowing, not later than 11:00 a.m. on the proposed date of the Competitive Bid Borrowing; provided, that (i) the failure of the Borrower to

-----  
give such notice shall be deemed to be a rejection of each Competitive Bid, (ii) the Borrower shall not accept a Competitive Bid made at a particular Competitive Bid Rate if the Borrower rejects a Competitive Bid made at a lower Competitive Bid Rate, (iii) the aggregate amount of the Competitive Bids accepted by the Borrower shall not exceed the aggregate amount of the requested Competitive Bid Borrowing specified in the related Competitive Bid Request, (iv) to the extent necessary to comply with clause (iii) above, the Borrower may accept Competitive Bids at the same Competitive Bid Rate in part, which acceptance, in the case of multiple Competitive Bids at such Competitive Bid Rate, shall be made pro rata in accordance with the amount of each such Competitive Bid, and (v) except pursuant to clause (iv) above, no Competitive Bid shall be accepted for a Competitive Bid Loan unless such Competitive Loan is in a minimum principal amount of \$5,000,000 and an integral multiple of \$1,000,000; provided, further,  
-----

-----  
that if a Competitive Bid Loan must be in an amount less than \$5,000,000 because of the provisions of clause (iv) above, such Competitive Bid Loan may be for a minimum of \$1,000,000 or any integral multiple thereof, and in calculating the pro rata allocation of acceptances of portions of multiple Competitive Bids at a

particular Competitive Bid Rate pursuant to clause (iv) the amounts shall be rounded to integral multiples of \$1,000,000 in a manner determined by the Borrower. A notice given by the Borrower pursuant to this paragraph shall be irrevocable.

(e) The Administrative Agent shall promptly notify by telecopy each Lender that made a Competitive Bid whether its Competitive Bid was accepted (and if so, the amount and the Competitive Bid Rate so accepted), and each successful bidding Lender will thereupon become bound, subject to the terms and conditions hereof, to make the Competitive Bid Loan in respect of which its Competitive Bid was accepted. Upon determination by the Administrative Agent of the Adjusted LIBOR applicable to any Competitive Bid Eurodollar Borrowing, to be made by a Lender pursuant to a Competitive Bid which has been accepted, the Administrative Agent shall notify the Borrower and such Lender of such applicable Adjusted LIBOR. With respect to Competitive Bid Eurodollar Loans, each such Lender shall, not later than 11:00 a. m. on the date specified for the making of such Competitive Bid Loan, make the amount of such Loan available to the Administrative Agent at the Payment Office in immediately available funds for the account of the Borrower and the amount so received by the Administrative Agent shall be made available to the Borrower in immediately available funds at the account specified by the Borrower to the Administrative Agent not later than 1:00 p.m. on such date. The amount so received by the Administrative Agent shall be made available to the Borrower on such date by depositing the same, in immediately available funds, not later than 4:00 p.m. at the account specified by the Borrower to the Administrative Agent

Section 2.7. Intentionally Deleted.  
-----

Section 2.8. Funding of Borrowings.  
-----

(a) Each Lender will make available each Borrowing in Dollars of Eurodollar Loans and Competitive Bid Fixed Rate Loans to be made by it hereunder on the proposed date thereof by wire transfer in immediately available funds by 11:00 a.m. to the Administrative Agent at the Payment Office. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts that it receives, in like funds by the close of business on such proposed date, to an account maintained by the Borrower with the Administrative Agent or at the Borrower's option, by effecting a wire transfer of such amounts to an account designated by the Borrower to the Administrative Agent.

(b) Unless the Administrative Agent shall have been notified by any Lender prior to 5 p.m. one (1) Business Day prior to the date of a Borrowing in which such Lender is participating that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such date, and the Administrative Agent, in reliance on such assumption, may make available to the Borrower on such date a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender on the date of such Borrowing, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Lender together with interest at a rate per annum equal to the Administrative Agent's cost of funds for such amount for up to two (2) days and thereafter at the rate



specified for such Borrowing. If such Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify the Borrower, and the Borrower shall immediately pay such corresponding amount to the Administrative Agent together with interest at the rate specified for such Borrowing. Nothing in this subsection shall be deemed to relieve any Lender from its obligation to fund its Pro Rata Share of any Borrowing hereunder or to prejudice any rights which the Borrower may have against any Lender as a result of any default by such Lender hereunder.

(c) All Revolving Borrowings shall be made by the Lenders on the basis of their respective Pro Rata Shares. No Lender shall be responsible for any default by any other Lender in its obligations hereunder, and each Lender shall be obligated to make its Loans provided to be made by it hereunder, regardless of the failure of any other Lender to make its Loans hereunder.

Section 2.9. Interest Elections; Conversions; Continuations.  
-----

(a) Each Borrowing initially shall be of the Type specified in the applicable Notice of Borrowing, and in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Notice of Borrowing. Thereafter, the Borrower may elect to convert such Borrowing into a different Type or to continue such Borrowing (subject to satisfaction of any conditions applicable to Borrowings of that Type), and in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section 2.9 shall NOT apply to Competitive Bid Borrowings which may not be

-----  
converted or continued.

(b) To make an election pursuant to this Section, the Borrower shall give the Administrative Agent prior written notice (or telephonic notice promptly confirmed in writing) of each Borrowing (a "Notice of Conversion/Continuation") that is to be converted or continued, as the case may be, (x) prior to 12:00 noon one (1) Business Day prior to the requested date of a conversion into a Base Rate Borrowing and (y) prior to 12:00 noon three (3) Business Days prior to a continuation of or conversion into a Eurodollar Borrowing. Each such Notice of Conversion/Continuation shall be irrevocable and shall specify (i) the Borrowing to which such Notice of Continuation/Conversion applies and if different options are being elected with respect to different portions thereof, the portions thereof that are to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) shall be specified for each resulting Borrowing); (ii) the effective date of the election made pursuant to such Notice of Continuation/Conversion, which shall be a Business Day, (iii) whether the resulting Borrowing is to be a Base Rate Borrowing or a Eurodollar Borrowing; and (iv) if the resulting Borrowing is to be a Eurodollar Borrowing, the duration of the Interest Period applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of "Interest Period". If any such Notice of Continuation/Conversion requests a Eurodollar Borrowing but does not specify an Interest Period, the Borrower shall be deemed to have selected an Interest Period of one month. The principal amount of any resulting Borrowing shall satisfy the minimum borrowing amount for Eurodollar Borrowings and Base Rate Borrowings set forth in Section 2.3.

(c) If, on the expiration of any Interest Period in respect of any Eurodollar Borrowing, the Borrower shall have failed to deliver a Notice of Conversion/ Continuation, then, unless such Borrowing is repaid as provided herein, the Borrower shall be deemed to have elected to convert such Borrowing to a Base Rate Borrowing. No Borrowing may be converted into, or continued as, a Eurodollar Borrowing if a Default or an Event of Default exists, unless the Administrative Agent and each of the Lenders shall have otherwise consented in writing. No conversion of any Eurodollar Loans shall be permitted except on the last day of the Interest Period in respect thereof.

(d) Upon receipt of any Notice of Conversion/Continuation, the Administrative Agent shall promptly notify each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

Section 2.10. Optional Reduction and Termination of

Commitments.  
-----

(a) Unless previously terminated, all Revolving Commitments shall terminate on the Commitment Termination Date.

(b) Upon at least three (3) Business Days' prior written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent (which notice shall be irrevocable), the Borrower may reduce the Aggregate Revolving Commitments in part or terminate the Aggregate Revolving Commitments in whole; provided, that (i) any partial reduction shall

-----  
apply to reduce proportionately and permanently the Revolving Commitment of each Lender, (ii) any partial reduction pursuant to this Section 2.10 shall be in an

-----  
amount of at least \$5,000,000 and any larger multiple of \$1,000,000, and (iii) no such reduction shall be permitted which would reduce the Aggregate Revolving Commitments to an amount less than the outstanding Revolving Credit Exposures of all Lenders (determined in accordance with Section 10.14) plus the outstanding

-----  
principal amount of all Competitive Bid Loans (determined in accordance with Section 10.14).  
-----

Section 2.11. Repayment of Loans.  
-----

(a) The outstanding principal amount of all Revolving Loans shall be due and payable (together with accrued and unpaid interest thereon) on the Commitment Termination Date.

(b) The principal amount of each Competitive Bid Borrowing shall be due and payable (together with accrued and unpaid interest thereon) on the earlier of (i) the last day of the Interest Period applicable to such Borrowing and (ii) the Commitment Termination Date.

(c) On each date on which the Aggregate Revolving Commitments are reduced pursuant to Section 2.10, the Borrower shall repay or  
-----  
prepay such principal amount of the outstanding Loans, if any (together with interest accrued thereon), as may be necessary so that after such repayment or payment the aggregate outstanding Revolving Loans (determined in accordance with Section 10.14) do not exceed the Aggregate Revolving Commitments as then  
-----  
reduced.

Section 2.12. Evidence of Indebtedness. (a) Each Lender shall

-----  
maintain in accordance with its usual practice appropriate records evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable thereon and paid to such Lender from time to time under this Agreement. The Administrative Agent shall maintain appropriate records in which shall be recorded (i) the Revolving Commitment of each Lender, (ii) the amount of each Loan made hereunder by each Lender, the Class and Type thereof and the Interest Period applicable thereto, (iii) the date of each continuation thereof pursuant to Section 2.9, (iv) the date of each conversion of all or a portion thereof to

-----  
another Type pursuant to Section 2.9, (v) the date and amount of any principal

-----  
or interest due and payable or to become due and payable from the Borrower to each Lender hereunder in respect of such Loans and (vi) both the date and amount of any sum received by the Administrative Agent hereunder from the Borrower in respect of the Loans and each Lender's Pro Rata Share thereof. The entries made in such records shall be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded; provided, that the failure or

-----  
delay of any Lender or the Administrative Agent in maintaining or making entries into any such record or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans (both principal and unpaid accrued interest) of such Lender in accordance with the terms of this Agreement.

(b) At the request of any Lender at any time, the Borrower agrees that it will execute and deliver to such Lender a Revolving Credit Note and/or a Competitive Bid Note, payable to the order of such Lender.

Section 2.13. Optional Prepayments.

-----  
(a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing, in whole or in part, without premium or penalty, by giving irrevocable written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent no later than (i) in the case of prepayment of any Eurodollar Borrowing, 12:00 noon not less than three (3) Business Days prior to any such prepayment and (ii) in the case of any prepayment of any Base Rate Borrowing, not less than one Business Day prior to the date of such prepayment. Each such notice shall be irrevocable and shall specify the proposed date of such prepayment and the principal amount of each Borrowing or portion thereof to be prepaid. Upon receipt of any such notice, the Administrative Agent shall promptly notify each affected Lender of the contents thereof and of such Lender's Pro Rata Share of any such prepayment. If such notice is given, the aggregate amount specified in such notice shall be due and payable on the date designated in such notice, together with accrued interest to such date on the amount so prepaid in accordance with Section 2.14(e); provided,

-----  
that if a Eurodollar Borrowing is prepaid on a date other than the last day of an Interest Period applicable thereto, the Borrower shall also pay all amounts required pursuant to Section 2.20. Each partial prepayment of any Loan shall be

-----  
in an amount that would be permitted in the case of an advance of a Revolving Borrowing of the same Type pursuant to Section 2.3. Each prepayment of a

-----  
Borrowing shall be applied ratably to the Loans comprising such Borrowing.

(b) The Borrower may not prepay any Competitive Bid Loan except with the prior written consent of the affected Lender.

Section 2.14. Interest on Loans.

-----  
(a) The Borrower shall pay interest (i) on each Base Rate Loan at the Base Rate in effect from time to time, and (ii) on each Eurodollar Loan at the Adjusted LIBOR for the applicable Interest Period in effect for such Loan, plus, in each case, the Applicable Margin in effect from time to time.

(b) The Borrower shall pay interest (i) on each Competitive Bid Eurodollar Loan at the Adjusted LIBOR for the applicable Interest Period in effect for such Loan, plus (or minus) the Competitive Bid Margin quoted by the Lender making such Loan pursuant to Section 2.6(c) and accepted by the Borrower  
-----  
pursuant to Section 2.6(d), and (ii) on each Competitive Bid Fixed Rate Loan, at  
-----  
the Fixed Rate quoted by the Lender making such Loan pursuant to Section 2.6(c)  
-----  
and accepted by the Borrower pursuant to Section 2.6(d).  
-----

(c) While an Event of Default exists or after acceleration, at the option of the Required Lenders, the Borrower shall pay interest ("Default Interest") with respect to all Eurodollar Loans and Competitive Bid Fixed Rate Loans at the rate otherwise applicable for the then-current Interest Period plus an additional 2% per annum until the last day of such Interest Period, and thereafter, and with respect to all Base Rate Loans and all other Obligations hereunder (other than Loans), at an all-in rate in effect for Base Rate Loans, plus an additional 2% per annum.

(d) Interest on the principal amount of all Loans shall accrue from and including the date such Loans are made to but excluding the date of any repayment thereof. Interest on all outstanding Base Rate Loans shall be payable quarterly in arrears on the last day of each March, June, September and December and on the Commitment Termination Date. Interest on all outstanding Eurodollar Loans and all outstanding Competitive Bid Fixed Rate Loans shall be payable on the last day of each Interest Period applicable thereto, and, in the case of any Eurodollar Loans and Competitive Bid Fixed Rate Loans having an Interest Period in excess of three months or 90 days, respectively, on each day which occurs every three months or 90 days, as the case may be, after the initial date of such Interest Period, and on the Commitment Termination. Interest on any Loan which is converted into a Loan of another Type or which is repaid or prepaid shall be payable on the date of such conversion or on the date of any such repayment or prepayment (on the amount repaid or prepaid) thereof. All Default Interest shall be payable on demand.

(e) The Administrative Agent shall determine each interest rate applicable to the Loans hereunder and shall promptly notify the Borrower and the Lenders of such rate in writing (or by telephone, promptly confirmed in writing). Any such determination shall be conclusive and binding for all purposes, absent manifest error.

Section 2.15. Fees.

----  
(a) The Borrower shall pay to the Administrative Agent for its own account fees in the amounts and at the times previously agreed upon by the Borrower and the Administrative Agent.

(b) Facility Fee. The Borrower agrees to pay to the Administrative Agent for the account of each Lender a facility fee, which shall accrue at the Applicable Percentage (determined daily in accordance with Schedule I) on the daily amount of the Revolving Commitment (whether used or unused) of such Lender from the Execution Date through the Commitment Termination Date; provided, that if such Lender continues to have any Revolving

-----  
Credit Exposure after the Commitment Termination Date, then the facility fee shall continue to accrue from and after the Commitment Termination Date to the date that all of such Lender's Revolving Credit Exposure has been paid in full. Accrued facility fees shall be payable in arrears on the last day of each March, June, September and December of each year and on the Commitment Termination Date, commencing on the first such date after the Execution Date; provided,

-----  
further, that any facility fees accruing after the Commitment Termination Date  
-----  
shall be payable on demand.

(c) Payments. Accrued fees shall be payable quarterly in arrears on the last day of each of March, June, September and December, commencing on September 30, 2001 and on the Commitment Termination Date (and if later, the date the Loans shall be repaid in their entirety).

Section 2.16. Computation of Interest and Fees. Interest based

-----  
on the prime lending rate hereunder shall be computed on the basis of a year of 365 days (or 366 days in a leap year) and paid for the actual number of days elapsed (including the first day but excluding the last day). All other interest and all fees shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed (including the first day but excluding the last day). Each determination by the Administrative Agent of an interest amount or fee hereunder shall be made in good faith and, except for manifest error, shall be final, conclusive and binding for all purposes.

Section 2.17. Inability to Determine Interest Rates. If prior

-----  
to the commencement of any Interest Period for any Eurodollar Borrowing,

(i) the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrower) that, by reason of circumstances affecting the relevant interbank market, adequate means do not exist for ascertaining the LIBOR Rate for such Interest Period, or

(ii) the Administrative Agent shall have received notice from the Required Lenders (or in the case of a Eurodollar Competitive Bid Loan, the Lender required to make such Loan) that the Adjusted LIBOR does not adequately and fairly reflect the cost to such Lenders (or Lender, as the case may be) of making, funding or maintaining their (or its, as the case may be) Eurodollar Loans for such Interest Period,

the Administrative Agent shall give written notice (or telephonic notice, promptly confirmed in writing) to the Borrower and to the Lenders (or in the case of a Eurodollar Competitive Bid Loan, the affected Lender) as soon as practicable thereafter. In the case of a Eurodollar Competitive Bid Borrowing, the related Competitive Bid Request shall be cancelled and the Lender or Lenders shall not have any obligation to make such Eurodollar Competitive Bid Borrowing. In the case of Eurodollar Loans, until the Administrative Agent shall notify the Borrower and the Lenders that the

circumstances giving rise to such notice no longer exist, (i) the obligations of the Lenders to make Eurodollar Revolving Loans or to continue or convert outstanding Loans as or into Eurodollar Loans shall be suspended and (ii) all such affected Loans shall automatically, on the last day of the then current Interest Period applicable thereto unless the Borrower prepays such Loans in accordance with this Agreement, be converted into Base Rate Loans. Unless the Borrower notifies the Administrative Agent at least one Business Day before the date of any Eurodollar Revolving Borrowing for which a Notice of Revolving Borrowing has previously been given that it elects not to borrow on such date, then such Revolving Borrowing shall be made as a Base Rate Borrowing.

Section 2.18. Illegality. If any Change in Law shall make it  
-----

unlawful or impossible for any Lender to make, maintain or fund any Eurodollar Loan and such Lender shall so notify the Administrative Agent, the Administrative Agent shall promptly give notice thereof to the Borrower and the other Lenders, whereupon until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such suspension no longer exist, the obligation of such Lender to make Eurodollar Revolving Loans or to continue or convert outstanding Loans as or into Eurodollar Loans shall be suspended. In the case of the making of a Eurodollar Revolving Borrowing, such Lender's Revolving Loan shall be made as a Base Rate Loan as part of the same Revolving Borrowing for the same Interest Period and if the affected Eurodollar Loan is then outstanding, such Loan shall be converted to a Base Rate Loan either (i) on the last day of the then current Interest Period applicable to such Eurodollar Loan if such Lender may lawfully continue to maintain such Loan to such date or (ii) immediately if such Lender shall determine that it may not lawfully continue to maintain such Eurodollar Loan to such date. Notwithstanding the foregoing, the affected Lender shall, prior to giving such notice to the Administrative Agent, designate a different Applicable Lending Office if such designation would avoid the need for giving such notice and if such designation would not otherwise be disadvantageous to such Lender in the good faith exercise of its discretion.

Section 2.19. Increased Costs.  
-----

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement that is not otherwise included in the determination of the Adjusted LIBOR hereunder against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBOR );  
or

(ii) impose on any Lender or the eurodollar interbank market any other condition affecting this Agreement or any Eurodollar Loans made by such Lender;

and the result of the foregoing is to increase the cost to such Lender of making, converting into, continuing or maintaining a Eurodollar Loan or to reduce the amount received or receivable by such Lender hereunder (whether of principal, interest or any other amount), then the Borrower shall promptly pay, upon written notice from and demand by such Lender on the Borrower (with a copy of such notice and demand to the Administrative Agent), to the Administrative Agent for the account of such Lender, within five Business Days after the date of such notice and demand, additional

amount or amounts sufficient to compensate such Lender for such additional costs incurred or reduction suffered.

(b) If any Lender shall have determined that on or after the date of this Agreement any Change in Law regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital (or on the capital of such Lender's parent corporation) as a consequence of its obligations hereunder to a level below that which such Lender or such Lender's parent corporation could have achieved but for such Change in Law (taking into consideration such Lender's policies or the policies of such Lender's parent corporation with respect to capital adequacy) then, from time to time, within five (5) Business Days after receipt by the Borrower of written demand by such Lender (with a copy thereof to the Administrative Agent), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender or such Lender's parent corporation for any such reduction suffered.

(c) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or such Lender's parent corporation, as the case may be, specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower (with a copy to the Administrative Agent) and shall be conclusive, absent manifest error. The Borrower shall pay any such Lender such amount or amounts within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided, that the Borrower shall not be required to compensate a Lender under this Section for any increased costs or reductions incurred more than 120 days prior to the date that such Lender notifies the Borrower of such increased costs or reductions and of such Lender's intention to claim compensation therefor.

Section 2.20. Funding Indemnity. In the event of (a) the  
-----

payment of any principal of a Eurodollar Loan or a Competitive Bid Fixed Rate Loan other than on the last day of the Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion or continuation of a Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure by the Borrower to borrow, prepay, convert or continue any Eurodollar Loan on the date specified in any applicable notice (regardless of whether such notice is withdrawn or revoked), or (d) the failure by the Borrower to borrow any Competitive Bid Loan after accepting the Competitive Bid to make such Loan, then, in any such event, the Borrower shall compensate each Lender, within five (5) Business Days after written demand from such Lender, for any loss, cost or expense attributable to such event. In the case of a Eurodollar Loan, such loss, cost or expense shall be deemed to include an amount determined by such Lender to be the excess, if any, of (A) the amount of interest that would have accrued on the principal amount of such Eurodollar Loan if such event had not occurred at the Adjusted LIBOR applicable to such Eurodollar Loan for the period from the date of such event to the last day of the then current Interest Period therefor (or in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Eurodollar Loan) over (B) the amount of interest that would accrue on the principal amount of such Eurodollar Loan for the same period if the Adjusted LIBOR were set on the date such Eurodollar Loan was prepaid or converted or the date on which the Borrower failed to borrow,

convert or continue such Eurodollar Loan. In the case of a Competitive Bid Fixed Rate Loan, such compensation shall include the amount of such losses, costs or expenses as the Lender which made such Competitive Bid Fixed Rate Loan may reasonably incur by reason of such prepayment or failure to borrow, including any such losses, costs or expenses incurred in obtaining, liquidating or employing deposits from third parties. A certificate as to any additional amount payable under this Section 2.20 submitted to the Borrower by any Lender shall be -----  
conclusive, absent manifest error.

Section 2.21. Taxes.  
-----

(a) Any and all payments by or on account of any obligation of the Borrower hereunder shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided, that if the Borrower shall -----  
be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent or any Lender (as the case may be) shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) The Borrower shall indemnify the Administrative Agent and each Lender, within five (5) Business Days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Each Foreign Lender shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Borrower as will permit all payments under this Agreement to be made without withholding. Without limiting the generality of the foregoing, each Foreign Lender agrees that it will deliver to the Administrative Agent and the Borrower (or in the case of a Participant, to the Lender from which the related



participation shall have been purchased) (i) two (2) duly completed copies of Internal Revenue Service Form W-8ECI or W-8BEN, or any successor form thereto, as the case may be, certifying in each case that such Foreign Lender is entitled to receive payments made by the Borrower hereunder and under the Notes payable to it, without deduction or withholding of any United States federal income taxes and (ii) a duly completed Internal Revenue Service Form W-8 or W-9, or any successor form thereto, as the case may be, to establish an exemption from United State backup withholding tax. Each such Foreign Lender shall deliver to the Borrower and the Administrative Agent such forms on or before the date that it becomes a party to this Agreement (or in the case of a Participant, on or before the date such Participant purchases the related participation). In addition, each such Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Lender. Each such Lender shall promptly notify the Borrower and the Administrative Agent at any time that it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the U.S. taxing authorities for such purpose) which notice shall create in Borrower the right to replace such Lender pursuant to Section 2.23 hereof.

- -----

(f) Each Lender agrees upon the request of the Borrower and at the Borrower's expense to complete, accurately and in a manner reasonably satisfactory to the Borrower and the Administrative Agent, and to execute, arrange for any required certification of, and deliver to the Borrower (with a copy to the Administrative Agent) (or to such government or taxing authority as the Borrower or Administrative Agent reasonably directs), any other form or document that may be required under the laws of any jurisdiction outside the United States to allow the Borrower to make a payment under this Agreement or the other Loan Documents without any deduction or withholding for or on account of any taxes of the type described in Section 2.21 hereof or with any such

-----  
deduction or withholding for or on account of such taxes at a reduced rate, in each case so long as such Lender is (i) legally entitled to provide such certification and deliver such form or document and (ii) such action is consistent with its overall tax policies and is not otherwise, in the judgment of such Lender, impractical or disadvantageous in any material respect to such Lender.

(g) Notwithstanding any provision of Section 2.21 above to -----  
the contrary, the Borrower shall not have any obligations to pay any taxes or to indemnify any Lender for such taxes pursuant to this Section 2.21 to the extent

-----  
that such taxes result from (i) the failure of any Lender to comply with its obligations pursuant to Section 2.21(f) or (ii) any representation made on Form

-----  
1001, 4224 or W-8 or successor applicable form or certification by any Lender incurring such taxes proving to have been incorrect, false or misleading in any material respect when so made or deemed to be made or (iii) such Lender changing its Applicable Lending Office to a jurisdiction in which such taxes arise, except to the extent in the judgment of such Lender such change was required by the terms of this Agreement.

(h) To the extent that the payment of any Lender's Indemnified Taxes or Other Taxes by the Borrower hereunder gives rise from time to time to a Tax Benefit to such lender in any jurisdiction other than the jurisdiction which imposed such Indemnified Taxes or Other Taxes, such Lender shall pay to the Borrower the amount of each such Tax Benefit so recognized or received. The amount of each Tax Benefit and, therefore, payment to the Borrower will be determined from time to time by the relevant Lender in its sole discretion, which determination shall be binding and

conclusive on all parties hereto. Each such payment will be due and payable by such Lender to the Borrower within a reasonable time after the filing of the tax return in which such Tax Benefit is recognized or, in the case of any tax refund, after the refund is received; provided, however, if at any time thereafter such Lender is required to rescind such Tax Benefit or such Tax Benefit is otherwise disallowed or nullified, the Borrower shall promptly, after notice thereof from such Lender, repay to such Lender the amount of such Tax Benefit previously paid to such Lender and which has been rescinded, disallowed or nullified. For purposes hereof, the term "Tax Benefit" shall mean the amount by which any Lender's income tax liability for the taxable period in question is reduced below what would have been payable had the Borrower not been required to pay such Lender's taxes hereunder.

Section 2.22. Payments Generally; Pro Rata Treatment; Sharing

of Set-offs.

(a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or of amounts payable under Section 2.19, 2.20 or 2.21, or otherwise) prior to 12:00 noon, on the date

when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at the Payment Office, except that payments pursuant to Sections 2.19, 2.20 and 2.21 and 10.3 shall be made

directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be made payable for the period of such extension. All payments hereunder shall be made in Dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Revolving Loans that would result in such Lender receiving payment of a greater proportion of the aggregate amount of its Revolving Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Revolving Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Revolving Loans; provided, that (i) if

any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any

payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount or amounts due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.5(b), 2.8(b), 2.22(d) or 10.3(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

Section 2.23. Mitigation of Obligations; Replacement of

Lenders.  
-----

(a) If any Lender requests compensation under Section 2.19, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.21, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the sole judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable under Section 2.19 or Section 2.21, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all costs and expenses incurred by any Lender in connection with such designation or assignment.

(b) If any Lender requests compensation under Section 2.19, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority of the account of any Lender pursuant to Section 2.21, or any Lender is unable to make Eurodollar Loans for the reasons set forth in Section 2.18 or if any Lender defaults in its obligation to fund Loans hereunder, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the

Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions set forth in Section 10.4(b) all its interests, rights and obligations under this Agreement

-----  
(other than any outstanding Competitive Bid Loans held by such Lender) to an assignee that shall assume such obligations (which assignee may be another Lender); provided, that (i) the Borrower shall have received the prior written

-----  
consent of the Administrative Agent, which consent shall not be unreasonably withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal amount of all Loans (other than any outstanding Competitive Bid Loans) owed to it, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (in the case of such outstanding principal and accrued interest) and from the Borrower (in the case of all other amounts) and (iii) in the case of a claim for compensation under Section 2.19 or payments required to be made pursuant to Section 2.21,

-----  
such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if , prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

Section 2.24. Extension of Commitments.  
-----

(a) The Borrower may, by written notice to the Administrative Agent (which shall promptly deliver a copy to each of the Lenders), given not more than forty-five (45) days nor less than thirty (30) days prior to the then current Commitment Termination Date, request that the Lenders extend the then scheduled Commitment Termination Date (the "Existing Date") for an additional 364-day period. Each Lender shall, by notice to the

-----  
Borrower and the Administrative Agent given within fifteen (15) Business Days after the Borrower gives such notice, advise the Borrower and the Administrative Agent whether or not such Lender consents to the extension request (and any Lender which does not respond during such 15-Business-Day period shall be deemed to have advised the Borrower that it will not agree to such extension).

(b) In the event that, on the 15th Business Day after Borrower gives the notice described in subsection (a) above, not all of the Lenders shall have agreed to extend their Revolving Commitments, the Borrower shall notify each of the consenting Lenders ("Consenting Lenders") of the amount

-----  
of the Revolving Commitments of the non-extending Lenders ("Non-Consenting Lenders") and each of such Consenting Lenders shall, by notice to the Borrower

-----  
and the Administrative Agent given within ten (10) Business Days after receipt of such notice, advise the Administrative Agent and Borrower whether or not such Lender wishes to purchase all or a portion of the Revolving Commitments of the Non-Consenting Lenders (and any Lender which does not respond during such 10-Business-Day period shall be deemed to have rejected such offer). In the event that more than one Consenting Lender agrees to purchase all or a portion of such Revolving Commitments, the Borrower and the Administrative Agent shall allocate such Revolving Commitments among such Consenting Lenders so as to preserve, to the extent possible, the relative pro rata shares of the Consenting Lenders of the Revolving Commitments prior to such extension request. If Consenting Lenders do not elect to assume all of the Revolving Commitments of the Non-Consenting Lenders, the Borrower shall have the right to arrange for one or more banks or other lending institutions (any such bank or lending institution being called a "New Lender"), to purchase the Revolving Commitment

-----  
of any Non-Consenting Lender. Each Non-Consenting Lender shall

assign its Revolving Commitment and the Loans outstanding hereunder to the Consenting Lender or New Lender purchasing such Revolving Commitment in accordance with Section 10.4, in return for payment in full of all principal,

-----  
interest and other amounts owing to such Non-Consenting Lender hereunder, on or before the Existing Date and, as of the effective date of such assignment, shall no longer be a party hereto, provided that each New Lender shall be subject to the approval of the Administrative Agent (which approval shall not be unreasonably withheld). If (and only if) all of the Lenders (including New Lenders) holding Revolving Commitments representing at least 60% of the Aggregate Revolving Commitments on the date of such extension shall have agreed in accordance with the terms hereof to such extension (the "Continuing Lenders"), then (i) the Commitment Termination Date shall be extended for 364 days from the Existing Date and (ii) the Commitment of any Non-Consenting Lender which has not been assigned to a Consenting Lender or a New Lender shall terminate (with the result that the amount of the Aggregate Revolving Commitments shall be decreased by the amount of such Revolving Commitment), and all Loans of such Non-Consenting Lender shall become due and payable, together with all interest accrued thereon and all other amounts owed to such Non-Consenting Lender hereunder, on the Existing Date applicable to such Lender without giving effect to any extension of the Commitment Termination Date.

(c) The effective date of any extension of the Commitment Termination Date shall be the then scheduled Existing Date (provided that 60% of -----  
the Continuing Lenders have agreed to such extension in accordance with the terms of Section 2.24(b)).

(d) The Borrower understands that this Section has been included in this Agreement for the Borrower's convenience in requesting an extension and acknowledges that none of the Lenders nor the Administrative Agent has promised (either expressly or impliedly), nor has any obligation or commitment whatsoever, to extend the Commitment Termination Date at any time.

### ARTICLE III

#### CONDITIONS PRECEDENT TO LOANS

-----

##### Section 3.1. Conditions To Effectiveness. The obligations of the

-----

Lenders to make Loans hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 10.2).

-----  
(a) On the Funding Date, the Administrative Agent shall have received all fees and other amounts due and payable (other than those previously paid on or prior to the Execution Date), including reimbursement or payment of all out-of-pocket expenses (including reasonable fees, charges and disbursements of counsel to the Administrative Agent) required to be reimbursed or paid by the Borrower hereunder, under any other Loan Document and under any agreement with the Administrative Agent or SunTrust Equitable Securities Corporation, as Arranger.

(b) The Administrative Agent (or its counsel) shall have received the following:

(i) on or prior to the Funding Date, a counterpart of this Agreement signed by or on behalf of each party thereto or written evidence satisfactory to the Administrative Agent (which may include telecopy transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement;

(ii) on or prior to the Funding Date, duly executed Notes payable to such Lender;

(iii) on or prior to the Funding Date, a duly executed Subsidiary Guaranty Agreement and Indemnity and Contribution Agreement from each Subsidiary Loan Party ;

(iv) on or prior to the Execution Date, a certificate of the Secretary or Assistant Secretary of the Borrower, attaching and certifying copies of its bylaws and of the resolutions of its boards of directors, authorizing the execution, delivery and performance of the Loan Documents to which it is a party and certifying the name, title and true signature of each officer of the Borrower executing the Loan Documents to which it is a party;

(v) on or prior to the Execution Date, certified copies of the articles of incorporation or other charter documents of the Borrower, together with certificates of good standing or existence, as may be available from the Secretary of State of the jurisdiction of incorporation of the Borrower and each other jurisdiction where the Borrower has its principal place of business;

(vi) on or prior to the Funding Date, a favorable written opinion of Kilpatrick Stockton LLP, counsel to the Loan Parties, addressed to the Administrative Agent and each of the Lenders, substantially in the form attached hereto as Exhibit F-1 hereof and a

-----  
favorable written opinion of the general counsel of the Loan Parties addressed to the Administrative Agent and each of the Lenders, substantially in the form attached hereto as Exhibit F-2;  
-----

(vii) on or prior to the Funding Date, a certificate of the Secretary or Assistant Secretary of the Borrower and each of the Subsidiary Loan Parties, attaching and certifying copies of its bylaws and of the resolutions of its boards of directors, authorizing the execution, delivery and performance of the Loan Documents to which it is a party and certifying the name, title and true signature of each officer of such Loan Party executing the Loan Documents to which it is a party;

(viii) on or prior to the Funding Date, certified copies of the articles of incorporation or other charter documents of the Borrower and each of the Subsidiary Loan Parties, together with certificates of good standing or existence, as may be available from the Secretary of State of the jurisdiction of incorporation of such Loan Party and each other jurisdiction where such Loan Party has its principal place of business;

(ix) on the Funding Date, a certificate, dated the Funding Date and signed by a Responsible Officer of the Borrower, confirming, among other things, compliance with

the conditions of Section 3.1 and compliance with the conditions set  
-----  
forth in paragraphs (a), (b) and (c) of Section 3.2;  
-----

(x) on or prior to the Funding Date, duly  
executed Notices of Borrowing, if applicable;

(xi) on or prior to the Funding Date, delivery of  
certified copy of the resolutions adopted by the respective boards of  
directors of the Borrower and Equifax, approving the Spin-off and  
Spin-off Payment;

(xii) on or prior to the Funding Date, delivery of  
certified copies of all consents, approvals, authorizations,  
registrations, or filings required to be made or obtained by the  
Borrower and all Subsidiary Loan Parties in connection with the Loan  
Documents, the Spin-off, the Spin-off Payment, and the other  
transactions contemplated herein, including without limitation, the  
Form 10 Filing and the Information Statement;

(xiii) The pro forma financial condition of the  
Borrower and its Subsidiaries as of the Spin-off Closing Date  
(including the pro forma consolidated balance sheet), after giving  
effect to the Spin-off and the Spin-off Payment, is consistent in all  
material respects with the pro forma financial statements for the  
Borrower and its Subsidiaries included in the Form 10 Filing and  
Information Statement; and

(xiv) Administrative Agent shall have received such  
other documents, certificates or information with respect to the  
Borrower and any Subsidiary Loan Party guarantor and/or the Spin-off,  
as it or the Required Lenders may reasonably request.

(c) No actions, suits or other legal proceedings shall be  
pending or, to the knowledge of the Borrower, threatened, against or affecting  
the Borrower or any of its Consolidated Subsidiaries or Equifax (i) which  
challenge or contest the validity of the Spin-off or payment of the Spin-off  
Payment and which, singly, or in the aggregate, could be reasonably expected to  
have a Material Adverse Effect or (ii) which seek to enjoin or restrain the  
consummation of the Loan Documents, the Spin-off or the payment of the Spin-off  
Payment.

(d) The Borrower and Equifax shall have made arrangements to  
pay the Spin-off Payment and effect the Spin-off, with the effectiveness of the  
Spin-off to occur no later than 11:59 p.m. one Business Day following the  
Funding Date, subject to no conditions or requirements other than the issuance  
of shares of the Borrower to the shareholders of Equifax as described in the  
Form 10 Filing and the passage of time (and the funding of such dividend with  
initial advances under the Loan Documents), and otherwise on terms consistent in  
all material respects with the terms of the Form 10 Filing and the Information  
Statement.

(e) Since December 31, 2000, there shall have occurred no  
events, acts, conditions or occurrences of whatever nature, singly or in the  
aggregate, that have had, or are reasonably expected to have, a Material Adverse  
Effect.

(f) Neither the Spin-off nor payment of the Spin-off Payment shall cause or result in the occurrence of any default or event of default under any material indebtedness of the Borrower or Equifax after giving effect to any consents obtained in connection with the Spin-off, or require any prepayment, repurchase or redemption of any indebtedness governed thereby, and the Borrower shall not be liable for the payment of any material indebtedness of Equifax.

(g) The Borrower shall have a Senior Debt Rating of at least Baa3 issued by Moody's.

Section 3.2. Each Credit Event. The obligation of each Lender

to make a Loan on the occasion of any Borrowing is subject to the satisfaction of the following conditions:

(a) at the time of and immediately after giving effect to such Borrowing, no Default or Event of Default shall exist; and

(b) all representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct in all material respects on and as of the date of such Borrowing before and after giving effect thereto (except for such representations and warranties that expressly relate to a prior date); and

(c) since the date of the most recent financial statements of the Borrower described in Section 5.1(a), there shall have been no change which has had or could reasonably be expected to have a Material Adverse Effect.

Each Borrowing shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (a), (b) and (c) of this Section 3.2.

Section 3.3. Delivery of Documents. All of the Loan Documents,

certificates, legal opinions and other documents and papers referred to in this Article III, unless otherwise specified, shall be delivered to the Administrative Agent for the account of each of the Lenders and, except for the Notes, in sufficient counterparts or copies for each of the Lenders and shall be in form and substance satisfactory in all respects to the Administrative Agent.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Administrative Agent and each Lender as follows:

Section 4.1. Existence; Power. The Borrower and each of its

Consolidated Subsidiaries (i) is duly organized, validly existing and in good standing as a corporation under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to carry on its



business as now conducted, and (iii) is duly qualified to do business, and is in good standing, in each jurisdiction where such qualification is required, except where a failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect.

Section 4.2. Organizational Power; Authorization. The

-----  
execution, delivery and performance by each Loan Party of the Loan Documents to which it is a party are within such Loan Party's organizational powers and have been duly authorized by all necessary organizational, and if required, stockholder, action. This Agreement has been duly executed and delivered by the Borrower, and constitutes, and each other Loan Document to which any Loan Party is a party, when executed and delivered by such Loan Party, will constitute, valid and binding obligations of the Borrower or such Loan Party (as the case may be), enforceable against it in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

Section 4.3. Governmental Approvals; No Conflicts. The

-----  
execution, delivery and performance by the Borrower of this Agreement, and by each Loan Party of the other Loan Documents to which it is a party (a) do not require any consent or approval of, registration or filing with, or any action by, any Governmental Authority, except those as have been obtained or made and are in full force and effect or where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, (b) will not violate any applicable law or regulation or any order of any Governmental Authority which could reasonably be expected to have a Material Adverse Effect, (c) will not violate the charter, by-laws or other organizational documents of the Borrower or any of its Consolidated Subsidiaries, (d) will not violate or result in a default under any indenture, material agreement or other material instrument binding on the Borrower or any of its Consolidated Subsidiaries or any of its assets or give rise to a right thereunder to require any payment to be made by the Borrower or any of its Consolidated Subsidiaries and (e) will not result in the creation or imposition of any Lien on any asset of the Borrower or any of its Consolidated Subsidiaries, except Liens (if any) created under the Loan Documents.

Section 4.4. Financial Statements. The Borrower has furnished

-----  
to each Lender (i) the audited combined balance sheet of the payment services division of Equifax (the "Division") (which is being reorganized as the Borrower and its Subsidiaries as of the Spin-off Closing Date) as of December 31, 2000 and the related combined statements of income, changes in shareholders' equity and cash flows for the fiscal year then ended prepared by Arthur Andersen LLP and (ii) the unaudited combined balance sheet of the Division as at the end of March 31, 2001, and the related unaudited combined statements of income and cash flows for the fiscal quarter and year-to-date period then ending, certified by a Responsible Officer. Such financial statements fairly present in all material respects the combined financial condition of the Division as of such dates and the combined results of operations for such periods in conformity with GAAP consistently applied, subject to year end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii). Since December 31, 2000, there have been no changes with respect to the Borrower and its Subsidiaries which have had or could reasonably be expected to have, singly or in the aggregate, a Material Adverse Effect.

Section 4.5. Litigation and Environmental Matters.  
-----

(a) No litigation, investigation or proceeding of or before any arbitrators or Governmental Authorities is pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Consolidated Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination that could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect or (ii) which in any manner challenges the validity or enforceability of this Agreement or any other Loan Document.

(b) Except for the matters set forth on Schedule 4.5 and  
-----

except for matters which could not reasonably be expected to have a Material Adverse Effect, neither the Borrower nor any of its Consolidated Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability in each case.

Section 4.6. Compliance with Laws and Agreements. Except where  
-----

non-compliance, either singly or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, the Borrower and each Consolidated Subsidiary is in compliance with (a) all applicable laws, rules, regulations and orders of any Governmental Authority, and (b) all indentures, agreements or other instruments binding upon it or its properties,.

Section 4.7. Investment Company Act, Etc. Neither the Borrower  
-----

nor any of its Consolidated Subsidiaries is (a) an "investment company", as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended, (b) a "holding company" as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935, as amended or (c) otherwise subject to any other regulatory scheme limiting its ability to incur debt.

Section 4.8. Taxes. The Borrower and its Consolidated  
-----

Subsidiaries have timely filed or caused to be filed all Federal income tax returns and all other material tax returns that are required to be filed by them, and have paid all taxes shown to be due and payable on such returns or on any assessments made against it or its property and all other taxes, fees or other charges imposed on it or any of its property by any Governmental Authority, except (i) to the extent the failure to do so would not have a Material Adverse Effect or (ii) where the same are currently being contested in good faith by appropriate proceedings and for which the Borrower or such Consolidated Subsidiary, as the case may be, has set aside on its books adequate reserves.

Section 4.9. Margin Regulations. None of the proceeds of any  
-----

of the Loans or Letters of Credit will be used for "purchasing" or "carrying" any "margin stock" with the respective meanings of each of such terms under Regulation U as now and from time to time hereafter in effect or for any purpose that violates the provisions of the applicable Margin Regulations.

Section 4.10. ERISA. No ERISA Event has occurred or is  
-----

reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably

expected to occur, could reasonably be expected to result in a Material Adverse Effect. The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of Statement of Financial Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than \$5,000,000 the fair market value of the assets of such Plan, and the present value of all accumulated benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than \$5,000,000 the fair market value of the assets of all such underfunded Plans.

Section 4.11. Ownership of Property.  
-----

(a) Each of the Borrower and its Consolidated Subsidiaries has good title to, or valid leasehold interests in, all of its real and personal property material to the operation of its business, except for any such failure that, individually or in the aggregate, would not have a Material Adverse Effect.

(b) Each of the Borrower and its Consolidated Subsidiaries owns, or is licensed, or otherwise has the right, to use, all patents, trademarks, service marks, tradenames, copyrights and other intellectual property material to its business, and the use thereof by the Borrower and its Consolidated Subsidiaries does not infringe on the rights of any other Person, except for any such infringements that, individually or in the aggregate, would not have a Material Adverse Effect.

Section 4.12. Disclosure. The Borrower has disclosed to the  
-----

Lenders all agreements, instruments, and corporate or other restrictions to which the Borrower or any of its Consolidated Subsidiaries is subject, and all other matters known to any of them, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. Neither the Information Memorandum nor any of the reports (including without limitation all reports that the Borrower is required to file with the Securities and Exchange Commission), financial statements, certificates or other information furnished by or on behalf of the Borrower to the Administrative Agent or any Lender in connection with the negotiation or syndication of this Agreement or any other Loan Document or delivered hereunder or thereunder (as modified or supplemented by any other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, taken as a whole, in light of the circumstances under which they were made, not misleading.

Section 4.13. Labor Relations. There are no strikes, lockouts  
-----

or other material labor disputes or grievances against the Borrower or any of its Consolidated Subsidiaries, or, to the Borrower's knowledge, threatened against or affecting the Borrower or any of its Consolidated Subsidiaries, and no significant unfair labor practice, charges or grievances are pending against the Borrower or any of its Consolidated Subsidiaries, or to the Borrower's knowledge, threatened against any of them before any Governmental Authority that could reasonably be expected to have a Material Adverse Effect.

Section 4.14. Subsidiaries. As of the Funding Date, Schedule

4.14 sets forth the name of, the ownership interest of the Borrower in, the

jurisdiction of incorporation of, and the type of, each Subsidiary and identifies each Subsidiary that is a Subsidiary Loan Party.

Section 4.15. Spin-off. The Spin-off and the Spin-off Payment

and all other related transactions comply in all material respects with all applicable laws and regulations, including without limitation, federal and state securities laws and regulations, and all organizational documents of the Borrower and Equifax. The Spin-off and Spin-off Payment and related transactions have been, or will be not later than 11:59 p.m. one Business Date following the Funding Date, consummated in all material respects in accordance with the terms and conditions set forth in the Form 10 Filing and Information Statement. Neither the Spin-off nor payment of the Spin-off Payment shall cause or result in the occurrence of any default or event of default under any material indebtedness of the Borrower or Equifax after giving effect to any consents obtained in connection with the Spin-off, or require any prepayment, repurchase or redemption of any indebtedness governed thereby, and the Borrower shall not be liable for any payment of any material indebtedness of Equifax.

Section 4.16. Indebtedness at Funding Date. As of the Funding

Date, the Borrower and its Consolidated Subsidiaries have no Indebtedness except as set forth on Schedule 4.16.

ARTICLE V

AFFIRMATIVE COVENANTS

The Borrower covenants and agrees that, from and after the Funding Date, so long as any Lender has a Commitment hereunder or the principal of and interest on any Loan remains unpaid:

Section 5.1. Financial Statements and Other Information. The

Borrower will deliver to the Administrative Agent:

(a) as soon as available and in any event within 90 days after the end of each fiscal year of Borrower, a copy of the annual audited report for such fiscal year for the Borrower and its Subsidiaries, containing a consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such fiscal year and the related consolidated statements of income, stockholders' equity and cash flows (together with all footnotes thereto) of the Borrower and its Subsidiaries for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and reported on by Arthur Andersen LLP or other independent public accountants of nationally recognized standing (without a "going concern" or like exception as to scope of such audit) to the effect that such financial statements present fairly in all material respects the financial condition and the results of operations of the Borrower and its Subsidiaries for such fiscal year on a consolidated basis in accordance with GAAP and that the examination by such accountants in connection with

such consolidated financial statements has been made in accordance with generally accepted auditing standards;

(b) as soon as available and in any event within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, an unaudited consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such fiscal quarter and the related unaudited consolidated statements of income and cash flows of the Borrower and its Subsidiaries for such fiscal quarter and the then elapsed portion of such fiscal year, setting forth in each case in comparative form the figures for the corresponding quarter and the corresponding portion of Borrower's previous fiscal year, all certified by the chief financial officer or treasurer of the Borrower as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with the delivery of the financial statements referred to in clauses (a) and (b) above, a certificate of a Responsible Officer, (i) certifying as to whether there exists a Default or Event of Default on the date of such certificate, and if a Default or an Event of Default then exists, specifying the details thereof and the action which the Borrower has taken or proposes to take with respect thereto, (ii) setting forth in reasonable detail calculations demonstrating compliance with Article VI and (iii) stating whether any change in GAAP or the application thereof has occurred since the date of the Borrower's audited financial statements referred to in Section 4.4 and, if any change has occurred, specifying the effect of such  
- -----  
change on the financial statements accompanying such certificate;

(d) concurrently with the delivery of the financial statements referred to in clause (a) above, a certificate of the accounting firm that reported on such financial statements stating whether they obtained any knowledge during the course of their examination of such financial statements of any Default or Event of Default (which certificate may be limited to the extent required by accounting rules or guidelines);

(e) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all functions of said Commission, or with any national securities exchange, or distributed by the Borrower to its shareholders generally, as the case may be; and

(f) promptly following any request therefor, such other information regarding the results of operations, business affairs and financial condition of the Borrower or any Subsidiary as the Administrative Agent or any Lender may reasonably request.

Section 5.2 Notices of Material Events. The Borrower will  
-----  
furnish to the Administrative Agent and each Lender prompt written notice of the following:

(a) the occurrence of any Default or Event of Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or, to the knowledge of the Borrower, affecting the Borrower or any Subsidiary which, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of any event or any other development (which individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect) by which the Borrower or any of its Consolidated Subsidiaries (i) fails to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) becomes subject to any Environmental Liability, (iii) receives notice of any claim with respect to any Environmental Liability, or (iv) becomes aware of any basis for any Environmental Liability;

(d) the occurrence of any ERISA Event that alone, or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrower and its Consolidated Subsidiaries in an aggregate amount exceeding \$5,000,000;

(e) the downgrading of the Senior Debt Rating by either of the Rating Agencies; and

(f) any development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a written statement of a Responsible Officer setting forth the details of the event or development requiring such notice and, if applicable, any action taken or proposed to be taken with respect thereto.

Section 5.3. Existence; Conduct of Business. The Borrower  
-----

will, and will cause each of its Consolidated Subsidiaries to, do or cause to be done all things necessary to preserve, renew and maintain in full force and effect its legal existence and its respective rights, licenses, permits, privileges, franchises, patents, copyrights, trademarks and trade names material to the conduct of its business and will continue to engage in the same business as presently conducted or such other businesses that are reasonably related thereto; provided, that nothing in this Section shall prohibit any merger,  
-----

consolidation, liquidation or dissolution permitted under Section 7.3.  
-----

Section 5.4. Compliance with Laws, Etc. The Borrower will, and  
-----

will cause each of its Consolidated Subsidiaries to, comply with all laws, rules, regulations and requirements of any Governmental Authority applicable to its properties, except where the failure to do so, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 5.5. Payment of Obligations. The Borrower will, and  
-----

will cause each of its Consolidated Subsidiaries to, pay and discharge at or before maturity, all of its obligations and liabilities (including without limitation all tax liabilities and claims that could result in a statutory Lien) before the same shall become delinquent or in default, except where (a) the validity or amount

thereof is being contested in good faith by appropriate proceedings, (b) the Borrower or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

Section 5.6. Books and Records. The Borrower will, and will  
-----

cause each of its Consolidated Subsidiaries to, keep proper books of record and account in which full, true and correct entries shall be made of all material dealings and transactions in relation to its business and activities to the extent necessary to prepare the consolidated financial statements of Borrower in conformity with GAAP.

Section 5.7. Visitation, Inspection, Etc. The Borrower will,  
-----

and will cause each of its Consolidated Subsidiaries to, permit any representative of the Administrative Agent or any Lender, to visit and inspect its properties, to examine its books and records and to make copies and take extracts therefrom, and to discuss its affairs, finances and accounts with any of its officers and with its independent certified public accountants, all at such reasonable times and as often as the Administrative Agent or any Lender may reasonably request after reasonable prior notice to the Borrower.

Section 5.8. Maintenance of Properties; Insurance. The  
-----

Borrower will, and will cause each of its Consolidated Subsidiaries to, (a) keep and maintain all property material to the conduct of its business in good working order and condition, subject to ordinary wear and tear, except where the failure to do so, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect and (b) maintain with financially sound and reputable insurance companies, insurance with respect to its properties and business, and the properties and business of its Consolidated Subsidiaries, against loss or damage of the kinds customarily insured against by companies in the same or similar businesses operating in the same or similar locations.

Section 5.9. Use of Proceeds. The Borrower will use the  
-----

proceeds of all Loans to finance working capital needs, the Spin-off Payment and for other general corporate purposes of the Borrower and its Subsidiaries. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that would violate any rule or regulation of the Board of Governors of the Federal Reserve System, including Regulations T, U or X.

Section 5.10. Additional Subsidiaries; Release.  
-----

(a) If any additional domestic Subsidiary, other than a Permitted Securitization Subsidiary, is acquired or formed after the Funding Date, the Borrower will, within thirty (30) business days after such Subsidiary is acquired or formed, notify the Administrative Agent and the Lenders thereof and will cause such Subsidiary to become a Subsidiary Loan Party by executing agreements in the form of Annex I to Exhibit D and Annex I to Exhibit E in form and substance satisfactory to the Administrative Agent and the Required Lenders and will cause such Subsidiary to deliver simultaneously therewith similar documents applicable to such Subsidiary required under Section 3.1 as reasonably  
-----  
requested by the Administrative Agent.

(b) In the event that any Subsidiary Loan Party is dissolved as permitted in Section 7.3 or sold or disposed of as permitted by Section 7.6

-----  
hereof, then such Subsidiary Loan Party shall be automatically released from all obligations under the Subsidiary Guarantee Agreement and Indemnity and Contribution Agreement which it had previously delivered to the Administrative Agent. Such release shall occur upon the consummation of the dissolution or sale of any such Subsidiary, as the case may be, and the Administrative Agent shall execute and deliver any releases or other documents reasonably requested by the Borrower to effectuate such release.

Section 5.11. Consummation of Spin-off. The Spin-off and  
-----  
related transactions shall have been not later than 11:59 p.m. one Business Day following the Funding Date, consummated in all material respects in accordance with the terms and conditions set forth in the Form 10 Filing and Information Statement.

## ARTICLE VI

### FINANCIAL COVENANTS

-----

The Borrower covenants and agrees that, from and after the Funding Date, so long as any Lender has a Commitment hereunder or the principal of or interest on or any Loan remains unpaid:

Section 6.1. Leverage Ratio. The Borrower will have, as of the  
-----  
end of each fiscal quarter of the Borrower, commencing with the fiscal quarter ending June 30, 2001, a Leverage Ratio of not greater than 3.00 to 1.00.

Section 6.2. Fixed Charge Coverage Ratio. The Borrower will  
-----  
have, as of the end of each fiscal quarter of the Borrower, commencing with the fiscal quarter ending June 30, 2001, a Fixed Charge Coverage Ratio of not less than 2.50 to 1.00.

## ARTICLE VII

### NEGATIVE COVENANTS

-----

The Borrower covenants and agrees that, from and after the Funding Date, so long as any Lender has a Commitment hereunder or the principal of or interest on any Loan remains unpaid:

Section 7.1. Subsidiary Indebtedness. The Borrower will not  
-----  
permit any of its Consolidated Subsidiaries to, create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness created pursuant to the Loan Documents;



(b) Indebtedness existing on the Spin-off Closing Date and set forth on Schedule 7.1 and extensions, renewals and replacements of any such

-----  
Indebtedness that do not (i) in the case of revolving credit, increase the maximum principal amount thereof and (ii) in the case of term loans, increase the outstanding principal amount thereof (immediately prior to giving effect to such extension, renewal or replacement) or shorten the maturity or the weighted average life thereof;

(c) Indebtedness of any Consolidated Subsidiary incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations; provided, that such Indebtedness is incurred prior to or within 90 days after such acquisition or the completion of such construction or improvements and extensions, renewals, and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof (immediately prior to giving effect to such extension, renewal or replacement) or shorten the maturity or the weighted average life thereof;

(d) Indebtedness of any Consolidated Subsidiary owing to the Borrower or any other Consolidated Subsidiary; provided, that any such

-----  
Indebtedness that is owed to a Subsidiary that is not a Subsidiary Loan Party shall be subject to Section 7.4;

(e) Guarantees by any Consolidated Subsidiary of Indebtedness of the Borrower or any other Subsidiary; provided, that Guarantees

-----  
of Indebtedness of any Subsidiary that is not a Subsidiary Loan Party shall be subject to Section 7.4 and provided, further, that any Indebtedness of the

-----  
Borrower which is guaranteed by a Consolidated Subsidiary must otherwise be permitted under this Section 7.1;

(f) Indebtedness in respect of obligations under Hedging Agreements permitted by Section 7.9;

-----  
(g) Indebtedness of any Permitted Securitization Subsidiary (to the extent such Permitted Securitization Subsidiary constitutes a Consolidated Subsidiary) incurred in connection with any Permitted Securitization Transaction; and

(h) other unsecured Indebtedness of Consolidated Subsidiaries in an aggregate principal amount not to exceed \$50,000,000 at any time outstanding.

Section 7.2. Negative Pledge. The Borrower will not, and will  
-----  
not permit any of its Consolidated Subsidiaries to, create, incur, assume or suffer to exist any Lien on any of its assets or property now owned or hereafter acquired or, except:

(a) Permitted Encumbrances;

(b) any Liens on any property or asset of the Borrower or any Consolidated Subsidiary existing on the Spin-off Closing Date set forth on Schedule 7.2; provided, that such Lien shall not apply to any other property or

-----  
asset of the Borrower or any Consolidated Subsidiary;

(c) purchase money Liens upon or in any fixed or capital assets to secure the purchase price or the cost of construction or improvement of such fixed or capital assets or to secure Indebtedness incurred solely for the purpose of financing the acquisition, construction or improvement of such fixed or capital assets (including Liens securing any Capital Lease Obligations); provided, that (i) such Lien attaches to such asset concurrently -----  
or within 90 days after the acquisition, improvement or completion of the construction thereof; (ii) such Lien does not extend to any other asset; and (iii) the Indebtedness secured thereby does not exceed the cost of acquiring, constructing or improving such fixed or capital assets;

(d) extensions, renewals, or replacements of any Lien referred to in paragraphs (a) through (c) of this Section; provided, that the -----  
principal amount of the Indebtedness secured thereby is not increased and that any such extension, renewal or replacement is limited to the assets originally encumbered thereby;

(e) any Lien against the Borrower or any Consolidated Subsidiary evidencing the transfer of any receivables and related property to any Permitted Securitization Subsidiary (to the extent such Permitted Securitization Subsidiary constitutes a Consolidated Subsidiary) pursuant to any Permitted Securitization Transaction;

(f) any Lien against a Permitted Securitization Subsidiary (to the extent such Permitted Securitization Subsidiary constitutes a Consolidated Subsidiary) pursuant to any Permitted Securitization Transaction; and

(g) other Liens securing Indebtedness and other obligations in the aggregate which do not to exceed 5% of Consolidated Total Assets at any time.

### Section 7.3. Fundamental Changes. -----

(a) The Borrower will not, and will not permit any Consolidated Subsidiary to, merge into or consolidate into any other Person, or permit any other Person to merge into or consolidate with it, or sell, lease, transfer or otherwise dispose of (in a single transaction or a series of transactions) all or substantially all of its assets (in each case, whether now owned or hereafter acquired) or all or substantially all of the stock of any of its Consolidated Subsidiaries (in each case, whether now owned or hereafter acquired) or liquidate or dissolve; provided, that if at the time thereof and -----

immediately after giving effect thereto, no Default or Event of Default shall have occurred and be continuing (i) the Borrower or any Consolidated Subsidiary may merge with a Person if the Borrower (or such Consolidated Subsidiary if the Borrower is not a party to such merger) is the surviving Person, (ii) any Consolidated Subsidiary may merge into another Consolidated Subsidiary; provided, that if any party to such merger is a Subsidiary Loan Party, the -----

Subsidiary Loan Party shall be the surviving Person, (iii) any Consolidated Subsidiary may sell, transfer, lease or otherwise dispose of all or substantially all of its assets to the Borrower or to a Consolidated Subsidiary, (iv) any Consolidated Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders and (v) any Consolidated Subsidiary may be sold so long as such sale is permitted under Section 7.6; provided, that any such merger involving -----

a Person that is not a Wholly-Owned Subsidiary immediately prior to such merger shall not be permitted unless also permitted by Section 7.4; provided, further, -----  
that at any time, (x) any one or more Permitted Securitization Subsidiaries may merge into or consolidate with any one or more Permitted Securitization Subsidiaries and (y) any Permitted Securitization Subsidiary may be liquidated or dissolved.

(b) The Borrower will not, and will not permit any of its Consolidated Subsidiaries to, engage to any material extent in any business other than businesses of the type conducted by the Borrower and its Consolidated Subsidiaries on the date hereof and businesses reasonably related thereto and to consummate a Permitted Securitization Transaction.

Section 7.4. Investments, Loans, Acquisitions, Etc. The  
-----

Borrower will not, and will not permit any of its Consolidated Subsidiaries to, purchase, hold or acquire (including pursuant to any merger with any Person that was not a Wholly-Owned Subsidiary prior to such merger), any common stock, evidence of indebtedness or other securities (including any option, warrant, or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, Guarantee any obligations of, or make or permit to exist any investment or any other interest in, any other Person (all of the foregoing being collectively called "Investments"), or consummate any Acquisitions or make any Restricted Investments, except:

(a) Permitted Investments;

(b) Guarantees constituting Indebtedness not prohibited by Section 7.1; provided, that the aggregate principal amount of Indebtedness of ----- Subsidiaries or any other entity that are not Subsidiary Loan Parties that is Guaranteed by any Loan Party shall be subject to the limitations set forth in clauses (c) and (d) hereof;

(c) Investments made by the Borrower in or to any Subsidiary and by any Consolidated Subsidiary in or to the Borrower or in or to any Subsidiary; provided, that the aggregate amount of Investments (determined at ----- book value) by the Borrower or any Consolidated Subsidiary in or to, and Guarantees by the Borrower or any Consolidated Subsidiary of Indebtedness of any Subsidiary that is not a Subsidiary Loan Party (including all such Investments and Guarantees existing on the Funding Date and which are identified on Schedule 7.4 hereof) shall not exceed \$368,900,000;

(d) Restricted Investments so long as after giving effect to all Restricted Investments, the aggregate amount of all Restricted Investments (determined at book value) does not exceed 20% of Consolidated Total Assets;

(e) loans or advances to employees, officers or directors of the Borrower or any Consolidated Subsidiary in the ordinary course of business for travel, relocation and other business related expenses;

(f) Hedging Agreements permitted by Section 7.10;  
-----

- (g) Permitted Acquisitions; and
- (h) Permitted Securitization Subsidiaries.

Section 7.5. Restricted Payments. The Borrower will not, and

-----  
will not permit its Consolidated Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any dividend on any class of its stock, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, retirement, defeasance or other acquisition of, any shares of common stock or Indebtedness subordinated to the Obligations of the Borrower or any options, warrants, or other rights to purchase such common stock or such Indebtedness, whether now or hereafter outstanding (each, a "Restricted Payment"), except for (i) dividends payable by the Borrower solely in shares of any class of its common stock, (ii) Restricted Payments made by any Consolidated Subsidiary or any Permitted Securitization Subsidiary to the Borrower or to another Consolidated Subsidiary or, in the case of a Permitted Securitization Subsidiary, any Consolidated Subsidiary, and (iii) cash dividends paid on, and cash redemptions of, the common stock of the Borrower; provided, that no Default or Event of Default has occurred and is

-----  
continuing at the time such dividend is paid or redemption is made or would be caused thereby.

Section 7.6. Sale of Assets. The Borrower will not, and will

-----  
not permit any of its Consolidated Subsidiaries to, convey, sell, lease, assign, transfer or otherwise dispose of, any of its assets, business or property, whether now owned or hereafter acquired, or, in the case of any Consolidated Subsidiary, issue or sell any shares of such Consolidated Subsidiary's common stock to any Person other than the Borrower or any Wholly-Owned Subsidiary of the Borrower (or to qualify directors if required by applicable law), except:

(a) the sale or other disposition for fair market value of obsolete or worn out property or other property not necessary for operations disposed of in the ordinary course of business;

(b) the sale of inventory and Permitted Investments in the ordinary course of business;

(c) the sale of any receivables and related property to one or more Permitted Securitization Subsidiaries so long as such sale is made in connection with a Permitted Securitization Transaction; and

(d) the sale or other disposition of such assets (which may include the capital stock of any Subsidiary of the Borrower or all or substantially all of the assets of any Subsidiary of the Borrower) in an aggregate amount in any fiscal year of the Borrower not to exceed 10% of the Consolidated EBIT for the immediately preceding fiscal year.

Section 7.7. Transactions with Affiliates. The Borrower will

-----  
not, and will not permit any of its Consolidated Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) in the ordinary course of business at prices

and on terms and conditions not less favorable to the Borrower or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties, (b) transactions between or among the Borrower and its Consolidated Subsidiaries not involving any other Affiliates (subject to limitations in Section 7.4), (c) any Restricted Payment permitted by Section 7.5, and (d) in

-----  
any Permitted Securitization Transaction. The Administrative Agent and the Lenders hereby acknowledge and agree that the transactions between or among the Borrower and its Consolidated Subsidiaries and Equifax and its subsidiaries related to any period following the Spin-off, as set forth in the Form 10 Filing and the Information Statement are transactions not prohibited by this Section

7.7.  
-----

Section 7.8. Restrictive Agreements. The Borrower will not,

-----  
and will not permit any Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement that prohibits, restricts or imposes any condition upon (a) the ability of the Borrower or any Consolidated Subsidiary to create, incur or permit any Lien upon any of its assets or properties, whether now owned or hereafter acquired, or (b) the ability of any Subsidiary to pay dividends or other distributions with respect to its common stock, to make or repay loans or advances to the Borrower or any other Consolidated Subsidiary, to Guarantee Indebtedness of the Borrower or any other Consolidated Subsidiary or to transfer any of its property or assets to the Borrower or any Consolidated Subsidiary of the Borrower; provided, that (i) the foregoing shall not apply to

-----  
restrictions or conditions imposed by law or by this Agreement or any other Loan Document, (ii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Consolidated Subsidiary pending such sale, provided such restrictions and conditions apply only to the Subsidiary that is sold and such sale is permitted hereunder, (iii) clause (a) shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions and conditions apply only to the property or assets securing such Indebtedness, (iv) clause (a) shall not apply to customary provisions in (A) Indebtedness not prohibited by Section 7.1 under a credit facility used by the

-----  
Borrower for settlement purposes so long as such lien restriction is limited to the Borrower's or any Consolidated Subsidiaries' settlement receivables, any depository account which is used for the sole purpose of clearing such settlement receivables, any intercompany obligations which arise among the Borrower and a Consolidated Subsidiary in connection with such settlement facility and any documents which relate to the foregoing items in this clause (A), (B) any Synthetic Lease transaction (not prohibited by the Loan Documents), (C) any Capital Lease Obligations or other permitted purchase money Indebtedness so long as such restriction is limited to the asset financed by such Capital Lease Obligations or purchase money Indebtedness and (D) any Permitted Securitization Transaction (not prohibited by the Loan Documents) involving the Borrower, any Consolidated Subsidiary or any of their respective assets so long as such restriction is limited to the asset relating to such Permitted Securitization Transaction, and (v) clause (b) shall not apply to any Permitted Securitization Subsidiary.

Section 7.9. Hedging Agreements. The Borrower will not, and

-----  
will not permit any of the Consolidated Subsidiaries to, enter into any Hedging Agreement, other than non-speculative Hedging Agreements entered into in the ordinary course of business to hedge or mitigate risks to which the Borrower or any Subsidiary is exposed in the conduct of its business or the management of its liabilities.

Section 7.10. Amendment to Material Documents. The Borrower

-----  
will not, and will not permit any Consolidated Subsidiary to, amend, modify or waive any of its rights in a manner materially adverse to the Lenders under its certificate of incorporation, bylaws or other organizational documents.

Section 7.11. Accounting Changes. The Borrower will not, and

-----  
will not permit any Subsidiary to, make any significant change in accounting treatment or reporting practices, except as required by GAAP.

Section 7.12 Indebtedness During Transition Period. The

-----  
Borrower will not, and will not permit any Consolidated Subsidiary to, incur or suffer to exist any Indebtedness from the Funding Date through the Spin-off Date other than the Indebtedness set forth on Schedule 4.16.

ARTICLE VIII

EVENTS OF DEFAULT

Section 8.1. Events of Default. If any of the following events

-----  
(each an "Event of Default") shall occur:  
-----

(a) the Borrower shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or otherwise; or

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount payable under clause (a) of this Article) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) Business Days; or

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any Consolidated Subsidiary in or in connection with this Agreement or any other Loan Document (including the Schedules attached thereto) and any amendments or modifications hereof or waivers hereunder, or in any certificate, report, financial statement or other document submitted to the Administrative Agent or the Lenders by the Borrower or any Consolidated Subsidiary or any representative of the Borrower or any Consolidated Subsidiary pursuant to or in connection with this Agreement or any other Loan Document shall prove to be incorrect in any material respect when made or deemed made or submitted; or

(d) the Borrower shall fail to observe or perform any covenant or agreement contained in Sections 5.1, 5.2, 5.3 (with respect to the Borrower's existence), 5.11 or Articles VI or VII; or  
-----

(e) the Borrower or any Consolidated Subsidiary shall fail to observe or perform any covenant or agreement contained in this Agreement (other than those referred to in clauses (a), (b) and (d) above), and such failure shall remain unremedied for 30 days after the earlier of (i) any Responsible Officer of the Borrower becomes aware of such failure, or (ii) notice thereof shall have been given to the Borrower by the Administrative Agent or any Lender; or

(f) the Borrower or any Consolidated Subsidiary (whether as primary obligor or as guarantor or other surety) shall fail to pay any principal of or premium or interest on any Indebtedness which exceeds \$7,500,000 individually or in the aggregate, when and as the same shall become due and payable (whether at scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument evidencing such Indebtedness; or any other event shall occur or condition shall exist under any agreement or instrument relating to such Indebtedness and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable; or required to be prepaid or redeemed (other than by a regularly scheduled required prepayment or redemption), purchased or defeased, or any offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case prior to the stated maturity thereof; or

(g) the Borrower or any Material Subsidiary shall (i) commence a voluntary case or other proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a custodian, trustee, receiver, liquidator or other similar official of it or any substantial part of its property, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (i) of this Section, (iii) apply for or consent to the appointment of a custodian, trustee, receiver, liquidator or other similar official for the Borrower or any such Material Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take any action for the purpose of effecting any of the foregoing; or

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any Material Subsidiary or its debts, or any substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect or (ii) the appointment of a custodian, trustee, receiver, liquidator or other similar official for the Borrower or any Material Subsidiary or for a substantial part of its assets, and in any such case, such proceeding or petition shall remain undismissed for a period of 60 days or an order or decree approving or ordering any of the foregoing shall be entered; or

(i) the Borrower or any Material Subsidiary shall become unable to pay, shall admit in writing its inability to pay, or shall fail generally to pay, its debts as they become due; or

(j) an ERISA Event shall have occurred that, when taken together with other ERISA Events that have occurred, could reasonably be expected to result in liability to the Borrower or any Consolidated Subsidiary in an aggregate amount exceeding \$5,000,000; or

(k) any judgment or order for the payment of money in excess of \$7,500,000 in the aggregate shall be rendered against the Borrower or any Consolidated Subsidiary, and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) there shall be a period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(l) a Change in Control shall occur or exist; or

(m) the Subsidiary Guaranty Agreement shall for any reason cease to be valid and binding on, or enforceable against, any Subsidiary Loan Party, or any Subsidiary Loan Party shall so state in writing, or any Subsidiary Loan Party shall seek to terminate its Subsidiary Guaranty Agreement or any provision of this Agreement; or

(n) Breach of any covenant by the Borrower or any Consolidated Subsidiary (including any Permitted Securitization Subsidiary to the extent a Permitted Securitization Subsidiary is a Consolidated Subsidiary) contained in any agreement relating to a Permitted Securitization Transaction causing the acceleration of the obligations thereunder or requiring the prepayment of such obligations or termination of such securitization program prior to its stated maturity or term and the Borrower or any Consolidated Subsidiary (other than any Permitted Securitization Subsidiary to the extent such Subsidiary is a Consolidated Subsidiary) has liability in excess of \$7,500,000 under such Permitted Securitization Transaction,

then, and in every such event (other than an event with respect to the Borrower described in clause (g) or (h) of this Section) and at any time thereafter during the continuance of such event, the Administrative Agent may, and upon the written request of the Required Lenders shall, by notice to the Borrower, take any or all of the following actions, at the same or different times: (i) terminate the Commitments, whereupon the Commitment of each Lender shall terminate immediately; (ii) declare the principal of and any accrued interest on the Loans, and all other Obligations owing hereunder, to be, whereupon the same shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower and (iii) exercise all remedies contained in any other Loan Document; and that, if an Event of Default specified in either clause (g) or (h) shall occur, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon, and all fees, and all other Obligations shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.



ARTICLE IX

THE ADMINISTRATIVE AGENT  
-----

Section 9.1. Appointment of Administrative Agent. Each Lender  
-----

irrevocably appoints SunTrust Bank as the Administrative Agent and authorizes it to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent under this Agreement and the other Loan Documents, together with all such actions and powers that are reasonably incidental thereto. The Administrative Agent may perform any of its duties hereunder by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions set forth in this Article shall apply to any such sub-agent and the Related Parties of the Administrative Agent and any such sub-agent and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Section 9.2. Nature of Duties of Administrative Agent. The  
-----

Administrative Agent shall not have any duties or obligations except those expressly set forth in this Agreement and the other Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or an Event of Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except those discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.2), and (c) except as expressly set forth in the Loan

-----  
Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Subsidiaries that is communicated to or obtained by the Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable (provided that the Borrower reserves any and all rights and claims against any Lender, including the Administrative Agent in its capacity as a Lender) for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.2) or in the absence of its own gross negligence or

-----  
willful misconduct. The Administrative Agent shall not be deemed to have knowledge of any Default or Event of Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or any Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements, or other terms and conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article III or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 9.3. Lack of Reliance on the Administrative Agent.  
-----

Each of the Lenders acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each of the Lenders also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, continue to make its own decisions in taking or not taking of any action under or based on this Agreement, any related agreement or any document furnished hereunder or thereunder.

Section 9.4. Certain Rights of the Administrative Agent. If  
-----

the Administrative Agent shall request instructions from the Required Lenders with respect to any action or actions (including the failure to act) in connection with this Agreement, the Administrative Agent shall be entitled to refrain from such act or taking such act, unless and until it shall have received instructions from such Lenders; and the Administrative Agent shall not incur liability to any Person (provided that the Borrower reserves any and all rights and claims against any Lender, including the Administrative Agent in its capacity as a Lender) by reason of so refraining. Without limiting the foregoing, no Lender shall have any right of action whatsoever against the Administrative Agent as a result of the Administrative Agent acting or refraining from acting hereunder in accordance with the instructions of the Required Lenders where required by the terms of this Agreement.

Section 9.5. Reliance by Administrative Agent. The  
-----

Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed, sent or made by the proper Person. The Administrative Agent may also rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (including counsel for the Borrower), independent public accountants and other experts selected by it and shall not be liable for any action taken or not taken by it in accordance with the advice of such counsel, accountants or experts.

Section 9.6. The Administrative Agent in its Individual  
-----

Capacity. The bank serving as the Administrative Agent shall have the same  
-----

rights and powers under this Agreement and any other Loan Document in its capacity as a Lender as any other Lender and may exercise or refrain from exercising the same as though it were not the Administrative Agent; and the terms "Lenders", "Required Lenders", "holders of Notes", or any similar terms shall, unless the context clearly otherwise indicates, include the Administrative Agent in its individual capacity. The bank acting as the Administrative Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of business with the Borrower or any Subsidiary or Affiliate of the Borrower as if it were not the Administrative Agent hereunder.

Section 9.7. Successor Administrative Agent.  
-----

(a) The Administrative Agent may resign at any time by giving notice thereof to the Lenders and the Borrower. Upon any such resignation, the Required Lenders shall have the right to appoint a successor Administrative Agent, subject to the approval by the Borrower provided that

no Event of Default shall exist at such time. If no successor Administrative Agent shall have been so appointed, and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent, which shall be a commercial bank organized under the laws of the United States of America or any state thereof or a bank which maintains an office in the United States, having a combined capital and surplus of at least \$500,000,000.

(b) Upon the acceptance of its appointment as the Administrative Agent hereunder by a successor, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement and the other Loan Documents. If within 45 days after written notice is given of the retiring Administrative Agent's resignation under this Section 9.7 no successor Administrative Agent shall have been appointed and

-----  
shall have accepted such appointment, then on such 45th day (i) the retiring Administrative Agent's resignation shall become effective, (ii) the retiring Administrative Agent shall thereupon be discharged from its duties and obligations under the Loan Documents and (iii) the Required Lenders shall thereafter perform all duties of the retiring Administrative Agent under the Loan Documents until such time as the Required Lenders appoint a successor Administrative Agent as provided above. After any retiring Administrative Agent's resignation hereunder, the provisions of this Article IX shall continue in effect for the benefit of such retiring Administrative Agent and its representatives and agents in respect of any actions taken or not taken by any of them while it was serving as the Administrative Agent.

Section 9.8. Additional Agencies; No Duties Imposed Upon

-----  
Syndication Agents or Documentation Agents.  
-----

(a) The Administrative Agent shall have the right from time to time to designate one or more Syndication Agents and Documentation Agents. Upon any such designation, the Administrative Agent shall have the right to replace the cover page to this Agreement to reflect the addition of such Person as Syndication Agent and Documentation Agent, as the case may be.

(b) None of the Persons designated as a "Syndication Agent" or "Documentation Agent" shall have any right, power, obligation, liability, responsibility or duty under this Agreement or any of the other Loan Documents other than, if such Person is a Lender, those applicable to all Lenders as such. Without limiting the foregoing, none of the Persons designated as a "Syndication Agent" or "Documentation Agent" shall have or be deemed to have any fiduciary duty to or fiduciary relationship with any Lender. In addition to the agreements set forth in Section 9.8, each of the Lenders acknowledges that it has not

-----  
relied, and will not rely, on any of the Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

ARTICLE X

MISCELLANEOUS  
-----

Section 10.1. Notices.  
-----

(a) Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications to any party herein to be effective shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

To the Borrower:                    Certegy Inc.  
   11720 Amberpark Drive, Suite 600  
   Alpharetta, GA 30004  
   Attention: Bruce S. Richards  
   Corporate Vice President, General Counsel  
   and Secretary  
   Telecopy Number: (678) 867-8100

With a copy to:                    Certegy Inc.  
   P.O. Box 349  
   Alpharetta, Georgia 30009  
   Attention: Mr. Michael T. Vollkommer  
   Corporate Vice President and CFO  
   Telecopy Number: (678) 867-8100

To the Administrative Agent:        SunTrust Bank  
   303 Peachtree Street, N. E., 2nd Floor  
   Atlanta, Georgia 30308  
   Attention: Brian Peters  
   Telecopy Number: (404) 588-8833

With a copy to:                    SunTrust Equitable Securities Corporation  
   c/o Agency Services  
   303 Peachtree Street, N. E./ 25th Floor  
   Atlanta, Georgia 30308  
   Attention: Hope Williams  
   Telecopy Number: (404) 658-4906

To any other Lender:                the address set forth under such Lender's  
   name on the signature pages hereof

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All such notices and other communications shall, when transmitted by overnight delivery, or faxed, be effective when delivered for overnight (next-day) delivery, or transmitted in legible form by facsimile machine, respectively, or if mailed, upon the third Business Day after the date deposited into the mails or if delivered, upon delivery; provided, that notices delivered to the Administrative Agent shall not be effective until actually received by the Administrative Agent at its address specified in this Section 10.1.

-----

(b) Any agreement of the Administrative Agent and the Lenders herein to receive certain notices by telephone or facsimile is solely for the convenience and at the request of the Borrower. The Administrative Agent and the Lenders shall be entitled to rely on the authority of any Person purporting to be a Person authorized by the Borrower to give such notice and the Administrative Agent and Lenders shall not have any liability to the Borrower or other Person on account of any action taken or not taken by the Administrative Agent or the Lenders in reliance upon such telephonic or facsimile notice. The obligation of the Borrower to repay the Loans and all other Obligations hereunder shall not be affected in any way or to any extent by any failure of the Administrative Agent and the Lenders to receive written confirmation of any telephonic or facsimile notice or the receipt by the Administrative Agent and the Lenders of a confirmation which is at variance with the terms understood by the Administrative Agent and the Lenders to be contained in any such telephonic or facsimile notice.

Section 10.2. Waiver; Amendments.

-----

(a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder or any other Loan Document, and no course of dealing between the Borrower and the Administrative Agent or any Lender, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power hereunder or thereunder. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies provided by law. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default or Event of Default at the time.

(b) No amendment or waiver of any provision of this Agreement or the other Loan Documents, nor consent to any departure by the Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by the Borrower and the Required Lenders or the Borrower and the Administrative Agent with the consent of the Required Lenders and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, that no amendment or waiver shall:

-----

(i) increase the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or

reduce the rate of interest thereon, or reduce any fees or other amounts payable hereunder, without the written consent of each Lender affected thereby, (iii) postpone the date fixed for any payment of any principal of, or interest on, any Loan or interest thereon or any fees or other amounts payable hereunder or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date for the termination or reduction of any Commitment, without the written consent of each Lender affected thereby, (iv) change Section 2.22 (b) or -----

(c) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender, (v) change any of the provisions of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders which are required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the consent of each Lender; or (vi) release any guarantor or limit the liability of any such guarantor under any guaranty agreement (except for releases to be effected by the Administrative Agent pursuant to Section 5.10); provided further, that no -----

such agreement shall amend, modify or otherwise affect the rights, duties or obligations of the Administrative Agent without the prior written consent of the Administrative Agent.

Section 10.3. Expenses; Indemnification.  
-----

(a) The Borrower shall pay (i) all actual reasonable, out-of-pocket costs and expenses of the Administrative Agent and its Affiliates as previously agreed upon by the Borrower and the Administrative Agent, including, subject to such previously agreed upon arrangement, the reasonable fees, charges and disbursements of counsel for the Administrative Agent and its Affiliates, actually incurred, in connection with the syndication of the credit facilities provided for herein, the preparation and administration of the Loan Documents and any amendments, modifications or waivers thereof (whether or not the transactions contemplated in this Agreement or any other Loan Document shall be consummated) and (ii) all actual reasonable out-of-pocket costs and expenses (including, without limitation, the reasonable fees, charges and disbursements of outside counsel) actually incurred by the Administrative Agent or any Lender in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section, or in connection with the Loans made hereunder, including all such actual reasonable out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) The Borrower shall indemnify the Administrative Agent and each Lender, and each Related Party of any of the foregoing (each, an "Indemnitee") against, and hold each of them harmless from, any and all actual reasonable costs, losses, liabilities, claims, damages and related expenses, including the actual reasonable fees, charges and disbursements of any counsel for any Indemnitee, which may be incurred by or asserted against any Indemnitee arising out of, in connection with or as a result of (i) the execution or delivery of this Agreement or any other agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of any of the transactions contemplated hereby, (ii) any actual or alleged presence or release of Hazardous Materials on or from any property owned by the Borrower or any Subsidiary or any Environmental Liability related in any way to the Borrower or any Subsidiary or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and

regardless of whether any Indemnitee is a party thereto; provided, that the

-----  
Borrower shall not be obligated to indemnify any Indemnitee for any of the foregoing arising out of such Indemnitee's gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and nonappealable judgment or to the extent that such losses relate to a claim made by an Indemnitee hereunder arising from any cause of action pursued by the Borrower against such Indemnitee where the Borrower alleged that the Indemnitee breached its obligations under the Loan Documents and a court having competent jurisdiction shall have determined by final judgment (not subject to appeal) that the Indemnitee breached its obligations to the Borrower under the Loan Documents.

(c) The Borrower shall pay, and hold the Administrative Agent and each of the Lenders harmless from and against, any and all present and future Other Taxes and Indemnified Taxes, and save the Administrative Agent and each Lender harmless from and against any and all liabilities with respect to or resulting from any delay or omission to pay such taxes.

(d) To the extent that the Borrower fails to pay any amount required to be paid to the Administrative Agent under clauses ( a ), (b) or (c) hereof, each Lender severally agrees to pay to the Administrative Agent such Lender's Pro Rata Share (determined as of the time that the unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided, that the

-----  
unreimbursed expense or indemnified payment, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent in its capacity as such.

(e) To the extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to actual or direct damages) arising out of, in connection with or as a result of, this Agreement or any agreement or instrument contemplated hereby, the transactions contemplated therein, any Loan or the use of proceeds thereof.

(f) All amounts due under this Section shall be payable promptly after written demand therefor.

#### Section 10.4. Successors and Assigns.

-----  
(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Borrower may not assign or transfer any of its rights hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void).

(b) Any Lender may at any time assign to one or more banks or other financial institutions or entities all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including all or a portion of its Commitment and the Loans at the time owing to it); provided,

-----  
that (i) except in the case of an assignment to a Lender or an Affiliate of a Lender, each of the Borrower and the Administrative Agent (and, in the case of an assignment of all or a portion of a Commitment) must give their prior written consent (which consent shall not be unreasonably withheld or delayed), (ii) except in the case of an assignment to a Lender or an Affiliate of a Lender

or an assignment of the entire amount of the assigning Lender's Commitment hereunder or an assignment while an Event of Default has occurred and is continuing, the amount of the Commitment of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$1,000,000 (unless the Borrower and the Administrative Agent shall otherwise consent), (iii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement and the other Loan Documents (except that such assignment may, but shall not be required to, include any Competitive Bid Loans of such assigning Lender), (iv) the assigning Lender and the assignee shall (unless otherwise waived by the Administrative Agent) execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee payable by the assigning Lender or the assignee (as determined between such Persons) in an amount equal to \$1,000 (unless otherwise waived by the Administrative Agent) and (v) such assignee, if it is not a Lender, shall deliver a duly completed Administrative Questionnaire to the Administrative Agent; provided, that any consent of the Borrower otherwise

required hereunder shall not be required in connection with the initial syndication of the Loans or if an Event of Default has occurred and is continuing. Upon the execution and delivery of the Assignment and Acceptance and payment by such assignee to the assigning Lender of an amount equal to the purchase price agreed between such Persons, such assignee shall become a party to this Agreement and any other Loan Documents to which such assigning Lender is a party and, to the extent of such interest assigned by such Assignment and Acceptance, shall have the rights and obligations of a Lender under this Agreement, and the assigning Lender shall be released from its obligations hereunder to a corresponding extent (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.17, 2.18, 2.19 and 10.3). Upon the

consummation of any such assignment hereunder, the assigning Lender, the Administrative Agent and the Borrower shall make appropriate arrangements to have new Notes issued. Any assignment or other transfer by a Lender that does not fully comply with the terms of this clause (b) shall be treated for purposes of this Agreement as a sale of a participation pursuant to clause (c) below.

(c) Any Lender may at any time, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights

and obligations under this Agreement (including all or a portion of its Commitment, the Loans owing to it ); provided, that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of its obligations hereunder, and (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents. Any agreement between such Lender and the Participant with respect to such participation shall provide that such Lender shall retain the sole right and responsibility to enforce this Agreement and the other Loan Documents and the right to approve any amendment, modification or waiver of this Agreement and the other Loan Documents; provided, that such participation

agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver of this Agreement described in the first proviso of Section 10.2(b) that affects the Participant.

The Borrower agrees that each Participant



shall be entitled to the benefits of Sections 2.17, 2.18, 2.19 and 2.20 to the same extent as if it were a Lender hereunder and had acquired its interest by assignment pursuant to paragraph (b); provided, that no Participant shall be entitled to receive any greater payment under Section 2.17 or 2.19 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant. To the extent permitted by law, the Borrower agrees that each Participant shall be entitled to the benefits of Section 2.21 as though it were a Lender, provided, that such Participant agrees to share with the Lenders the proceeds thereof in accordance with Section 2.22 as fully as if it were a Lender hereunder. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.22 unless the Borrower is notified of such participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 2.22(e) as though it were a Lender hereunder.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement and its Notes (if any) to secure its obligations to a Federal Reserve Bank without complying with this Section; provided, that no such pledge or assignment shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle (an "SPV"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrower pursuant to this Agreement; provided, that (i) nothing herein shall constitute a commitment by any SPV to make any Loan and (ii) if an SPV elects not to exercise such option or otherwise fails to provide all or any part of any Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPV hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if such Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPV shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPV, it will not institute against, or join any other person in instituting against, such SPV any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State contrary in this Section 10.4, any SPV may (i) with notice to, but without the prior written consent of, the Borrower and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender or to any financial institutions (consented to by the Borrower and the Administrative Agent) providing liquidity and/or credit support to or for the account of such SPV to support the funding or maintenance of Loans and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPV. As this Section 10.4(e) applies to any particular SPV, this Section may not be amended without the written consent of such SPV.

Section 10.5. Governing Law; Jurisdiction; Consent to Service

of Process.

(a) This Agreement and the other Loan Documents shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of Georgia.

(b) The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the United States District Court of the Northern District of Georgia, and of any state court of the State of Georgia located in Fulton County and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Georgia state court or , to the extent permitted by applicable law, such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or its properties in the courts of any jurisdiction.

(c) The Borrower irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding described in paragraph (b) of this Section and brought in any court referred to in paragraph (b) of this Section. Each of the parties hereto irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to the service of process in the manner provided for notices in Section 10.1. Nothing in this Agreement or in any other Loan Document will affect the right of any party hereto to serve process in any other manner permitted by law.

Section 10.6. WAIVER OF JURY TRIAL. EACH PARTY HERETO

IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 10.7. Right of Setoff. In addition to any rights now

-----  
or hereafter granted under applicable law and not by way of limitation of any such rights, each Lender shall have the right, at any time or from time to time upon the occurrence and during the continuance of an Event of Default, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, to set off and apply against all deposits (general or special, time or demand, provisional or final) of the Borrower at any time held or other obligations at any time owing by such Lender to or for the credit or the account of the Borrower against any and all Obligations held by such Lender, irrespective of whether such Lender shall have made demand hereunder and although such Obligations may be unmatured. Each Lender agrees promptly to notify the Administrative Agent and the Borrower after any such set-off and any application made by such Lender; provided, that the

-----  
failure to give such notice shall not affect the validity of such set-off and application.

Section 10.8. Counterparts; Integration. This Agreement may be

-----  
executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement, the other Loan Documents, and any separate letter agreement(s) relating to any fees payable to the Administrative Agent constitute the entire agreement among the parties hereto and thereto regarding the subject matters hereof and thereof and supersede all prior agreements and understandings, oral or written, regarding such subject matters.

Section 10.9. Survival. All covenants, agreements,

-----  
representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Sections 2.19, 2.20, 2.21, and 10.3 and

-----  
Article IX shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the termination of the Commitments or the termination of this Agreement or any provision hereof. All representations and warranties made herein, in the certificates, reports, notices, and other documents delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement and the other Loan Documents and the making of the Loans.

Section 10.10. Severability. Any provision of this Agreement

-----  
or any other Loan Document held to be illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the legality, validity or enforceability of the remaining provisions hereof or thereof; and the illegality, invalidity or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.11. Confidentiality. The Administrative Agent and

-----  
each Lender agree to take normal and reasonable precautions to maintain the confidentiality of any information provided to it by the Borrower or any Subsidiary, except that such information may be disclosed (i) to any Related Party of the Administrative Agent or any such Lender, including without limitation accountants, legal counsel and other advisors, (ii) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (iii) to the extent requested by any regulatory agency or authority, (iv) to the extent that such information becomes publicly available other than as a result of a breach of this Section, or which becomes available to the Administrative Agent, any Lender or any Related Party of any of the foregoing on a nonconfidential basis from a source other than the Borrower or any Subsidiary thereof, (v) in connection with the exercise of any remedy hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder (but only to the extent necessary or advisable for the exercise of such remedy), and (ix) subject to provisions substantially similar to this Section 10.11, to any actual or prospective assignee or Participant, or (vi)

-----  
with the consent of the Borrower. Any Person required to maintain the confidentiality of any information as provided for in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such information as such Person would accord its own confidential information.

Section 10.12. Interest Rate Limitation. Notwithstanding

-----  
anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which may be treated as interest on such Loan under applicable law (collectively, the "Charges"), shall exceed the maximum lawful rate of interest (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by a Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate to the date of repayment, shall have been received by such Lender.

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal in the case of the Borrower by their respective authorized officers as of the day and year first above written.

CERTEGY INC.

By /s/ Bruce S. Richards  
-----  
Name: Bruce S. Richards  
Title: Corporate Vice President

[SEAL]

SUNTRUST BANK  
as Administrative Agent and as a Lender

By /s/ BRIAN K. PETERS  
-----  
Name: Brian K. Peters  
Title: Managing Director

Revolving Commitment: \$18,750,000

[SIGNATURE PAGE TO AMENDED AND RESTATED  
364-DAY REVOLVING CREDIT AGREEMENT]

WACHOVIA BANK, N.A.  
as Co-Syndication Agent and as a Lender

By /s/ Sharon L. Prince

-----  
Name: Sharon L. Prince  
Title: Vice President

Revolving Commitment: \$15,000,000

Address for Notices

-----

For General Notices:

Wachovia Bank, N.A.  
191 Peachtree Street NE  
Atlanta, GA 30303  
Telephone: (404) 332-6551  
Facsimile: (404) 332-4048  
Attention: Karen McClain

For Administrative/Operations Notices:

Wachovia Bank, N.A.  
191 Peachtree Street NE  
Atlanta, GA 30303  
Telephone: (404) 332-6554  
Facsimile: (404) 332-6408  
Attention: Elaine Render

[SIGNATURE PAGE TO AMENDED AND RESTATED  
364-DAY REVOLVING CREDIT AGREEMENT]

FLEET NATIONAL BANK  
as Co-Syndication Agent and as a Lender

By /s/ Larisa B. Chilton

-----  
Name: Larisa B. Chilton  
Title: Vice President

Revolving Commitment: \$15,000,000

Address for Notices  
-----

For General Notices:

Fleet National Bank  
100 Federal Street  
Boston, MA 02110  
Telephone: (617) 434-8957  
Facsimile: (617) 434-0819  
Attention: Larisa B. Chilton

For Administrative/Operations Notices:

Fleet National Bank  
100 Federal Street  
Boston, MA 02110  
Telephone: (617) 434-5059  
Facsimile: (617) 434-1709  
Attention: Angela Moore

[SIGNATURE PAGE TO AMENDED AND RESTATED  
364-DAY REVOLVING CREDIT AGREEMENT]

BANK OF AMERICA, N.A.  
as Documentation Agent and as a Lender

By /s/ Michael J. McKenney

-----  
Name: Michael J. McKenney  
Title: Managing Director

Revolving Commitment: \$15,000,000

Address for Notices

-----

For General Notices:

Bank of America, N.A.  
100 North Tryon Street, 17th Floor  
Charlotte, NC 28255  
Telephone: (704) 388-5920  
Facsimile: (704) 388-0960  
Attention: Michael McKenney

For Administrative/Operations Notices:

Bank of America, N.A.  
101 North Tryon Street, NC1-001-15-03  
Charlotte, NC 28255  
Telephone: (704) 386-3781  
Facsimile: (704) 409-0056  
Attention: Jason Petrea

[SIGNATURE PAGE TO AMENDED AND RESTATED  
364-DAY REVOLVING CREDIT AGREEMENT]



COMERICA  
as a Lender

By /s/ Susan A. Claiborne

-----  
Name: Susan A. Claiborne  
Title: First Vice President

Revolving Commitment: \$5,000,000

Address for Notices  
-----

For General Notices:

Comerica Bank  
U.S. Banking Southeast  
500 Woodward Avenue, 9th Floor, MC 3280  
Detroit, MI 48275-3280  
Telephone: (313) 222-6122  
Facsimile: (313) 222-3330  
Attention: Danielle N. Butler

For Administrative/Operations Notices:

Comerica Bank  
U.S. Banking Southeast  
500 Woodward Avenue, 9th Floor, MC 3280  
Detroit, MI 48275-3280  
Telephone: (313) 222-4233  
Facsimile: (313) 222-3330  
Attention: Sherri Carter

[SIGNATURE PAGE TO AMENDED AND RESTATED  
364-DAY REVOLVING CREDIT AGREEMENT]

THE CHASE MANHATTAN BANK  
as a Lender

By /s/ Edmond DeForest

-----  
Name: Edmond DeForest  
Title: Vice President

Revolving Commitment: \$5,000,000

Address for Notices  
-----

For General Notices:

The Chase Manhattan Bank  
Global Media & Telecommunications Group  
270 Park Avenue, 36th Floor  
New York, NY 10017  
Telephone: (212) 270-9627  
Facsimile: (212) 270-4584  
Attention: Edmond DeForest

For Administrative/Operations Notices:

The Chase Manhattan Bank  
Chase Manhattan Loan Services Group  
1 Chase Manhattan Plaza, 8th Floor  
New York, NY 10081  
Telephone: (212) 552-7489  
Facsimile: (212) 552-5700  
Attention: Elaine Augustine

[SIGNATURE PAGE TO AMENDED AND RESTATED  
364-DAY REVOLVING CREDIT AGREEMENT]

BNP PARIBAS  
as a Lender

By /s/ John Stacy

-----  
Name: John Stacy  
Title: Managing Director

By /s/ Mike Shryock

-----  
Name: Mike Shryock  
Title: Vice President

Revolving Commitment: \$5,000,000

For General Notices:

BNP Paribas  
1200 Smith Street, #3100  
Houston, TX 77002  
Telephone: (713) 982-1105  
Facsimile: (713) 659-5228  
Attention: Mike Shryock

For Administrative/Operations Notices:

BNP Paribas  
1200 Smith Street, #3100  
Houston, TX 77002  
Telephone: (713) 982-1126  
Facsimile: (713) 659-5305  
Attention: Leah E. Hughes

[SIGNATURE PAGE TO AMENDED AND RESTATED  
364-DAY REVOLVING CREDIT AGREEMENT]

SUMITOMO MITSUI BANKING CORPORATION  
as a Lender

By /s/ Eric Seeley

-----  
Name: Eric Seeley  
Title: Vice President

Revolving Commitment: \$5,000,000

Address for Notices  
-----

For General Notices:

Sumitomo Mitsui Banking Corporation  
277 Park Avenue, 6th Floor  
New York, New York 10172  
Telephone: (212) 224-4171  
Facsimile: (313) 224-4384  
Attention: Eric Seeley

For Administrative/Operations Notices:

Sumitomo Mitsui Banking Corporation  
277 Park Avenue, 6th Floor  
New York, New York 10172  
Telephone: (212) 224-4395  
Facsimile: (313) 224-5197  
Attention: Ivette Brown

[SIGNATURE PAGE TO AMENDED AND RESTATED  
364-DAY REVOLVING CREDIT AGREEMENT]

MELLON BANK N.A.  
as a Lender

By /s/ Jon C. Ritz

-----  
Name: Jon C. Ritz  
Title: Vice President

Revolving Commitment: \$5,000,000

Address for Notices  
-----

For General Notices:

Mellon Bank N.A.  
Two Mellon Center, Room 270  
Pittsburgh, PA 15259  
Telephone: (412) 236-1190  
Facsimile: (412) 234-9010  
Attention: Jon C. Ritz

For Administrative/Operations Notices:

Mellon Bank N.A.  
Two Mellon Center, Room 270  
Pittsburgh, PA 15259  
Telephone: (412) 234-5767  
Facsimile: (412) 209-6124  
Attention: Richard Bouchard

[SIGNATURE PAGE TO AMENDED AND RESTATED  
364-DAY REVOLVING CREDIT AGREEMENT]

FIRST UNION NATIONAL BANK  
as a Lender

By /s/ Dawn P. Weiss

-----  
Name: Dawn P. Weiss  
Title: Vice President

Revolving Commitment: \$5,000,000

Address for Notices  
-----

For General Notices:

First Union National Bank  
301 South College Street  
Charlotte, NC 28288  
Telephone: (704) 715-8098  
Facsimile: (704) 383-7611  
Attention: Dave Diggers

For Administrative/Operations Notices:

First Union National Bank  
201 South College Street, CP17 NC1183  
Charlotte, NC 28288-1183  
Telephone: (704) 715-1876  
Facsimile: (704) 383-7999  
Attention: Diane Taylor

[SIGNATURE PAGE TO AMENDED AND RESTATED  
364-DAY REVOLVING CREDIT AGREEMENT]

CREDIT LYONNAIS  
as a Lender

By /s/ Attila Koc

-----  
Name: Attila Koc  
Title: Senior Vice President

Revolving Commitment: \$3,750,000

Address for Notices  
-----

For General Notices:

Credit Lyonnais Americas  
2200 Ross Avenue, Suite 4400 West  
Dallas, TX 75201  
Telephone: (214) 220-2308  
Facsimile: (214) 220-2323  
Attention: Brian Myers

For Administrative/Operations Notices:

Credit Lyonnais Americas  
1301 Avenue of the Americas  
New York, NY 10019  
Telephone: (212) 261-7623  
Facsimile: (212) 261-7696  
Attention: Tommaso Puglisi

[SIGNATURE PAGE TO AMENDED AND RESTATED  
364-DAY REVOLVING CREDIT AGREEMENT]

BANK HAPOALIM B.M.  
as a Lender

By /s/ Shawn Breedhart

-----  
Name: Shawn Breedhart  
Title: Vice President

By /s/ Laura Anne Raffa

-----  
Name: Laura Anne Raffa  
Title: Senior Vice President  
and Corporate Manager

Revolving Commitment: \$2,500,000

For General Notices:

Bank Hapoalim B.M.  
New York Branch  
1177 Avenue of the Americas  
New York, NY 10036  
Telephone: (212) 782-2181  
Facsimile: (212) 782-2382  
Attention: Marc Bosc

For Administrative/Operations Notices:

Bank Hapoalim B.M.  
New York Branch  
1177 Avenue of the Americas  
New York, NY 10036  
Telephone: (212) 782-2179  
Facsimile: (212) 782-2187  
Attention: Donna Gindoff

[SIGNATURE PAGE TO AMENDED AND RESTATED  
364-DAY REVOLVING CREDIT AGREEMENT]



Schedule I

APPLICABLE MARGIN AND APPLICABLE PERCENTAGE

Pricing Level	Rating Category	Applicable Margin for Eurodollar Loans	Applicable Margin for Base Rate Loans	Applicable Percentage for Facility Fee
I	A-or higher/A3 or higher	.650% p.a.	0% p.a.	.10% p.a.
II	BBB+/Baa1	.750% p.a.	0% p.a.	.125% p.a.
III	BBB /Baa2	.850% p.a.	0% p.a.	.150% p.a.
IV	less than BBB/less than Baa2	1.025% p.a.	0% p.a.	.225% p.a.

Schedule I-1

FOREIGN CURRENCY PAYMENT ACCOUNTS  
-----

Schedule 4.5

ENVIRONMENTAL MATTERS  
-----

Two buried diesel tanks are located at the Certegy Payment Services, Inc. (f/k/a Equifax Payment Services, Inc.) site in Tampa, Florida. The EPA has inspected these tanks and found them not to be in violation of EPA laws.

Schedule 4.5

## SUBSIDIARIES

COMPANY NAME	PARENT COMPANY	% OWNERSHIP OF PARENT	JURISDICTION OF INCORPORATION/ ORGANIZATION	TYPE OF ENTITY
AGES Participacoes S.A.	Card Brazil Holdings, Inc.	99.99%	Brazil	Corporation
Aircrown Ltd.	Transax Plc	100%	England	Private Company Limited by Shares
Card Brazil Holdings, Inc.*	Payment South America Holdings, Inc.	100%	Georgia	Corporation
Card Brasil Holdings Ltda.	AGES Participacoes S.A.	99.99%	Brazil	Limited Liability Company
Card Brazil LLC*	Card Brazil Holdings, Inc.	100%	Georgia	Limited Liability Company
Central Credit Services Ltd.	Transax Plc	100%	Scotland	Limited Company
Circle of Value, Ltd.	Certegy Card Services, Inc. (f/k/a Equifax Card Services, Inc.)	50%	Wisconsin	General Partnership
Certegy Asia Pacific Holdings, Inc. (f/k/a Equifax Asia Pacific Holdings, Inc.)*	Certegy Inc.	100%	Georgia	Corporation
Certegy Australia Plc (f/k/a Equifax Australia Plc)	Transax Plc	99.99%	England	Public Company Limited by Shares
Certegy Card Services, Inc. (f/k/a Equifax Card Services, Inc.)*	Certegy Payment Services, Inc. (f/k/a Equifax Payment Services, Inc.)	100%	Florida	Corporation
Certegy Card Services Australia Pty Ltd. (f/k/a Equifax Card Solutions Australia Pty Ltd.)	Certegy Asia Pacific Holdings, Inc. (f/k/a Equifax Asia Pacific Holdings, Inc.)	100%	Australia	Corporation
Certegy Card Services Ltd. (f/k/a Equifax Card Solutions Ltd.)	Payment U.K. Ltd.	100%	England	Private Company Limited by Shares
Certegy Card Services S.A. (f/k/a Equifax Card Solutions S.A.)	Certegy Europe LLC	99.92%	France	Corporation

COMPANY NAME	PARENT COMPANY	% OWNERSHIP OF PARENT	JURISDICTION OF INCORPORATION/ ORGANIZATION	TYPE OF ENTITY
Equifax (Cayman Islands) Ltd.	Payment Brasil Holdings Ltda.	100%	Cayman Islands	Company Limited by Shares
Certegy Check Services, Inc. (f/k/a Equifax Check Services, Inc.)*	Certegy Payment Services, Inc. (f/k/a Equifax Payment Services, Inc.)	100%	Delaware	Corporation
Certegy E-Banking Services, Inc. (f/k/a Equifax E-Banking Solutions, Inc.)*	Certegy Payment Services (f/k/a Equifax Payment Services, Inc.)	100%	Georgia	Corporation
Certegy New Zealand Ltd. (f/k/a Equifax Ltd.)	Transax Plc	100%	New Zealand	Corporation
Certegy Payment Recovery Services, Inc. (f/k/a Equifax Payment Recovery Services, Inc.)*	Certegy Check Services, Inc. (f/k/a Equifax Check Services, Inc.)	100%	Georgia	Corporation
Certegy Payment Services, Inc. (f/k/a Equifax Payment Services, Inc.)*	Certegy Inc.	100%	Delaware	Corporation
Certegy Pty Ltd. (f/k/a Equifax Pty Ltd.)	Transax Plc	100%	Australia	Corporation
Certegy SNC (f/k/a Equifax SNC)	Transax France Plc	99.5%	France	Corporation
	Central Credit Services, Ltd.	.5%		
Financial Insurance Marketing Group, Inc.*	Certegy Payment Services, Inc. (f/k/a Equifax Payment Services, Inc.)	100%	District of Columbia	Corporation
Certegy First Bankcard Systems, Inc. (f/k/a First Bankcard Systems, Inc.)*	Certegy Inc.	100%	Georgia	Corporation
Partech Ltda.	Payment Brasil Holdings Ltda.	51%	Brazil	Limited Liability Company
Payment Brasil Holdings Ltda.	Payment South America Holdings, Inc.	99.99%	Brazil	Limited Liability Company
	Payment South America LLC	.01%		

Schedule 4.5

COMPANY NAME	PARENT COMPANY	% OWNERSHIP OF PARENT	JURISDICTION OF INCORPORATION/ ORGANIZATION	TYPE OF ENTITY
Payment Chile, S.A.	Payment South America Holdings, Inc.	99.99%	Chile	Corporation
Certegy Europe LLC*	Certegy Inc.	100%	Georgia	Limited Liability Company
Payment South America Holdings, Inc.*	Certegy Card Services, Inc. (f/k/a Equifax Card Services, Inc.)	100%	Georgia	Corporation
Payment South America LLC*	Payment South America Holdings, Inc.	100%	Georgia	Limited Liability Company
Certegy Ltd. (f/k/a Payment U.K. Ltd.)	Certegy Europe LLC	100%	England	Private Company Limited by Shares
Certegy S.A. (f/k/a Procard S.A.)	Payment Chile, S.A.	99.99%	Chile	Corporation
Retail Credit Management Ltd.	Transax Plc	100%	England	Private Company Limited by Shares
Certegy Canada, Inc. (f/k/a Telecredit Canada Inc.)	Certegy Inc.	100%	Canada	Corporation
Transax France Plc	Transax Plc	99.99%	England	Public Company Limited by Shares
Transax Ireland Ltd.	Transax Plc	100%	Ireland	Private Company Limited by Shares
Transax Plc	Payment U.K. Ltd.	100%	England	Public Company Limited by Shares
Certegy Ltda. (f/k/a Unnisa-Solucoes em Meios de Pagamento Ltda.)	Payment Brasil Holdings Ltda. Card Brasil Holdings Ltda.	59.332% 40.668%	Brazil	Limited Liability Company
VIV Plc	Transax Plc	99.25%	England	Public Company Limited by Shares

Schedule 4.5

## FUNDING DATE INDEBTEDNESS

-----

1. See Indebtedness listed on Schedule 7.1.
2. Intercompany receivables and payables between the Borrower and its Subsidiaries, on the one hand, and Equifax and its Subsidiaries (other than the Borrower and its Subsidiaries) on the other hand, to be reconciled after the Spin-off in an amount that would not exceed the level of Indebtedness that would otherwise be permitted to exist after the Funding Date pursuant to Section 7.1. Neither the Borrower nor its Subsidiaries will pay any such intercompany payables constituting Indebtedness to Equifax or its Subsidiaries from the Funding Date through the Spin-off Date.
3. Intercompany payables of the Borrower and/or its Subsidiaries to Equifax for amounts advanced after June 30, 2001 and prior to the Spin-off by Equifax for use by the Borrower and/or its Subsidiaries to fund their settlement obligations for credit card transactions, such advances being obtained by Equifax for the benefit of the Borrower and/or its Subsidiaries under that certain Credit Agreement dated as of December 22, 1997 between Equifax and First Union National Bank and/or from other Equifax lenders, and being repayable to Equifax out of funds received from the customers of the Borrower and/or its Subsidiaries.
4. Various other Indebtedness of the Borrower and its Consolidated Subsidiaries in an aggregate amount up to \$5,000,000.

OUTSTANDING SPIN-OFF CLOSING DATE INDEBTEDNESS  
-----

1. Certegy Ltda. (f/k/a Unnisa-Solucoes em Meios de Pagamento Ltda.) has loans outstanding in an amount equal to approximately U.S. \$190,000.
2. Letters of Credit now or hereafter existing:
  - (a) \$1,000,000 letter of credit issued by Wachovia Bank on behalf of Certegy Payment Services, Inc. for the benefit of Florida Department of Environmental Protection.
  - (b) \$595,000 letter of credit issued by Wachovia Bank on behalf of Certegy Card Services, Inc. for the benefit of VISA USA, Inc.
3. \$130,000,000 settlement line of credit with First Union National Bank (or such other lender(s) as may be selected by Borrower)
4. \$50,000,000 discretionary credit facility with First Union National Bank (or such other lender(s) as may be selected by Borrower), which may be put in place on or after the Funding Date
5. Interest rate swap contract with Bank of America, N.A. with a notional amount of \$10,100,000.
6. Synthetic lease with SunTrust Bank and Atlantic Financial Group Ltd. relating to Borrower's St. Petersburg, Florida facility (the "St. Petersburg Facility"), with a financed amount not to exceed (when aggregated with the financed amount in item 7) \$34,000,000.
7. Synthetic lease with SunTrust Bank relating to Borrower's Madison, Wisconsin facility, with a financed amount not to exceed (when aggregated with the financed amount in item 6) \$34,000,000.
8. Guaranty of Borrower in favor of Honeywell Inc., as sublandlord, of all of the obligations of Certegy Payment Services, Inc. (f/k/a Equifax Payment Services, Inc.), as subtenant, under the Agreement of Sublease, dated November 30, 1995, of the St. Petersburg Facility.
9. \$300,000,000 Credit Agreement with SunTrust Bank, as agent for the lenders party thereto.



SCHEDULE 7.2

EXISTING LIENS  
-----

1. Liens on Borrower's St. Petersburg, Florida and Madison, Wisconsin facilities securing the synthetic lease transactions disclosed in Schedule 7.1.
2. Liens revealed in UCC searches delivered to Administrative Agent on or prior to the Funding Date.

Schedule 7.2

## SCHEDULE 7.4

EXISTING INVESTMENTS  
-----

1.	Certegy Ltda. (f/k/a Unnisa-Solucoes em Meios de Pagamento Ltda.):	\$192,449,000
2.	Certegy S.A. (f/k/a Procard S.A.):	\$ 11,386,000
3.	Certegy Asia Pacific Holdings, Inc. (f/k/a Equifax Asia Pacific Holdings, Inc.)	\$ 4,000,000
4.	Certegy Card Services Ltd. (f/k/a Equifax Card Solutions Ltd.) and Certegy Ltd. (f/k/a Payment U.K. Ltd.)	\$ 60,000,000
5.	Certegy Canada, Inc. (f/k/a Telecredit Canada Inc.)	\$ 1,065,000

Schedule 7.2

AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

dated as of July 6, 2001

among

CERTEGY INC.  
as Borrower

And Certain Designated Borrowers

THE LENDERS FROM TIME TO TIME PARTY HERETO

SUNTRUST BANK  
as Administrative Agent

WACHOVIA BANK, N.A.  
as Co-Syndication Agent

FLEET NATIONAL BANK  
as Co-Syndication Agent

and

BANK OF AMERICA, N.A.  
as Documentation Agent

=====

SUNTRUST EQUITABLE SECURITIES CORPORATION  
as Arranger and Book Manager

TABLE OF CONTENTS

	Page
	----
ARTICLE I.	DEFINITIONS; CONSTRUCTION.....1
Section 1.1.	Definitions.....1
Section 1.2.	Classifications of Loans and Borrowings.....22
Section 1.3.	Accounting Terms and Determination.....22
Section 1.4.	Terms Generally.....23
Section 1.5.	Amendment and Restatement.....23
ARTICLE II	AMOUNT AND TERMS OF THE COMMITMENTS.....23
Section 2.1.	General Description of Facilities.....23
Section 2.2.	Revolving Loans.....24
Section 2.3.	Procedure for Revolving Borrowings.....24
Section 2.4.	Swingline Commitment.....25
Section 2.5.	Procedure for Swingline Borrowing; Etc.....25
Section 2.6.	Competitive Bid Borrowings.....26
Section 2.7.	Multi-Currency Borrowings.....29
Section 2.8.	Funding of Borrowings.....30
Section 2.9.	Interest Elections; Conversions; Continuations.....30
Section 2.10.	Optional Reduction and Termination of Commitments.....32
Section 2.11.	Repayment of Loans.....32
Section 2.12.	Evidence of Indebtedness.....33
Section 2.13.	Optional Prepayments.....33
Section 2.14.	Interest on Loans.....34
Section 2.15.	Fees.....35
Section 2.16.	Computation of Interest and Fees.....36
Section 2.17.	Inability to Determine Interest Rates.....36
Section 2.18.	Illegality.....37
Section 2.19.	Increased Costs.....37
Section 2.20.	Funding Indemnity.....39
Section 2.21.	Taxes.....39
Section 2.22.	Payments Generally; Pro Rata Treatment; Sharing of Set-offs.....42
Section 2.23.	Mitigation of Obligations; Replacement of Lenders.....43
Section 2.24.	Letters of Credit.....44
Section 2.25.	Addition and Release of Designated Borrowers.....48
Section 2.26.	Extension of Commitments.....49

ARTICLE III.	CONDITIONS PRECEDENT TO LOANS AND LETTERS OF CREDIT.....	50
Section 3.1.	Conditions of Effectiveness.....	50
Section 3.2.	Each Credit Event.....	53
Section 3.3.	Delivery of Documents.....	53
ARTICLE IV.	REPRESENTATIONS AND WARRANTIES.....	54
Section 4.1.	Existence; Power.....	54
Section 4.2.	Organizational Power; Authorization.....	54
Section 4.3.	Governmental Approvals; No Conflicts.....	54
Section 4.4.	Financial Statements.....	55
Section 4.5.	Litigation and Environmental Matters.....	55
Section 4.6.	Compliance with Laws and Agreements.....	55
Section 4.7.	Investment Company Act, Etc.....	55
Section 4.8.	Taxes.....	56
Section 4.9.	Margin Regulations.....	56
Section 4.10.	ERISA.....	56
Section 4.11.	Ownership of Property.....	56
Section 4.12.	Disclosure.....	56
Section 4.13.	Labor Relations.....	57
Section 4.14.	Subsidiaries.....	57
Section 4.15.	Spin-off.....	57
Section 4.16.	Indebtedness at Funding Date.....	57
ARTICLE V.	AFFIRMATIVE COVENANTS.....	57
Section 5.1.	Financial Statements and Other Information.....	57
Section 5.2.	Notices of Material Events.....	59
Section 5.3.	Existence; Conduct of Business.....	59
Section 5.4.	Compliance with Laws, Etc.....	60
Section 5.5.	Payment of Obligations.....	60
Section 5.6.	Books and Records.....	60
Section 5.7.	Visitation, Inspection, Etc.....	60
Section 5.8.	Maintenance of Properties; Insurance.....	60
Section 5.9.	Use of Proceeds and Letters of Credit.....	60
Section 5.10.	Additional Subsidiaries; Release.....	61
Section 5.11.	Consummation of Spin-off.....	61

ARTICLE VI.	FINANCIAL COVENANTS.....	61
	-----	
Section 6.1.	Leverage Ratio.....	61
Section 6.2.	Fixed Charge Coverage Ratio.....	61
	-----	
ARTICLE VII.	NEGATIVE COVENANTS.....	62
	-----	
Section 7.1.	Subsidiary Indebtedness.....	62
Section 7.2.	Negative Pledge.....	63
Section 7.3.	Fundamental Changes.....	63
Section 7.4.	Investments, Loans, Acquisitions, Etc.....	64
Section 7.5.	Restricted Payments.....	65
Section 7.6.	Sale of Assets.....	65
Section 7.7.	Transactions with Affiliates.....	66
Section 7.8.	Restrictive Agreements.....	66
Section 7.9.	Hedging Agreements.....	67
Section 7.10.	Amendment to Material Documents.....	67
Section 7.11.	Accounting Changes.....	67
Section 7.12.	Indebtedness During Transition Period.....	67
	-----	
ARTICLE VIII.	EVENTS OF DEFAULT.....	67
	-----	
Section 8.1.	Events of Default.....	67
	-----	
ARTICLE IX.	THE ADMINISTRATIVE AGENT.....	70
	-----	
Section 9.1.	Appointment of Administrative Agent.....	70
Section 9.2.	Nature of Duties of Administrative Agent.....	71
Section 9.3.	Lack of Reliance on the Administrative Agent.....	71
Section 9.4.	Certain Rights of the Administrative Agent.....	71
Section 9.5.	Reliance by Administrative Agent.....	72
Section 9.6.	The Administrative Agent and its Individual Capacity.....	72
Section 9.7.	Successor Administrative Agent.....	72
Section 9.8.	Additional Agencies; No Duties Imposed Upon Syndication Agents or Documentation Agents.....	73
	-----	
ARTICLE X.	MISCELLANEOUS.....	73
	-----	
Section 10.1.	Notices.....	73
	-----	

Section 10.2.	Waiver; Amendments.....	75
Section 10.3.	Expenses; Indemnification.....	76
Section 10.4.	Successors and Assigns.....	77
Section 10.5.	Governing Law; Jurisdiction; Consent to Service of Process.....	80
Section 10.6.	Waiver of Jury Trial.....	80
Section 10.7.	Right of Setoff.....	81
Section 10.8.	Counterparts; Integration.....	81
Section 10.9.	Survival.....	81
Section 10.10.	Severability.....	82
Section 10.11.	Confidentiality.....	82
Section 10.12.	Interest Rate Limitation.....	82
Section 10.13.	Currency Conversion.....	82
Section 10.14.	Exchange Rates.....	83
ARTICLE XI.	BORROWER GUARANTEE.....	84
Section 11.1.	Guarantee.....	84
Section 11.2.	Guaranteed Obligations Not Waived.....	84
Section 11.3.	Guarantee of Payment.....	85
Section 11.4.	No Discharge or Diminishment of Guarantee.....	85
Section 11.5.	Defenses of Borrower Waived.....	85
Section 11.6.	Agreement to Pay; Subordination.....	86
Section 11.7.	Information.....	86
Section 11.8.	Taxes, etc.....	86
Section 11.9.	Failure to Pay in Foreign Currency.....	86
Section 11.10.	Termination.....	87

Schedules

Schedule I	-	Applicable Margin and Applicable Percentage
Schedule 1.1	-	Foreign Currency Payment Accounts
Schedule 4.5	-	Environmental Matters
Schedule 4.14	-	Subsidiaries
Schedule 4.16	-	Funding Date Indebtedness
Schedule 7.1	-	Outstanding Spin-Off Closing Date Indebtedness
Schedule 7.2	-	Existing Liens
Schedule 7.4	-	Existing Investments
Schedule I-E	-	To the Subsidiary Guaranty Agreement

Schedule I-F	-	To the Indemnity, Subrogation and Contribution Agreement
Schedule I-F-	-	To Supplement No. ___ to the Indemnity, Subrogation and Contribution Agreement
Annex I-E	-	To the Subsidiary Guaranty Agreement
Annex I-F	-	To the Indemnity, Subrogation and Contribution Agreement



Exhibits

- - - - -

Exhibit A	-	Form of Revolving Credit Note
Exhibit B	-	Form of Competitive Bid Note
Exhibit C	-	Form of Swingline Note
Exhibit D	-	Form of Assignment and Acceptance
Exhibit E	-	Form of Subsidiary Guaranty Agreement
Exhibit F	-	Form of Indemnity, Subrogation and Contribution Agreement
Exhibit G-1	-	Form of Opinion of Counsel to Loan Parties
Exhibit G-2	-	Form of Opinion of the General Counsel of Loan Parties
Exhibit H	-	Form of Designated Borrower Acknowledgment and Agreement
Exhibit I	-	Form of Designated Borrower Notice of Withdrawal
Exhibit 2.3	-	Notice of Revolving Borrowing
Exhibit 2.5	-	Notice of Swingline Borrowing
Exhibit 2.6-A	-	Form of Competitive Bid Request
Exhibit 2.6-B	-	Form of Notice to Lenders of Competitive Bid Request
Exhibit 2.6-C	-	Form of Competitive Bid
Exhibit 2.9	-	Form of Continuation/Conversion
Exhibit 2.19	-	Mandatory Costs Rate
Exhibit 3.1(b) (iv) and 3.1(b) (vii)	-	Form of Secretary's Certificate
Exhibit 3.1(b) (ix)	-	Form of Officer's Certificate

AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT  
-----

THIS AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT (this "Agreement") is  
-----  
made and entered into as of July 6, 2001, by and among CERTEGY INC., a Georgia  
corporation (the "Borrower"), any Designated Borrower (as defined below) which  
-----  
becomes a party hereto from time to time, the several banks and other financial  
institutions from time to time party hereto (the "Lenders"), WACHOVIA BANK,  
-----  
N.A., as Co-Syndication Agent, FLEET NATIONAL BANK, as Co-Syndication Agent  
(Wachovia, N.A. and Fleet National Bank, collectively, the "Co-Syndication  
-----  
Agents", and each individually, a "Co-Syndication Agent"), BANK OF AMERICA,  
-----  
N.A., as Documentation Agent (the "Documentation Agent") and SUNTRUST BANK, in  
-----  
its capacity as Administrative Agent for the Lenders (the "Administrative  
-----  
Agent").  
-----

W I T N E S S E T H :  
-----

WHEREAS, pursuant to that certain Revolving Credit Agreement dated  
as of June 25, 2001 among the Borrower and SunTrust Bank ("SunTrust") as Lender  
and Administrative Agent (the "Prior Credit Agreement"), SunTrust established a  
-----  
\$300,000,000 revolving credit facility in favor of the Borrower; and

WHEREAS, the Borrower, SunTrust and the Administrative Agent have  
agreed to amend and restate the Prior Credit Agreement in its entirety on the  
terms and subject to the conditions set forth in this Agreement to, among other  
things, join the Lenders as a party to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual  
covenants herein contained, the Borrower, the Lenders and the Administrative  
Agent agree as follows:

ARTICLE I  
-----

DEFINITIONS; CONSTRUCTION  
-----

Section 1.1. Definitions. In addition to the other terms defined  
-----  
herein, the following terms used herein shall have the meanings herein specified  
(to be equally applicable to both the singular and plural forms of the terms  
defined):

"Acquisition" shall mean any acquisition, whether by stock purchase,  
asset purchase, merger, consolidation or otherwise of a Person or a business  
line of a Person.

"Adjusted LIBOR" shall mean, with respect to each Interest Period  
for a Eurocurrency Borrowing, the rate per annum obtained by dividing (i) LIBOR  
Rate for such Interest Period by (ii) 1.00 minus the Statutory Reserve Rate.

"Administrative Agent" shall have the meaning assigned to such term in the opening paragraph hereof.

"Administrative Questionnaire" shall mean, with respect to each Lender, an administrative questionnaire in the form provided by the Administrative Agent and submitted to the Administrative Agent duly completed by such Lender.

"Affiliate" shall mean, as to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person.

"Aggregate Revolving Commitments" shall mean the sum of the Revolving Commitments of all Lenders at any time outstanding. On the Funding Date, the Aggregate Revolving Commitments equal \$300,000,000.

"Applicable Lending Office" shall mean, for each Lender and for each Type of Loan, the "Lending Office" of such Lender (or an Affiliate of such Lender) designated for such Type of Loan in the Administrative Questionnaire submitted by such Lender or such other office of such Lender (or an Affiliate of such Lender) as such Lender may from time to time specify to the Administrative Agent and the Borrower as the office by which its Loans of such Type are to be made and maintained.

"Applicable Margin" shall mean, as of any date, with respect to all Revolving Loans outstanding on any date, the percentage designated in the "Pricing Grid" attached hereto as Schedule I based on the Borrower's Senior Debt Ratings in effect on such date with respect to Eurocurrency Loans or Base Rate Loans, as the case may be. A change in the Applicable Margin resulting from a change in the Senior Debt Ratings shall be effective on the day on which the Rating Agency which has the highest Senior Debt Rating changes the Senior Debt Ratings and which shall continue until the day prior to the day that further changes become effective.

"Applicable Percentage" shall mean, at any date, with respect to the facility fee or the letter of credit fee, as the case may be, as of any date, the percentage designated in the "Pricing Grid" attached hereto as Schedule I based on the Borrower's Senior Debt Ratings in effect on such date with respect to the facility fee or the letter of credit fee, as the case may be. A change in the Applicable Percentage resulting from a change in the Senior Debt Ratings shall be effective on the day on which the Rating Agency which has the highest Senior Debt Rating changes the Senior Debt Ratings and which shall continue until the day prior to the day that further changes become effective.

"Assignment and Acceptance" shall mean an assignment and acceptance entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 10.4(b)) and accepted by the Administrative Agent, in the form of Exhibit D attached hereto or any other form approved by the Administrative Agent.

"Availability Period" shall mean the period from the Funding Date to the Commitment Termination Date.

"Base Rate" shall mean the higher of (i) the per annum rate which the Administrative Agent publicly announces from time to time to be its prime lending rate, as in effect from time to time, and (ii) the Federal Funds Rate, as in effect from time to time, plus one-half of one percent (0.50%). The Administrative Agent's prime lending rate is a reference rate and does not necessarily represent the lowest or best rate charged to customers. The Administrative Agent may make commercial loans or other loans at rates of interest at, above or below the Administrative Agent's prime lending rate. Each change in the Administrative Agent's prime lending rate shall be effective from and including the date such change is publicly announced as being effective.

"Borrower" shall have the meaning in the introductory paragraph hereof.

"Borrowing" shall mean a borrowing consisting of (i) Loans of the same Class and Type, made, converted or continued on the same date and in the case of Eurocurrency Loans, as to which a single Interest Period is in effect, or (ii) a Swingline Loan.

"Business Day" shall mean any day other than a Saturday or Sunday on which banks are not authorized or required to close in Atlanta, Georgia or New York, New York and, if the applicable Business Day relates to the advance or continuation of, conversion into, or payment on a Eurocurrency Borrowing or a Competitive Bid Borrowing (i) in a currency other than Euros, on which banks are dealing in Dollar or any Foreign Currency (other than Euros) deposits, as applicable, in the applicable interbank eurocurrency market in London, England, and in the country of issue of the currency of such Eurocurrency Borrowing or Competitive Bid Borrowing, and (ii) in Euros, on which the TARGET payment system is open for the settlement of payments in Euros.

"Calculation Date" shall mean the last Business Day of each calendar quarter.

"Capital Lease Obligations" of any Person shall mean all obligations of such Person to pay rent or other amounts under any lease (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Change in Control" shall mean the occurrence after the Spin-off Closing Date of one or more of the following events: (a) any sale, lease, exchange or other transfer (in a single transaction or a series of related transactions) of all or substantially all of the assets of the Borrower to any Person or "group" (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder in effect on the date hereof), (b) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or "group" (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date hereof) of 30% or more of the outstanding shares of the voting stock of the Borrower; or (c) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were neither (i) nominated by the current board of directors (as in effect immediately after the consummation of the Spin-off) or (ii) appointed by directors so nominated.

"Change in Law" shall mean (i) the adoption of any applicable law, rule or regulation after the date of this Agreement, (ii) any change in any applicable law, rule or regulation, or any change in the interpretation or application thereof, by any Governmental Authority after the date of this Agreement, or (iii) compliance by any Lender (or its Applicable Lending Office) or the Issuing Bank (or for purposes of Section 2.19(b), by such Lender's or the Issuing Bank's holding company, if applicable) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement.

"Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, Competitive Bid Loans, or Swingline Loans and when used in reference to any Commitment, refers to whether such Commitment is a Revolving Commitment or a Swingline Commitment.

"Code" shall mean the Internal Revenue Code of 1986, as amended and in effect from time to time.

"Commitment" shall mean a Revolving Commitment or a Swingline Commitment or any combination thereof (as the context shall permit or require).

"Commitment Termination Date" shall mean the earliest of (i) June 25, 2004, (ii) the date on which the Revolving Commitments are terminated pursuant to Section 2.10 and (iii) the date on which all amounts outstanding under this Agreement have been declared or have automatically become due and payable (whether by acceleration or otherwise).

"Competitive Bid" shall mean an offer by a Lender to make a Competitive Bid Loan substantially in the form of Exhibit 2.6-C, to be delivered by a Lender to the Administrative Agent in response to a Competitive Bid Request.

"Competitive Bid Loan" shall mean a Loan made pursuant to Section 2.6.

"Competitive Bid Margin" shall mean with respect to any Competitive Bid Loan bearing interest at a rate based on the Adjusted LIBOR, the marginal rate of interest, if any, to be added to or subtracted from the Adjusted LIBOR to determine the rate of interest applicable to such Competitive Bid Loan, as specified by the Lender in its related Competitive Bid.

"Competitive Bid Note" shall mean a promissory note of the Borrower payable to the order of any requesting Lender in the principal amount of the Aggregate Revolving Commitments, in substantially the form of Exhibit B.

"Competitive Bid Rate" shall mean, with respect to any Competitive Bid, the Competitive Bid Margin or the Fixed Rate, as applicable, offered by the Lender making such Competitive Bid.

"Competitive Bid Request" shall mean a request for a proposed Fixed Rate or a

Competitive Bid Margin at which a Competitive Bid Loan may be made,  
substantially in the form of Exhibit 2.6-A submitted by the Borrower to the  
-----  
Administrative Agent in accordance with Section 2.6.  
-----

"Consolidated EBIT" shall mean, for the Borrower and its  
Subsidiaries for any period, an amount equal to the sum of (a) Consolidated Net  
Income for such period plus (b) to the extent deducted in determining  
Consolidated Net Income for such period, (i) Consolidated Interest Expense, (ii)  
income tax expense and (iii) all other non-cash charges (and minus all other  
non-cash gains), determined on a consolidated basis in accordance with GAAP in  
each case for such period.

"Consolidated EBITDA" shall mean, for the Borrower and its  
Subsidiaries for any period, an amount equal to the sum of (a) Consolidated Net  
Income for such period plus (b) to the extent deducted in determining  
Consolidated Net Income for such period, (i) Consolidated Interest Expense, (ii)  
income tax expense, (iii) depreciation and amortization and (iv) all other  
non-cash charges (and minus all other non-cash gains), determined on a  
consolidated basis in accordance with GAAP in each case for such period.

"Consolidated EBITDAR" shall mean, for the Borrower and its  
Subsidiaries for any period, an amount equal to the sum of (a) Consolidated  
EBITDA and (b) Consolidated Lease Expense.

"Consolidated Fixed Charges" shall mean, for the Borrower and its  
Subsidiaries for any period, the sum (without duplication) of (a) Consolidated  
Interest Expense for such period and (b) Consolidated Lease Expense for such  
period.

"Consolidated Interest Expense" shall mean, for the Borrower and its  
Subsidiaries for any period determined on a consolidated basis in accordance  
with GAAP, the sum of (i) total interest expense, including without limitation  
the interest component of any payments in respect of Capital Lease Obligations  
capitalized or expensed during such period (whether or not actually paid during  
such period) plus (ii) the net amount payable (or minus the net amount  
receivable) under Hedging Agreements during such period (whether or not actually  
paid or received during such period).

"Consolidated Lease Expense" shall mean, for any period, the  
aggregate amount of fixed and contingent rentals payable by the Borrower and its  
Subsidiaries with respect to leases of real and personal property (excluding  
Capital Lease Obligations) determined on a consolidated basis in accordance with  
GAAP for such period.

"Consolidated Net Income" shall mean, for any period, the net income  
(or loss) of the Borrower and its Subsidiaries for such period determined on a  
consolidated basis in accordance with GAAP, but excluding therefrom (to the  
extent otherwise included therein) (i) any extraordinary gains or losses, (ii)  
any gains attributable to write-ups of assets, (iii) any equity interest of the  
Borrower or any Subsidiary of the Borrower in the unremitted earnings of any  
Person that is not a Subsidiary and (iv) any income (or loss) of any Person  
accrued prior to the date it becomes a

Subsidiary or is merged into or consolidated with the Borrower or any Subsidiary on the date that such Person's assets are acquired by the Borrower or any Subsidiary.

"Consolidated Subsidiary" shall mean, at any date, any Person that, in accordance with GAAP, would be consolidated in the Borrower's consolidated financial statements on such date.

"Consolidated Total Assets" shall mean, at any time, the total assets of the Borrower and its Consolidated Subsidiaries, determined on a consolidated basis, in accordance with GAAP.

"Consolidated Total Debt" shall mean, at any time, without duplication, the sum of (i) all then currently outstanding obligations, liabilities and indebtedness of the Borrower and its Subsidiaries on a consolidated basis of the types described in the definition of Indebtedness (other than the type described in clause (xi) of the definition thereof), including, but not limited to, all obligations under the Loan Documents plus (ii) all Indebtedness of any Permitted Securitization Subsidiary.

"Control" shall mean the power, directly or indirectly, either to (i) vote 5% or more of securities having ordinary voting power for the election of directors (or persons performing similar functions) of a Person or (ii) direct or cause the direction of the management and policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. The terms "Controlling", "Controlled by", and "under common Control with" have meanings correlative thereto.

"Default" shall mean any condition or event that, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Default Interest" shall have the meaning set forth in Section 2.14(d).  
-----

"Defaulting Lender" shall mean any Lender with respect to which a Lender Default is in effect.

"Designated Borrower" or "Designated Borrowers", shall have the meaning set forth in Section 2.25.  
-----

"Dollar(s)" and the sign "\$" shall mean lawful money of the United States of America.

"Dollar Equivalent" shall mean, on any date of determination, (i) with respect to any amount in Dollars, such amount, and (ii) with respect to any amount in any Foreign Currency, the equivalent in Dollars of such amount, determined by the Administrative Agent pursuant to Section 10.14 using the applicable Exchange Rate with respect to such Foreign Currency at the time in effect under the provisions of such Section 10.14.  
-----

"EMU Legislation" shall mean the legislative measures of the European Union for the introduction of, changeover to or operation of the Euro in one or more member states.

"Environmental Laws" shall mean all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by or with any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, Release or threatened Release of any Hazardous Material or to health and safety matters.

"Environmental Liability" shall mean any liability, contingent or otherwise (including any liability for damages, costs of environmental investigation and remediation, costs of administrative oversight, fines, natural resource damages, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) any actual or alleged violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) any actual or alleged exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equifax" shall mean Equifax Inc., a Georgia corporation.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor statute.

"ERISA Affiliate" shall mean any trade or business (whether or not incorporated), which, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for the purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" shall mean (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived and other than an event triggered by the Spin-off); (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator appointed by the PBGC of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.



"Euro" or "E" shall mean the single currency of the European Union as constituted by the Treaty on European Union and as referred to in the EMU Legislation for the introduction of, changeover to or operation of the Euro in one or more member states.

"Eurocurrency" when used in reference to any Loan or Borrowing (including any Competitive Bid Loan or Borrowing), refers to whether such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to (i) in the case of a Revolving Loan or Revolving Borrowing, the Adjusted LIBOR and the Applicable Margin, or (ii) in the case of a Competitive Bid Loan or Competitive Bid Borrowing, the Adjusted LIBOR and the Competitive Bid Margin.

"Event of Default" shall have the meaning provided in Article VIII.

"Exchange Rate" shall mean on any day, with respect to any Foreign Currency, the offered rate at which such currency may be exchanged into Dollars, as set forth at approximately 11:00 a.m. on such day on the Reuters NFX Page (or comparable page on the Telerate or Bloomberg Service) for such currency. In the event that such rate does not appear on the applicable page of any such services, the Exchange Rate shall be determined by reference to such other publicly available services for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower, or, in the absence of such agreement, such Exchange Rate shall instead be the offered spot rate of exchange of the Administrative Agent or, if the Administrative Agent shall so determine, one of its affiliates in the market where its foreign currency exchange operations in respect of such currency are then being conducted, at or about 10:00 a.m., local time, on such date for the purchase of Dollars for delivery two Business Days later; provided that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent, after consultation with the Borrower, may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

"Excluded Taxes" shall mean with respect to the Administrative Agent, any Lender, the Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) income or franchise taxes imposed on (or measured by) its net income by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which any of its offices is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Borrower is located and (c) in the case of a Foreign Lender, any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party to this Agreement (or designates a new lending office) or is attributable to such Foreign Lender's failure to comply with Section 2.21(e), except to the extent

-----  
that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 2.21(a).

-----  
"Execution Date" shall mean June 25, 2001, the date on which the Prior Credit Agreement was executed.

"Federal Funds Rate" shall mean, for any day, the rate per annum (rounded upwards, if necessary, to the next 1/100th of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with member banks of the Federal Reserve System arranged by Federal funds brokers, as published by the Federal Reserve Bank of New York on the next succeeding Business Day or if such rate is not so published for any Business Day, the Federal Funds Rate for such day shall be the average rounded upwards, if necessary, to the next 1/100th of 1% of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by the Administrative Agent.

"Fixed Charge Coverage Ratio" shall mean, for any period of four consecutive fiscal quarters of the Borrower, the ratio of (a) Consolidated EBITDAR for such period to (b) Consolidated Fixed Charges for such period; provided, however, that for any fiscal quarter ending prior to the Spin-off

-----  
Closing Date relevant to the calculation of this ratio, pro forma effect shall be given to the Spin-off.

"Fixed Rate" shall mean, with respect to any Competitive Bid Loan (other than a Eurocurrency Competitive Bid Loan), the fixed rate of interest per annum specified by any Lender making such Competitive Bid Loan in its related Competitive Bid.

"Foreign Currency" shall mean, individually and collectively, as the context requires, (i) Euros, (ii) the lawful currency of each of the following countries, provided that such currencies are not deemed unavailable to a Lender as a result of any of the circumstances relevant to such Lender as set forth in Sections 2.17, 2.18 or 2.19 (subject to the Borrower's right to replace any such

-----  
affected Lender under Section 2.23): Canada, Japan, Norway, Australia, United

-----  
Kingdom of Great Britain and Northern Ireland, Republic of France, Italy, Switzerland, the Federal Republic of Germany, The Kingdom of the Netherlands, or Spain and (iii) any other currencies that are freely transferable and convertible into US Dollars provided however that no such currency under this clause (iii) shall be included as a Foreign Currency hereunder, or included in a Notice of Revolving Borrowing, unless (x) the Borrower has first submitted a request to the Administrative Agent and the Lenders that it be so included, and (y) the Administrative Agent and the Lenders, in their sole discretion, have agreed to such request.

"Foreign Currency Payment Accounts" shall mean those bank accounts specified on Schedule 1.1 for receipt of payments, both from the Lenders and the

-----  
Borrower, in Foreign Currencies or such other bank accounts as may hereafter be specified by the Administrative Agent in writing to the Borrower and the Lenders as being the applicable bank accounts for receipt of payments in such currencies.

"Foreign Currency Sublimit" shall mean \$100,000,000, as such amount may be reduced from time to time pursuant to the terms of this Agreement.

"Foreign Lender" shall mean any Lender that is organized under the laws of a jurisdiction other than that of the Borrower. For purposes of this definition, the United States of America or any political subdivision thereof shall constitute one jurisdiction.

"Foreign Subsidiary" shall mean any direct or indirect Subsidiary of the Borrower that is organized under the laws of a jurisdiction other than the United States of America or any political subdivision thereof.

"Form 10 Filing" shall mean the registration statement on Form 10 filed by the Borrower with the Securities and Exchange Commission in respect of the Spin-off on April 3, 2001, as amended on May 18, 2001 and June 11, 2001.

"Funding Date" shall mean the first day on which all of the conditions precedent set forth in Section 3.1 and Section 3.2 have been -----  
satisfied or waived in accordance with Section 10.2; provided, however, that in -----  
the event the Funding Date does not occur on or before July 31, 2001, all of the Commitments shall automatically terminate.

"GAAP" shall mean generally accepted accounting principles in the United States applied on a consistent basis and subject to the terms of Section -----

1.3.  
- - - -

"Governmental Authority" shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guarantee" of or by any Person (the "guarantor") shall mean any legally binding obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly and including any obligation, direct or indirect, of the guarantor (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued in support of such Indebtedness or obligation; provided, that the term -----

"Guarantee" shall not include endorsements for collection or deposits in the ordinary course of business. The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which Guarantee is made or, if not so stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith. The term "Guarantee" used as a verb has a corresponding meaning.

"Guaranteed Obligations" shall have the meaning set forth in Article XI.  
- - - - -

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum

distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hedging Agreements" shall mean interest rate swap, cap or collar agreements, interest rate future or option contracts, currency swap agreements, currency future or option contracts, commodity agreements and other similar agreements or arrangements designed to protect against fluctuations in interest rates, currency values, stock values or commodity values.

"Indebtedness" of any Person shall mean, without duplication (i) obligations of such Person for borrowed money, (ii) obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) obligations of such Person in respect of the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of business on terms customary in the trade), (iv) obligations of such Person under any conditional sale or other title retention agreement(s) relating to property acquired by such Person, (v) Capital Lease Obligations of such Person, (vi) obligations, contingent or otherwise, of such Person in respect of letters of credit, acceptances or similar extensions of credit, (vii) guaranties by such Person of the type of indebtedness described in clauses (i) through (v) above, (viii) all indebtedness of a third party secured by any Lien on property owned by such Person, whether or not such indebtedness has been assumed by such Person, (ix) all obligations of such Person, contingent or otherwise, to purchase, redeem, retire or otherwise acquire for value any common stock of such Person, (x) off-balance sheet liability retained in connection with asset securitization programs, Synthetic Leases, sale and leaseback transactions or other similar obligations arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the consolidated balance sheet of such Person and its Subsidiaries, and (xi) obligations of such Person under any interest rate Hedging Agreement or foreign exchange Hedging Agreement. For purposes of determining Indebtedness under clause (xi) the obligations of any Person in respect to any Hedging Agreement or foreign exchange Hedging Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Person would be required to pay if such Hedging Agreement were terminated at such time.

"Indemnified Taxes" shall mean Taxes imposed upon any payment made by the Borrower, any Designated Borrower or any other Loan Party to any Lender under any Loan Document other than Excluded Taxes.

"Indemnity and Contribution Agreement" shall mean the Indemnity, Subrogation and Contribution Agreement, substantially in the form of Exhibit F, -----  
among the Borrower, the Subsidiary Loan Parties and the Administrative Agent.

"Information Statement" shall mean that certain Preliminary Information Statement filed as Exhibit 99.1 to the Form 10 Filing.

"Information Memorandum" shall mean the Confidential Information Memorandum dated June, 2001 relating to the Borrower and the transactions contemplated by this Agreement and the other Loan Documents.

"Interest Period" shall mean (i) with respect to any Eurocurrency Borrowing, a period of one, two, three or six months, (ii) with respect to a Competitive Bid Fixed Rate Borrowing, a period of at least seven days but not more than 180 days as requested by the Borrower and agreed to by the Lender making such Competitive Bid Fixed Rate Loan and (iii) with respect to a Swingline Loan, a period of such duration not to exceed 7 days, as the Borrower may request and the Swingline Lender may agree in accordance with Section 2.5;

provided, that:

(i) the initial Interest Period for such Borrowing shall commence on the date of such Borrowing (including the date of any conversion from a Borrowing of another Type) and each Interest Period occurring thereafter in respect of such Borrowing shall commence on the day on which the next preceding Interest Period expires;

(ii) if any Interest Period would otherwise end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day, unless, in the case of a Eurocurrency Borrowing, such Business Day falls in another calendar month, in which case such Interest Period would end on the next preceding Business Day;

(iii) any Interest Period in respect of a Eurocurrency Borrowing which begins on the last Business Day of a calendar month or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period shall end on the last Business Day of such calendar month; and

(iv) no Interest Period may extend beyond the Commitment Termination Date or the Swingline Termination Date, as the case may be.

"Issuing Bank" shall mean SunTrust Bank or any other Lender, each in its capacity as an issuer of Letters of Credit pursuant to Section 2.24.

"LC Commitment" shall mean that portion of the Aggregate Revolving Commitments that may be used by the Borrower for the issuance of Letters of Credit in an aggregate face amount not to exceed \$10,000,000.

"LC Disbursement" shall mean a payment made by the Issuing Bank pursuant to a Letter of Credit.

"LC Documents" shall mean the Letters of Credit and all applications, agreements and instruments relating to the Letters of Credit.

"LC Exposure" shall mean, at any time, the sum of (i) the aggregate undrawn amount of all outstanding Letters of Credit at such time, plus (ii) the aggregate amount of all LC Disbursements that have not been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Lender shall be its Pro Rata Share of the total LC Exposure at such time.

"Lenders" shall have the meaning assigned to such term in the opening paragraph of this Agreement and shall include, where appropriate, the Swingline Lender.

"Lender Default" shall mean (a) the failure (which has not been cured) of any Lender to make available its portion of any Borrowing or to fund its portion of any unreimbursed payment under Section 2.24 or (b) a Lender having notified the Administrative Agent and/or the Borrower that it does not intend to comply with the obligations under Sections 2.2, 2.5 and 2.24.

"Letter of Credit" shall mean any standby letter of credit issued pursuant to Section 2.24 by the Issuing Bank for the account of the Borrower pursuant to the LC Commitment.

"Leverage Ratio" shall mean, as of any date of determination with respect to the Borrower, the ratio of (i) Consolidated Total Debt as of such date to (ii) Consolidated EBITDA for the four fiscal quarters then ending; provided, however, that for any fiscal quarter ending prior to the Spin-off Closing Date relevant to the calculation of this ratio, pro forma effect shall be given to the Spin-off.

"LIBOR Rate" shall mean, for any applicable Interest Period for each Eurocurrency Borrowing in any applicable currency, the rate per annum quoted at or about 11:00 a.m. (London, England time) two Business Days before the commencement of such Interest Period on that page of the Reuters, Telerate or Bloomburgs reporting service (as then being used by the Administrative Agent to obtain such interest rate quotes) that displays British Bankers' Association interest settlement rates for deposits in the applicable currency of such Eurocurrency Borrowing, or if such page or such service shall cease to be available, such other page or other service (as the case may be) for the purpose of displaying British Bankers' Association interest settlement rates as reasonably determined by the Administrative Agent upon advising the Borrower as to the use of any such service. If for any reason any such interest settlement rate for such Interest Period is not available to the Administrative Agent through any such interest rate reporting service, then the "LIBOR Rate" with respect to such Eurocurrency Borrowing will be the rate at which the Administrative Agent is offered deposits for such applicable currency in the Dollar Equivalent of \$5,000,000 for a period approximately equal to such Interest Period in the London interbank market at 10:00 a.m. two Business Days before the commencement of such Interest Period.

"Lien" shall mean any mortgage, pledge, security interest, lien (statutory or otherwise), charge, encumbrance, hypothecation, assignment, deposit arrangement, or other arrangement having the practical effect of the foregoing or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having the same economic effect as any of the foregoing).

"Loan Documents" shall mean, collectively, this Agreement, the Notes (if any), the LC Documents, all Notices of Borrowing, the Subsidiary Guaranty Agreement, the Indemnity and Contribution Agreement, the Designated Borrower Acknowledgment and Agreement, and any and

all other instruments, agreements, documents and writings executed in connection with any of the foregoing.

"Loan Parties" shall mean the Borrower and the Subsidiary Loan Parties.

"Loans" shall mean all Revolving Loans, Swingline Loans and Competitive Bid Loans in the aggregate or any of them, as the context shall require.

"Mandatory Costs Rate" shall have the meaning set forth in Section 2.19.  
-----  
-----

"Margin Regulations" shall mean Regulation T, Regulation U and Regulation X of the Board of Governors of the Federal Reserve System, as the same may be in effect from time to time.

"Material Adverse Effect" shall mean, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences whether or not related, a material adverse change in, or a material adverse effect on, (i) the business, results of operations, financial condition, assets or liabilities of the Borrower and its Subsidiaries taken as a whole, (ii) the ability of the Borrower, Designated Borrower or any Subsidiary to perform any of their respective obligations under the Loan Documents, (iii) the rights and remedies of the Agent, the Issuing Bank and the Lenders under any of the Loan Documents or (iv) the legality, validity or enforceability of any of the Loan Documents.

"Material Subsidiary" shall mean at any time any direct or indirect Subsidiary of the Borrower having: (a) assets in an amount equal to at least 5% of the total assets of the Borrower and its Subsidiaries determined on a consolidated basis as of the last day of the most recent fiscal quarter of the Borrower at such time; or (b) revenues or net income in an amount equal to at least 5% of the total revenues or net income of the Borrower and its Subsidiaries on a consolidated basis for the 12-month period ending on the last day of the most recent fiscal quarter of the Borrower at such time.

"Moody's" shall mean Moody's Investors Service, Inc.

"Multiemployer Plan" shall have the meaning set forth in Section 4001(a)(3) of ERISA.

"Non-Defaulting Lender" shall mean and include each Lender other than a Defaulting Lender.

"Notes" shall mean, collectively, the Revolving Credit Notes, the Competitive Bid Notes and the Swingline Note.

"Notices of Borrowing" shall mean, collectively, the Notices of Revolving Borrowing, the Competitive Bid Requests, and the Notices of Swingline Borrowing.

"Notice of Conversion/Continuation" shall mean the notice given by the Borrower to the Administrative Agent in respect of the conversion or continuation of an outstanding Borrowing as provided in Section 2.9(b) hereof.  
-----

"Notice of Revolving Borrowing" shall have the meaning as set forth in Section 2.3.  
-----

"Notice of Swingline Borrowing" shall have the meaning as set forth in Section 2.5.  
-----

"Obligations" shall mean all amounts owing by the Borrower to the Administrative Agent, the Issuing Bank or any Lender (including the Swingline Lender) pursuant to or in connection with this Agreement or any other Loan Document, including without limitation, all principal, interest (including any interest accruing after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or like proceeding relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), all reimbursement obligations, all Guaranteed Obligations, fees, expenses, indemnification and reimbursement payments, costs and expenses (including all actual and reasonable fees and expenses of counsel to the Administrative Agent and any Lender (including the Swingline Lender) incurred pursuant to this Agreement or any other Loan Document), whether direct or indirect, absolute or contingent, liquidated or unliquidated, now existing or hereafter arising hereunder or thereunder, together with all renewals, extensions, modifications or refinancings thereof.

"Other Taxes" shall mean any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from the execution, delivery or enforcement of this Agreement or any other Loan Document.

"Participant" shall have the meaning set forth in Section 10.4(c).  
-----

"Payment Office" shall mean the office of the Administrative Agent located at 303 Peachtree Street, N.E., 25th Floor, Atlanta, Georgia 30308, or such other location as to which the Administrative Agent shall have given written notice to the Borrower and the other Lenders.

"PBGC" shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA, and any successor entity performing similar functions.

"Permitted Acquisitions" shall mean any Acquisition so long as (a) at the time of such Acquisition, no Default or Event of Default is in existence or would result therefrom, (b) such acquisition has been approved or recommended by the board of directors of the Person being acquired and (c) the Total Acquisition Consideration of such Acquisition, when aggregated with the Total Acquisition Consideration of all Acquisitions consummated by the Borrower and its Consolidated Subsidiaries during the preceding 12 month period does not exceed \$100,000,000.

"Permitted Encumbrances" shall mean:



(i) Liens imposed by law for taxes not yet due or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with GAAP;

(ii) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen and other Liens imposed by law created in the ordinary course of business for amounts not yet due or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with GAAP;

(iii) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(iv) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(v) judgment and attachment liens not giving rise to an Event of Default or Liens created by or existing from any litigation or legal proceeding that are currently being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with GAAP; and

(vi) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of the Borrower and its Subsidiaries taken as a whole;

provided, that the term "Permitted Encumbrances" shall not include any Lien  
- -----  
securing Indebtedness for borrowed money.

"Permitted Investments" shall mean:

(i) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States), in each case maturing within one year from the date of acquisition thereof;

(ii) commercial paper having the highest rating, at the time of acquisition thereof, of S&P or Moody's and in either case maturing within six months from the date of acquisition thereof;

(iii) certificates of deposit, bankers' acceptances and time deposits maturing within 180 days of the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank

organized under the laws of the United States or any state thereof which has a combined capital and surplus and undivided profits of not less than \$500,000,000;

(iv) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (i) above and entered into with a financial institution satisfying the criteria described in clause (iii) above; and

(v) mutual funds investing solely in any one or more of the Permitted Investments described in clauses (i) through (iv) above.

"Permitted Securitization Subsidiary" shall mean any Subsidiary of the Borrower that (i) is directly or indirectly wholly-owned by the Borrower, (ii) is formed and operated solely for purposes of a Permitted Securitization Transaction, (iii) has organizational documents which limit the permitted activities of such Permitted Securitization Subsidiary to the acquisition of accounts receivable and related rights from the Borrower or one or more of its Consolidated Subsidiaries or another Permitted Securitization Subsidiary, the securitization or other financing of such accounts receivable and related rights and activities necessary or incidental to the foregoing and (iv) such Permitted Securitization Subsidiary shall at all times be subject to each of the following: (A) it shall have at least one (1) member, manager, director or other similar person whose affirmative vote is required to permit such person to file a voluntary bankruptcy proceeding or to amend its formation documents, which member, manager, director or other similar person is not affiliated with the Borrower or any of its Consolidated Subsidiaries or a current or prior officer, director or employee of any of them, (B) it shall not be permitted to incur any Indebtedness other than the Indebtedness related to the Permitted Securitization Transaction, unless such Indebtedness is non-recourse to such Permitted Securitization Subsidiary and is subordinated to the Indebtedness incurred in connection with the Permitted Securitization Transaction, (C) it will not be permitted to merge or consolidate with any person other than another Permitted Securitization Subsidiary and (D) its formation documents shall contain and it shall be subject to such restrictive covenants relating to its operations as shall be required by independent counsel in order for such counsel to deliver a reasoned, market-standard "non-consolidation" opinion.

"Permitted Securitization Transaction" shall mean the transfer by Borrower or one or more of its Consolidated Subsidiaries of receivables and rights related thereto to one or more Permitted Securitization Subsidiaries and the related financing of such receivables and rights related thereto; provided -----  
that (i) such transaction is non-recourse to Borrower and its Consolidated Subsidiaries (excluding any related Permitted Securitization Subsidiary), except for Standard Securitization Undertakings and (ii) the aggregate total amount of all Indebtedness outstanding to third parties under all Permitted Securitization Transactions shall not exceed \$120,000,000 in the aggregate outstanding at any time.

"Person" shall mean any individual, partnership, firm, corporation, association, joint venture, limited liability company, trust or other entity, or any Governmental Authority.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA,

and in respect of which the Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Prior Credit Agreement" shall have the meaning in the first recital hereof.

"Pro Rata Share" shall mean, with respect to any Lender at any time, a percentage, the numerator of which shall be the sum of such Lender's Revolving Commitment and the denominator of which shall be the sum of all Lenders' Revolving Commitments; or if the Revolving Commitments have been terminated or expired or if the Loans have been declared to be due and payable, a percentage, the numerator of which shall be the sum of such Lender's Revolving Credit Exposure and outstanding Competitive Bid Loans and the denominator of which shall be the sum of the aggregate Revolving Credit Exposure and the aggregate outstanding Competitive Bid Loans of all Lenders.

"Rating Agencies" shall mean Moody's and S&P.

"Regulation D" shall mean Regulation D of the Board of Governors of the Federal Reserve System, as the same may be in effect from time to time, and any successor regulations.

"Related Parties" shall mean, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person's Affiliates.

"Release" means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or within any building, structure, facility or fixture.

"Required Lenders" shall mean, at any time, Non-Defaulting Lenders holding more than 50% of the aggregate outstanding Revolving Credit Exposures of all Non-Defaulting Lenders at such time or if the Non-Defaulting Lenders have no Revolving Credit Exposure outstanding, then Non-Defaulting Lenders holding more than 50% of the Aggregate Revolving Commitments of all Non-Defaulting Lenders; provided, that, for purposes of declaring the Loans to be due and payable

- -----  
pursuant to Article VIII and for all purposes after the Loans become due and payable pursuant to Article VIII or the Revolving Commitments expire or terminate, the outstanding Competitive Bid Loans of a Lender shall be added to its Revolving Credit Exposure in determining the Required Lenders.

"Reset Date" shall have the meaning assigned to such term in Section 10.14.

- -----  
"Responsible Officer" shall mean any of the president, the chief executive officer, the chief operating officer, the chief financial officer, the treasurer, controller or a vice president of the Borrower or such other representative of the Borrower as may be designated in writing by any

one of the foregoing with the consent of the Administrative Agent; and, with respect to the financial covenants only, the chief financial officer or the treasurer of the Borrower.

"Restricted Investment" shall mean Investments in joint ventures and in Subsidiaries which are not Consolidated Subsidiaries.

"Restricted Payment" shall have the meaning set forth in Section  
-----

7.5.  
- - -

"Revolving Commitment" shall mean, with respect to each Lender, the obligation of such Lender to make Revolving Loans to the Borrower and to participate in Letters of Credit and Swingline Loans in an aggregate principal amount not exceeding the amount set forth with respect to such Lender on the signature pages to this Agreement, or in the case of a Person becoming a Lender after the Funding Date, the amount of the assigned "Revolving Commitment" as provided in the Assignment and Acceptance Agreement executed by such Person as an assignee, as the same may be changed pursuant to the terms hereof.

"Revolving Credit Exposure" shall mean, with respect to any Lender at any time, the sum at such time, without duplication, of (i) the Dollar Equivalent of the outstanding principal amount of such Lender's Revolving Loans, (ii) the Dollar Equivalent of such Lender's LC Exposure and (iii) the Dollar Equivalent of such Lender's Swingline Exposure.

"Revolving Credit Note" shall mean a promissory note of the Borrower payable to the order of a requesting Lender in the principal amount of such Lender's Revolving Commitment, in substantially the form of Exhibit A.  
-----

"Revolving Loan" shall mean a loan made by a Lender (other than the Swingline Lender) to the Borrower under its Revolving Commitment, which may be either a Base Rate Loan or a Eurocurrency Loan.

"Senior Debt Rating" shall mean the credit ratings (including indicative ratings if no actual debt has been rated) assigned from time to time by either of the Rating Agencies to the senior, unsecured long-term debt securities of the Borrower without third-party credit enhancement, whether or not any such debt securities are actually outstanding, and any rating assigned to any other debt security of the Borrower shall be disregarded. The rating in effect on any date is that in effect at the close of business on such date. If the Borrower is split-rated and (i) the ratings differential is one category, the higher of the two ratings will apply or (ii) the ratings differential is more than one category, the rate shall be determined by reference to the category next above that of the lower of the two ratings. If the Borrower is rated neither by Moody's nor S&P, then the applicable rate shall be established by reference to Level IV as set forth in the "Pricing Grid" attached hereto as Schedule I. If the rating system of Moody's and S&P shall change, or if Moody's and S&P shall cease to be in the business of rating corporate debt obligations, the Borrower, the Lenders and the Administrative Agent shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such rating agency and, pending the effectiveness of any such amendment, the Applicable Margin and the Applicable Percentage shall be determined by reference to the rating most recently in effect prior to any such change or cessation. If after a

reasonable time the parties cannot agree to a mutually acceptable amendment, the applicable rate shall be determined by reference to Level IV as set forth in the "Pricing Grid" attached hereto as Schedule I.

"Spin-off" means the distribution by Equifax on a tax-free basis of all of the shares of the Borrower's common stock to Equifax's shareholders pursuant to a pro rata distribution to all shareholders, except shareholders who waive their rights to such distribution and except to the extent of fractional shares.

"Spin-off Closing Date" shall mean the date on which the Spin-off occurs.

"Spin-off Payment" means a cash payment payable to Equifax in the amount of \$275,000,000 as further described in the Form 10 Filing to be paid to Equifax immediately prior to the Spin-off.

"S&P" shall mean Standard & Poor's.

"Standard Securitization Undertakings" shall mean any obligations and undertakings of the Borrower and any Consolidated Subsidiary consisting of representations, warranties, covenants, and indemnities standard in securitization transactions and related servicing of receivables.

"Statutory Reserve Rate" shall mean, with respect to any currency, a fraction (expressed as a decimal), the numerator of which is the number 1 and the denominator of which is the number 1 minus the aggregate of the maximum reserve, liquid asset or similar percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by any Governmental Authority of the United States or of the jurisdiction of such currency or any jurisdiction in which Loans in such currency are made to which banks in such jurisdiction are subject for any category of deposits or liabilities customarily used to fund loans in such currency or by reference to which interest rates applicable to loans in such currency are determined. Such reserve, liquid asset or similar percentages shall include those imposed pursuant to Regulation D of the Board of Governors of the Federal Reserve System. Eurocurrency Loans shall be deemed to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any other applicable law, rule or regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subsidiary" shall mean, with respect to any Person (the "parent"), any corporation, partnership, joint venture, limited liability company, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, partnership, joint venture, limited liability company, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power, or in the case of a partnership, more than 50% of the general

partnership interests are, as of such date, owned, Controlled or held. Unless otherwise indicated, all references to "Subsidiary" hereunder shall mean a Subsidiary of the Borrower.

"Subsidiary Guaranty Agreement" shall mean the Subsidiary Guaranty Agreement, substantially in the form of Exhibit E, made by the Subsidiary Loan Parties in favor of the Administrative Agent for the benefit of the Lenders.

"Subsidiary Loan Party" shall mean any Subsidiary (other than any Permitted Securitization Subsidiary) that is not a Foreign Subsidiary.

"Swingline Commitment" shall mean the commitment of the Swingline Lender to make Swingline Loans in an aggregate principal amount at any time outstanding not to exceed \$25,000,000.

"Swingline Exposure" shall mean, with respect to each Lender, the principal amount of the Swingline Loans in which such Lender is legally obligated either to make a Base Rate Loan or to purchase a participation in accordance with Section 2.5, which shall equal such Lender's Pro Rata Share of all outstanding Swingline Loans.

"Swingline Lender" shall mean SunTrust Bank, or any other Lender that may agree to make Swingline Loans hereunder.

"Swingline Loan" shall mean a loan made to the Borrower by the Swingline Lender under the Swingline Commitment.

"Swingline Note" shall mean the promissory note of the Borrower payable to the order of the Swingline Lender in the principal amount of the Swingline Commitment, substantially the form of Exhibit C.

"Swingline Rate" shall mean, for any Interest Period, either the Base Rate or the rate as offered by the Swingline Lender and accepted by the Borrower. The Borrower is under no obligation to accept such offered rate and the Swingline Lender is under no obligation to provide such offered rate.

"Swingline Termination Date" shall mean the date that is 5 Business Days prior to the Commitment Termination Date.

"Synthetic Lease" shall mean any synthetic lease, tax retention operating lease or similar off-balance sheet financing product where such transaction is considered borrowed money indebtedness for tax purposes but is classified as an operating lease under GAAP.

"TARGET" shall mean the Trans-European Automated Real-Time Gross Settlement Express Transfer system.

"Taxes" shall mean any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

"Total Acquisition Consideration" shall mean as at the date of any Acquisition, the sum of the following without duplication: (i) the amount of any cash and fair market value of other property given as consideration, including at such date the deferred payment of any such amounts, (ii) the amount (determined by using the outstanding amount or the amount payable at maturity, whichever is greater) of any obligations for money borrowed incurred, assumed or acquired by the Borrower or any Subsidiary in connection with such Acquisition, (iii) all amounts paid in respect of covenants not to compete and consulting agreements that should be recorded on the financial statements of the Borrower and its Subsidiaries in accordance with GAAP, and (iv) the aggregate fair market value of all other consideration given by the Borrower or any Subsidiary (including any shares of capital stock of the Borrower or any Subsidiary) in connection with such Acquisition.

"Type", when used in reference to a Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBOR or the Base Rate (or, in the case of a Competitive Bid Loan or Borrowing, the Fixed Rate).

"Wholly-Owned Subsidiary" shall mean any Subsidiary all of the shares of capital stock or other ownership interests of which (except directors' qualifying shares, or, in the case of any Subsidiary which is not organized or created under the laws of the United States of America or any political subdivision thereof, such nominal ownership interests which are required to be held by third parties under the laws of the foreign jurisdiction under which such Subsidiary was incorporated or organized) are at the time directly or indirectly owned by the Borrower.

"Withdrawal Liability" shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

Section 1.2. Classifications of Loans and Borrowings. For purposes

-----  
of this Agreement, Loans may be classified and referred to by Class (e.g. a "Revolving Loan" or "Competitive Bid Loan") or by Type (e.g. a "Eurocurrency Loan", "Base Rate Loan" or "Fixed Rate Loan") or by Class and Type (e.g. "Revolving Eurocurrency Loan"). Borrowings also may be classified and referred to by Class (e.g. "Revolving Borrowing") or by Type (e.g. "Eurocurrency Borrowing") or by Class and Type (e.g. "Revolving Eurocurrency Borrowing").

Section 1.3. Accounting Terms and Determination. Unless otherwise

-----  
defined or specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP as in effect from time to time, applied on a basis consistent (except for such changes approved by the Borrower's independent public accountants) with the most recent audited consolidated financial statement of the Borrower delivered pursuant to Section 5.1(a); provided, that if the Borrower notifies the Administrative Agent that the Borrower wishes to amend any covenant in Article VI to eliminate the effect of any change in GAAP

on the operation of such covenant (or if the Administrative Agent notifies the Borrower that the Required Lenders wish to amend Article VI for such purpose), then the Borrower's compliance with such covenant shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenant is amended in a manner satisfactory to the Borrower and the Required Lenders.

Section 1.4. Terms Generally. The definitions of terms herein shall

-----  
apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the word "to" means "to but excluding". Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as it was originally executed or as it may from time to time be amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (ii) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (iii) the words "hereof", "herein" and "hereunder" and words of similar import shall be construed to refer to this Agreement as a whole and not to any particular provision hereof, (iv) all references to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles, Sections, Exhibits and Schedules to this Agreement and (v) all references to a specific time shall be construed to refer to the time in the city and state of the Administrative Agent's principal office, unless otherwise indicated.

Section 1.5. Amendment and Restatement. The parties hereto

-----  
acknowledge and agree that this Agreement (together with all Exhibits and Schedules hereto) amends and restates the Prior Credit Agreement (together with all Exhibits and Schedules thereto). Upon the effectiveness of this Agreement, each of the Lenders party hereto shall have their respective Commitments as set forth on the signature pages attached hereto.

ARTICLE II

AMOUNT AND TERMS OF THE COMMITMENTS

-----  
Section 2.1. General Description of Facilities. Subject to and upon

-----  
the terms and conditions herein set forth, (i) the Lenders hereby establish in favor of the Borrower and, as provided in Section 2.25, any Designated Borrower

-----  
a revolving credit facility pursuant to which the Lenders severally agree (to the extent of each Lender's Pro Rata Share up to such Lender's Revolving Commitment) to make Revolving Loans to the Borrower and, as provided in Section

-----  
2.25, any Designated Borrower in accordance with Section 2.2 and to offer in

-----  
their sole discretion to make Competitive Bid Loans in accordance with Section

-----  
2.6, (ii) the Issuing Bank agrees to issue Letters of Credit in accordance with

-----  
Section 2.24, (iii) the Swingline Lender agrees to make Swingline Loans in

-----  
accordance with Section 2.4, and (iv) each Lender agrees to purchase a

-----  
participation interest



in the Letters of Credit and the Swingline Loans pursuant to the terms and conditions hereof; provided, that in no event shall the aggregate principal amount of all outstanding Revolving Loans, Competitive Bid Loans, Swingline Loans and LC Exposure exceed at any time the Aggregate Revolving Commitments from time to time in effect.

Section 2.2. Revolving Loans. Subject to the terms and conditions

-----  
set forth herein, each Lender severally agrees to make Revolving Loans to the Borrower and, as provided in Section 2.25, any Designated Borrower, from time to

-----  
time on any Business Day during the Availability Period, in an aggregate principal amount outstanding at any time (determined in the case of any Revolving Loan denominated in a Foreign Currency by reference to the Dollar Equivalent thereof on such Business Day) that will not result in (a) the Dollar Equivalent of such Lender's Revolving Credit Exposure (determined in accordance with Section 10.14) exceeding such Lender's Revolving Commitment or (b) the

-----  
Dollar Equivalent of the sum of the aggregate Revolving Credit Exposures of all Lenders (determined in accordance with Section 10.14) plus the Dollar Equivalent

-----  
of the aggregate principal amount of all Competitive Bid Loans (determined in accordance with Section 10.14) exceeding the Aggregate Revolving Commitments.

-----  
During the Availability Period, the Borrower and, as provided in Section 2.25,

-----  
any Designated Borrower, shall be entitled to borrow, prepay and reborrow Revolving Loans in accordance with the terms and conditions of this Agreement; provided, that neither the Borrower nor any Designated Subsidiary may borrow or reborrow should there exist a Default or Event of Default. Funding of any Revolving Loans shall be in any combination of Dollars or a Foreign Currency as specified by the Borrower as set forth in Section 2.3; provided that the Dollar

-----  
Equivalent amount of outstanding Revolving Loans and Competitive Bid Loans funded in a Foreign Currency determined with respect to such Revolving Loans and Competitive Bid Loans in accordance with Section 10.14 shall at no time exceed

-----  
the Foreign Currency Sublimit then in effect.

Section 2.3. Procedure for Revolving Borrowings.

-----  
(a) The Borrower shall give the Administrative Agent written notice (or telephonic notice promptly confirmed in writing) of each Revolving Borrowing substantially in the form of Exhibit 2.3 attached hereto (a "Notice of Revolving Borrowing") (x) prior to 12:00 noon one (1) Business Day prior to the requested date of each Base Rate Borrowing and (y) prior to 12:00 noon three (3) Business Days prior to the requested date of each Eurocurrency Borrowing. Each Notice of Revolving Borrowing shall be irrevocable and shall specify: (i) the identity of the Borrower or Designated Borrower and the country (which shall be reasonably satisfactory to the Administrative Agent) from which the Borrower or Designated Borrower will make a Borrowing, (ii) the aggregate principal amount of such Borrowing, (iii) the date of such Borrowing (which shall be a Business Day), (iv) the Type of such Revolving Loan comprising such Borrowing, and (v) in the case of a Eurocurrency Borrowing, the requested currency and duration of the initial Interest Period applicable thereto (subject to the provisions of the definition of Interest Period). Each Revolving Borrowing shall consist entirely of Base Rate Loans or Eurocurrency Loans, as the Borrower may request. The aggregate principal amount of each Eurocurrency Borrowing shall be not less than \$5,000,000 (or, if applicable, the Dollar Equivalent thereof in the Foreign Currency in which such Eurocurrency Borrowing is denominated) or a larger multiple of \$1,000,000, (or, if applicable, the Dollar Equivalent thereof in the Foreign Currency in which such Eurocurrency Borrowing

is denominated) and the aggregate principal amount of each Base Rate Borrowing shall not be less than \$1,000,000 or a larger multiple of \$100,000; provided, -----  
that Base Rate Loans made pursuant to Section 2.5 or Section 2.24(c) may be made -----  
in lesser amounts as provided therein. At no time shall the total number of Eurocurrency Borrowings outstanding at any time exceed ten. In addition, at no time shall the total number of Eurocurrency Borrowings outstanding at any time denominated in a Foreign Currency exceed six. Promptly following the receipt of a Notice of Revolving Borrowing in accordance herewith, the Administrative Agent shall advise each Lender of the details thereof and the amount of such Lender's Revolving Loan to be made as part of the requested Revolving Borrowing.

Section 2.4. Swingline Commitment. Subject to the terms and -----

conditions set forth herein, the Swingline Lender agrees to make Swingline Loans to the Borrower, from time to time from the Funding Date to the Swingline Termination Date, in an aggregate principal amount outstanding at any time not to exceed the lesser of (i) the Swingline Commitment then in effect and (ii) the difference between the Aggregate Revolving Commitments and the sum of (x) the aggregate Revolving Credit Exposures of all Lenders and (y) the outstanding Competitive Bid Loans; provided, that the Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan. The Borrower shall be entitled to borrow, repay and reborrow Swingline Loans in accordance with the terms and conditions of this Agreement.

Section 2.5. Procedure for Swingline Borrowing; Etc. (a) The -----

Borrower shall give the Administrative Agent written notice (or telephonic notice promptly confirmed in writing) of each Swingline Borrowing ("Notice of Swingline Borrowing") prior to 12:00 noon on the requested date of each Swingline Borrowing. Each Notice of Swingline Borrowing shall be irrevocable and shall specify: (i) the principal amount of such Swingline Loan, (ii) the date of such Swingline Loan (which shall be a Business Day) and (iii) the account of the Borrower to which the proceeds of such Swingline Loan should be credited. The Administrative Agent will promptly advise the Swingline Lender of each Notice of Swingline Borrowing. Each Swingline Loan shall accrue interest at the Swingline Rate and shall have an Interest Period (subject to the definition thereof) as agreed between the Borrower and the Swingline Lender. The aggregate principal amount of each Swingline Loan shall be not less than \$500,000 or a larger multiple of \$100,000, or such other minimum amounts agreed to by the Swingline Lender and the Borrower. The Swingline Lender will make the proceeds of each Swingline Loan available to the Borrower in Dollars in immediately available funds at the account specified by the Borrower in the applicable Notice of Swingline Borrowing not later than 3:00 p.m. on the requested date of such Swingline Loan. The Administrative Agent will notify the Lenders on a quarterly basis if any Swingline Loans occurred during such quarter.

(b) If (i) any Swingline Loan matures and remains unpaid; (ii) any Default or Event of Default occurs or (iii) the Swingline Lender's total amount of outstanding aggregate Revolving Credit Exposures and Swingline Loans exceed the Swingline Lender's Revolving Commitment, the Swingline Lender may, on behalf of the Borrower (which hereby irrevocably authorizes and directs the Swingline Lender to act on its behalf), give a Notice of Revolving Borrowing to the Administrative Agent requesting the Lenders (including the Swingline Lender) to make Base Rate Loans in an amount equal to the unpaid principal amount of any Swingline Loan.

Each Lender will make the proceeds of its Base Rate Loan included in such Borrowing available to the Administrative Agent for the account of the Swingline Lender in accordance with Section 2.8, which will be used solely for the

-----  
repayment of such Swingline Loan.

(c) If for any reason a Base Rate Borrowing may not be (as determined in the sole discretion of the Administrative Agent), or is not, made in accordance with the foregoing provisions, then each Lender (other than the Swingline Lender) shall purchase an undivided participating interest in such Swingline Loan in an amount equal to its Pro Rata Share thereof on the date that such Base Rate Borrowing should have occurred. On the date of such required purchase, each Lender shall promptly transfer, in immediately available funds, the amount of its participating interest to the Administrative Agent for the account of the Swingline Lender. If such Swingline Loan bears interest at a rate other than the Base Rate, such Swingline Loan shall automatically become a Base Rate Loan on the effective date of any such participation and interest shall become payable on demand.

(d) Each Lender's obligation to make a Base Rate Loan pursuant to Section 2.5(b) or to purchase the participating interests pursuant to Section

-----  
2.5(c) shall be absolute and unconditional and shall not be affected by any

-----  
circumstance, including without limitation (i) any setoff, counterclaim, recoupment, defense or other right that such Lender or any other Person may have or claim against the Swingline Lender, the Borrower or any other Person for any reason whatsoever, (ii) the existence of a Default or an Event of Default or the termination of any Lender's Revolving Commitment, (iii) the existence (or alleged existence) of any event or condition which has had or could reasonably be expected to have a Material Adverse Effect, (iv) any breach of this Agreement or any other Loan Document by the Borrower, the Administrative Agent or any Lender or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing. If such amount is not in fact made available to the Swingline Lender by any Lender, the Swingline Lender shall be entitled to recover such amount on demand from such Lender, together with accrued interest thereon for each day from the date of demand thereof at the Federal Funds Rate. Until such time as such Lender makes its required payment, the Swingline Lender shall be deemed to continue to have outstanding Swingline Loans in the amount of the unpaid participation for all purposes of the Loan Documents. In addition, such Lender shall be deemed to have assigned any and all payments made of principal and interest on its Loans and any other amounts due to it hereunder, to the Swingline Lender to fund the amount of such Lender's participation interest in such Swingline Loans that such Lender failed to fund pursuant to this Section, until such amount has been purchased in full.

#### Section 2.6. Competitive Bid Borrowings.

-----  
(a) Competitive Bid Option. Subject to the terms and conditions set forth herein, from time to time during the Availability Period, the Borrower (for itself or on behalf of any Designated Borrower) may request the Lenders to submit Competitive Bids. Each Lender may, but shall have no obligation to, make such Competitive Bids, and the Borrower may (for itself or on behalf of any Designated Borrower), but shall have no obligation to, accept any such Competitive Bids. At no time shall the number of Competitive Bid Borrowings outstanding under this Section 2.6 exceed six in any case, and at no time shall

-----  
(i) the sum of the Dollar Equivalent of the aggregate principal amount of outstanding Competitive Bid Loans plus the Dollar Equivalent of the aggregate

Revolving Credit Exposures of all Lenders exceed the Aggregate Revolving Commitments or (ii) the Dollar Equivalent of the aggregate principal amount of the outstanding Revolving Loans and Competitive Bid Loans of all Lenders that have been funded in a Foreign Currency exceed the Foreign Currency Sublimit. A Lender's Competitive Bid Loans shall not be deemed to constitute usage of such Lender's Revolving Commitment.

(b) Competitive Bid Requests. The Borrower (for itself or on behalf of any Designated Borrower) may request Competitive Bids by delivering a duly completed Competitive Bid Request to the Administrative Agent in writing (or by telephone, immediately confirmed in writing), not later than 12:00 noon (x) one (1) Business Day prior to the proposed date of the related Competitive Bid Fixed Rate Borrowing, or (y) three (3) Business Days prior to the proposed date of the related Competitive Bid Eurocurrency Borrowing. Each Competitive Bid Request shall specify (i) the proposed date of such Borrowing (which shall be a Business Day), (ii) the identity of the Borrower or Designated Borrower and the country (which shall be reasonably satisfactory to the Administrative Agent) from which the Borrower or Designated Borrower will make such Borrowing, (iii) the aggregate amount of such Borrowing (which shall be in a minimum principal amount of \$5,000,000 (or, if applicable, the Dollar Equivalent thereof in the Foreign Currency in which such Competitive Bid Eurocurrency Borrowing is denominated) or a larger multiple of \$1,000,000) (or, if applicable, the Dollar Equivalent thereof in the Foreign Currency in which such Competitive Bid Eurocurrency Borrowing is denominated), (iv) if such Borrowing is a Eurocurrency Borrowing, the requested currency and duration of the Interest Period or Interest Periods applicable thereto (subject to the provisions of the definition of Interest Period), and (v) whether the Competitive Bids requested are to set forth a Competitive Bid Margin or a Fixed Rate. A Competitive Bid Request which does not conform substantially to the form of Exhibit 2.6-A may be rejected by the

-----  
Administrative Agent in its sole discretion, and the Administrative Agent shall promptly notify the Borrower of such rejection by telecopy. The Borrower (for itself or on behalf of any Designated Borrower) may request Competitive Bids for up to three (3) different Interest Periods in each Competitive Bid Request; provided, that the request for each separate Interest Period shall be deemed to

-----  
be a separate Competitive Bid Request for a separate Competitive Bid Borrowing. No Competitive Bid Request shall be given within five (5) Business Days of any other Competitive Bid Request, unless any and all such previous Competitive Bid Requests shall have been withdrawn or all Competitive Bids received in response thereto rejected. Promptly after its receipt of a Competitive Bid Request which is not rejected as aforesaid, the Administrative Agent shall promptly notify each Lender the details thereof by telecopy, inviting the Lenders to submit Competitive Bids, in a notice substantially similar to the form of Exhibit

-----  
2.6-B.  
-----

(c) Competitive Bids.

(i) Each Lender may, but shall have no obligation to, submit one or more Competitive Bids, each containing an irrevocable offer to make a Competitive Bid Loan in response to a Competitive Bid Request; provided, that if

-----  
the Borrower's Competitive Bid Request (for itself or on behalf of any Designated Borrower) specified more than one Interest Period, such Lender may make a single submission containing a separate offer for each Interest Period and each such separate offer shall be deemed to be a separate Competitive Bid. Each Competitive Bid by a Lender must be received by the Administrative Agent by telecopy not later than (x) in the case of a Competitive Bid

Eurocurrency Borrowing, 10:30 a.m. on the third Business Day prior to the proposed date of Borrowing, and (y) in the case of an Competitive Bid Fixed Rate Borrowing, 9:00 a.m. on the day of the proposed Borrowing; provided, that if the

-----

Administrative Agent (or any Affiliate of the Administrative Agent) elects to submit a Competitive Bid in its capacity as a Lender, it shall submit such Competitive Bid directly to the Borrower at least 15 minutes prior to the deadline for the other Lenders.

(ii) Each Competitive Bid shall specify (A) the principal amount (which shall be a minimum principal amount of \$5,000,000 (or the Dollar Equivalent thereof in the Foreign Currency in which such Competitive Bid Loan is denominated) or a larger multiple of \$1,000,000) (or the Dollar Equivalent thereof in the Foreign Currency in which such Competitive Bid Loan is denominated) of each Competitive Bid Loan and the Interest Period applicable thereto and the aggregate principal amount of all Competitive Bid Loans for all Interest Periods (which principal amount may be greater than the Revolving Commitment of such Lender but which may not exceed the aggregate principal amount of Competitive Bid Loans for each Interest Period for which Competitive Bid Requests were requested) and (B) the Competitive Bid Rate or Rates at which such Lender is prepared to make such Loan or Loans (expressed as a percentage rate per annum in the form of a decimal to no more than four decimal places). Competitive Bids that do not conform substantially to Exhibit 2.6-C may be

-----

rejected by the Administrative Agent, and the Administrative Agent shall notify the applicable Lender as promptly as possible.

(iii) No Competitive Bid shall contain qualifying, conditional or similar language or propose terms other than or in addition to those set forth in the applicable Competitive Bid Request, and in particular, no Competitive Bid may be conditioned upon the acceptance by the Borrower (for itself or on behalf of any Designated Borrower) of all (or some specified minimum) of the principal amount of the Competitive Bid Loan for which the Competitive Bid was made.

(iv) After the Competitive Bids have been submitted, the Administrative Agent shall promptly notify by telecopy the Borrower of (A) the aggregate principal amount of the Competitive Bid Borrowing for which offers have been received and (B) the principal amounts and Competitive Bid Rates so offered by each Lender (and the identity of such Lender).

(d) Acceptance by Borrower. Subject only to the provisions of this paragraph, the Borrower (for itself or on behalf of any Designated Borrower) may accept or reject any Competitive Bid. The Borrower (for itself or on behalf of any Designated Borrower) shall notify the Administrative Agent by telephone, confirmed by telecopy in a form approved by the Administrative Agent, whether and to what extent it has decided to accept or reject each Competitive Bid, in the case of a Eurocurrency Competitive Bid Borrowing, not later than 12:30 p.m. three Business Days before the date of the proposed Competitive Bid Borrowing, and in the case of a Fixed Rate Borrowing, not later than 11:00 a.m. on the proposed date of the Competitive Bid Borrowing; provided, that (i) the failure

-----

of the Borrower to give such notice shall be deemed to be a rejection of each Competitive Bid, (ii) the Borrower (for itself or on behalf of any Designated Borrower) shall not accept a Competitive Bid made at a particular Competitive Bid Rate if the Borrower rejects a Competitive Bid made at a lower Competitive Bid Rate, (iii) the aggregate amount of the Competitive Bids accepted by the Borrower (for itself or on behalf of any Designated Borrower) shall not exceed the

aggregate amount of the requested Competitive Bid Borrowing specified in the related Competitive Bid Request, (iv) to the extent necessary to comply with clause (iii) above, the Borrower (for itself or on behalf of any Designated Borrower) may accept Competitive Bids at the same Competitive Bid Rate in part, which acceptance, in the case of multiple Competitive Bids at such Competitive Bid Rate, shall be made pro rata in accordance with the amount of each such Competitive Bid, and (v) except pursuant to clause (iv) above, no Competitive Bid shall be accepted for a Competitive Bid Loan unless such Competitive Loan is in a minimum principal amount of \$5,000,000 (or the Dollar Equivalent thereof in the Foreign Currency in which such Competitive Bid Loan is denominated) and an integral multiple of \$1,000,000 (or the Dollar Equivalent thereof in the Foreign Currency in which such Competitive Bid Loan is denominated); provided, further,

-----  
that if a Competitive Bid Loan must be in an amount less than \$5,000,000 (or the Dollar Equivalent thereof in the Foreign Currency in which such Competitive Bid Loan is denominated) because of the provisions of clause (iv) above, such Competitive Bid Loan may be for a minimum of \$1,000,000 (or the Dollar Equivalent thereof in the Foreign Currency in which such Competitive Bid Loan is denominated) or any integral multiple thereof, and in calculating the pro rata allocation of acceptances of portions of multiple Competitive Bids at a particular Competitive Bid Rate pursuant to clause (iv) the amounts shall be rounded to integral multiples of \$1,000,000 (or the Dollar Equivalent thereof in the Foreign Currency in which such Competitive Bid Loan is denominated) in a manner determined by the Borrower. A notice given by the Borrower (whether for itself or on behalf of any Designated Borrower) pursuant to this paragraph shall be irrevocable.

(e) The Administrative Agent shall promptly notify by telecopy each Lender that made a Competitive Bid whether its Competitive Bid was accepted (and if so, the amount and the Competitive Bid Rate so accepted), and each successful bidding Lender will thereupon become bound, subject to the terms and conditions hereof, to make the Competitive Bid Loan in respect of which its Competitive Bid was accepted. Upon determination by the Administrative Agent of the Adjusted LIBOR applicable to any Competitive Bid Eurocurrency Borrowing, to be made by a Lender pursuant to a Competitive Bid which has been accepted, the Administrative Agent shall notify the Borrower (for itself or on behalf of any Designated Borrower) and such Lender of such applicable Adjusted LIBOR. With respect to Competitive Bid Eurocurrency Loans, each such Lender shall, not later than 11:00 a. m. on the date specified for the making of such Competitive Bid Loan, make the amount of such Loan available to the Administrative Agent at the Payment Office in immediately available funds for the account of the Borrower or any Designated Borrower and the amount so received by the Administrative Agent shall be made available to the Borrower or any Designated Borrower in immediately available funds at the account specified by the Borrower or any Designated Borrower to the Administrative Agent not later than 1:00 p.m. on such date. The amount so received by the Administrative Agent shall be made available to the Borrower on such date by depositing the same, in immediately available funds, not later than 4:00 p.m. at the account specified by the Borrower or any Designated Borrower to the Administrative Agent

Section 2.7. Multi-Currency Borrowings. The Borrower may request

-----  
funding of Eurocurrency Borrowings in any applicable Foreign Currency; provided, however, that no Eurocurrency Borrowings denominated in the French Franc, Italian Lira, Deutschmark, Dutch Gilder, or Spanish Peseta will be made after September 30, 2001. Any such Eurocurrency Loans denominated in the French Franc, Italian Lira, Deutschmark, Dutch Gilder or Spanish Peseta

outstanding on September 30, 2001 shall be immediately repaid by the Borrower or Designated Borrower, as the case may be (and may then be reborrowed in Euros).

Section 2.8. Funding of Borrowings.  
-----

(a) Each Lender will make available each Borrowing in Dollars of Eurocurrency Loans and Competitive Bid Fixed Rate Loans to be made by it hereunder on the proposed date thereof by wire transfer in immediately available funds by 11:00 a.m. to the Administrative Agent at the Payment Office; provided,

-----  
that the Swingline Loans will be made as set forth in Section 2.5. If such

-----  
Borrowing is a Eurocurrency Borrowing denominated in a Foreign Currency, not later than 2:00 p.m. (local time at the bank where the applicable Foreign Currency Payment Account is maintained) each Lender will make available its Pro Rata Share of such Borrowing, in funds immediately available in the applicable Foreign Currency Payment Account for the benefit of the Administrative Agent and according to the payment instructions of the Administrative Agent. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts that it receives, in like funds by the close of business on such proposed date, to an account maintained by the Borrower with the Administrative Agent or at the Borrower's option, by effecting a wire transfer of such amounts to an account designated by the Borrower to the Administrative Agent.

(b) Unless the Administrative Agent shall have been notified by any Lender prior to 5 p.m. one (1) Business Day prior to the date of a Borrowing in which such Lender is participating that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such date, and the Administrative Agent, in reliance on such assumption, may make available to the Borrower on such date a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender on the date of such Borrowing, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Lender together with interest at a rate per annum equal to the Administrative Agent's cost of funds for such amount for up to two (2) days and thereafter at the rate specified for such Borrowing. If such Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify the Borrower, and the Borrower shall immediately pay such corresponding amount to the Administrative Agent together with interest at the rate specified for such Borrowing. Nothing in this subsection shall be deemed to relieve any Lender from its obligation to fund its Pro Rata Share of any Borrowing hereunder or to prejudice any rights which the Borrower may have against any Lender as a result of any default by such Lender hereunder.

(c) All Revolving Borrowings shall be made by the Lenders on the basis of their respective Pro Rata Shares. No Lender shall be responsible for any default by any other Lender in its obligations hereunder, and each Lender shall be obligated to make its Loans provided to be made by it hereunder, regardless of the failure of any other Lender to make its Loans hereunder.

Section 2.9. Interest Elections; Conversions; Continuations.  
-----

(a) Each Borrowing initially shall be of the Type specified in the applicable Notice of Borrowing, and in the case of a Eurocurrency Borrowing, shall have an initial Interest Period as specified in such Notice of Borrowing. Thereafter, the Borrower may elect to convert such Borrowing into a different Type or to continue such Borrowing (subject to satisfaction of any conditions applicable to Borrowings of that Type), and in the case of a Eurocurrency Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section 2.9 shall NOT apply to Eurocurrency Borrowings denominated in a Foreign

-----  
Currency (other than continuations in the same Foreign Currency which shall be permitted), Competitive Bid Borrowings or Swingline Borrowings, which may not be converted or continued.

(b) To make an election pursuant to this Section, the Borrower shall give the Administrative Agent prior written notice (or telephonic notice promptly confirmed in writing) of each Borrowing (a "Notice of Conversion/Continuation") that is to be converted or continued, as the case may be, (x) prior to 12:00 noon one (1) Business Day prior to the requested date of a conversion into a Base Rate Borrowing and (y) prior to 12:00 noon three (3) Business Days prior to a continuation of or conversion into a Eurocurrency Borrowing. Each such Notice of Conversion/Continuation shall be irrevocable and shall specify (i) the Borrowing to which such Notice of Continuation/Conversion applies and if different options are being elected with respect to different portions thereof, the portions thereof that are to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) shall be specified for each resulting Borrowing); (ii) the effective date of the election made pursuant to such Notice of Continuation/Conversion, which shall be a Business Day, (iii) whether the resulting Borrowing is to be a Base Rate Borrowing or a Eurocurrency Borrowing; and (iv) if the resulting Borrowing is to be a Eurocurrency Borrowing, the requested currency which shall be the same currency as the original Borrowing and the duration of the Interest Period applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of "Interest Period". If any such Notice of Continuation/Conversion requests a Eurocurrency Borrowing but does not specify an Interest Period, the Borrower shall be deemed to have selected an Interest Period of one month. The principal amount of any resulting Borrowing shall satisfy the minimum borrowing amount for Eurocurrency Borrowings and Base Rate Borrowings set forth in Section 2.3.

-----  
(c) If, on the expiration of any Interest Period in respect of any Eurocurrency Borrowing, the Borrower shall have failed to deliver a Notice of Conversion/Continuation, then, unless such Borrowing is repaid as provided herein, the Borrower shall be deemed to have elected to convert such Borrowing to a Base Rate Borrowing. No Borrowing may be converted into, or continued as, a Eurocurrency Borrowing if a Default or an Event of Default exists, unless the Administrative Agent and each of the Lenders shall have otherwise consented in writing. No conversion of any Eurocurrency Loans shall be permitted except on the last day of the Interest Period in respect thereof.



(d) Upon receipt of any Notice of Conversion/Continuation, the Administrative Agent shall promptly notify each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

Section 2.10. Optional Reduction and Termination of Commitments.  
-----

(a) Unless previously terminated, all Revolving Commitments shall terminate on the Commitment Termination Date, except that the Swingline Commitment shall terminate on the Swingline Termination Date.

(b) Upon at least three (3) Business Days' prior written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent (which notice shall be irrevocable), the Borrower may reduce the Aggregate Revolving Commitments in part or terminate the Aggregate Revolving Commitments in whole; provided, that (i) any partial reduction shall apply to reduce proportionately and permanently the Revolving Commitment of each Lender, (ii) any partial reduction pursuant to this Section 2.10 shall be in an amount of at least \$5,000,000 and any larger multiple of \$1,000,000, and (iii) no such reduction shall be permitted which would reduce the Aggregate Revolving Commitments to an amount less than the Dollar Equivalent of the outstanding Revolving Credit Exposures of all Lenders (determined in accordance with Section 10.14) plus the Dollar Equivalent of the outstanding principal amount of all Competitive Bid Loans (determined in accordance with Section 10.14).  
-----

Section 2.11. Repayment of Loans.  
-----

(a) The outstanding principal amount of all Revolving Loans shall be due and payable (together with accrued and unpaid interest thereon) on the Commitment Termination Date; provided, however, the outstanding principal amount of all Eurocurrency Loans denominated in a Foreign Currency shall be due and payable (together with accrued and unpaid interest thereon) on the last day of the Interest Period.

(b) The principal amount of each Competitive Bid Borrowing shall be due and payable (together with accrued and unpaid interest thereon) on the earlier of (i) the last day of the Interest Period applicable to such Borrowing and (ii) the Commitment Termination Date.

(c) The principal amount of each Swingline Borrowing shall be due and payable (together with accrued interest thereon) on the earlier of (i) the last day of the Interest Period applicable to such Borrowing and (ii) the Swingline Termination Date.

(d) On each date on which the Aggregate Revolving Commitments are reduced pursuant to Section 2.10, the Borrower shall repay or prepay such principal amount of the outstanding Loans, if any (together with interest accrued thereon), as may be necessary so that after such repayment or payment the Dollar Equivalent of the aggregate outstanding Revolving Loans (determined in accordance with Section 10.14) do not exceed the Aggregate Revolving Commitments as then reduced.

(e) If the Administrative Agent determines that, as of any Calculation Date, (i) the sum of the Dollar Equivalent of the aggregate principal amount of outstanding Revolving Loans, Swingline Loans, Competitive Bid Loans and LC Exposures exceeds 105% of the Aggregate Revolving Commitment then in effect, or (ii) the sum of the Dollar Equivalent of the aggregate principal amount of outstanding Revolving Loans and Competitive Bid Loans denominated in a Foreign Currency exceeds 105% of the Foreign Currency Sublimit, then, in either case, the Borrower shall prepay Revolving Loans and/or Competitive Bid Loans in an aggregate amount sufficient to eliminate such excess no later than the second Business Day following such notice. Promptly upon determining the need to make any such prepayment, the Administrative Agent shall notify the Borrower of such required prepayment and of the identity of the particular Revolving Loans and/or Competitive Bid Loans to be prepaid. Any mandatory prepayment of Revolving Loans and/or Competitive Bid Loans pursuant hereto shall not be limited by the notice provision for prepayment set forth in Section 2.13. Each such prepayment shall be accompanied by a payment of all accrued and unpaid interest on the Loans prepaid and any applicable breakage fees and funding losses pursuant to Section 2.20.

Section 2.12. Evidence of Indebtedness. (a) Each Lender shall

-----  
maintain in accordance with its usual practice appropriate records evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable thereon and paid to such Lender from time to time under this Agreement. The Administrative Agent shall maintain appropriate records in which shall be recorded (i) the Revolving Commitment of each Lender, (ii) the amount and currency of each Loan made hereunder by each Lender, the Class and Type thereof and the Interest Period applicable thereto, (iii) the date of each continuation thereof pursuant to Section 2.9, (iv) the date of each conversion of all or a

-----  
portion thereof to another Type pursuant to Section 2.9, (v) the date and amount

-----  
of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder in respect of such Loans and (vi) both the date and amount of any sum received by the Administrative Agent hereunder from the Borrower in respect of the Loans and each Lender's Pro Rata Share thereof. The entries made in such records shall be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded; provided, that

-----  
the failure or delay of any Lender or the Administrative Agent in maintaining or making entries into any such record or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans (both principal and unpaid accrued interest) of such Lender in accordance with the terms of this Agreement.

(b) At the request of any Lender (including the Swingline Lender) at any time, the Borrower agrees that it will execute and deliver to such Lender a Revolving Credit Note, and/or a Competitive Bid Note and, in the case of the Swingline Lender only, a Swingline Note, payable to the order of such Lender.

Section 2.13. Optional Prepayments.

-----  
(a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing, in whole or in part, without premium or penalty, by giving irrevocable written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent no later than (i)

in the case of prepayment of any Eurocurrency Borrowing, 12:00 noon not less than three (3) Business Days prior to any such prepayment, (ii) in the case of any prepayment of any Base Rate Borrowing, not less than one Business Day prior to the date of such prepayment, and (iii) in the case of Swingline Borrowings, prior to 12:00 noon on the date of such prepayment. Each such notice shall be irrevocable and shall specify the proposed date of such prepayment and the principal amount of each Borrowing or portion thereof to be prepaid. Upon receipt of any such notice, the Administrative Agent shall promptly notify each affected Lender of the contents thereof and of such Lender's Pro Rata Share of any such prepayment. If such notice is given, the aggregate amount specified in such notice shall be due and payable on the date designated in such notice, together with accrued interest to such date on the amount so prepaid in accordance with Section 2.14(e); provided, that if a Eurocurrency Borrowing is

prepaid on a date other than the last day of an Interest Period applicable thereto, the Borrower shall also pay all amounts required pursuant to Section

2.20. Each partial prepayment of any Loan (other than a Swingline Loan) shall be

in an amount that would be permitted in the case of an advance of a Revolving Borrowing of the same Type pursuant to Section 2.3 or in the case of a Swingline

Loan pursuant to Section 2.5. Each prepayment of a Borrowing shall be applied

ratably to the Loans comprising such Borrowing.

(b) The Borrower may not prepay any Competitive Bid Loan except with the prior written consent of the affected Lender.

Section 2.14. Interest on Loans.

(a) The Borrower shall pay interest (i) on each Base Rate Loan at the Base Rate in effect from time to time, and (ii) on each Eurocurrency Loan at the Adjusted LIBOR for the applicable Interest Period in effect for such Loan, plus, in each case, the Applicable Margin in effect from time to time.

(b) The Borrower shall pay interest (i) on each Competitive Bid Eurocurrency Loan at the Adjusted LIBOR for the applicable Interest Period in effect for such Loan, plus (or minus) the Competitive Bid Margin quoted by the Lender making such Loan pursuant to Section 2.6(c) and accepted by the Borrower

pursuant to Section 2.6(d), and (ii) on each Competitive Bid Fixed Rate Loan, at

the Fixed Rate quoted by the Lender making such Loan pursuant to Section 2.6(c)

and accepted by the Borrower pursuant to Section 2.6(d).

(c) The Borrower shall pay interest on each Swingline Loan at the Swingline Rate in effect from time to time.

(d) While an Event of Default exists or after acceleration, at the option of the Required Lenders, the Borrower shall pay interest ("Default Interest") with respect to all Eurocurrency Loans and Competitive Bid Fixed Rate Loans at the rate otherwise applicable for the then-current Interest Period plus an additional 2% per annum until the last day of such Interest Period, and thereafter, and with respect to all Base Rate Loans (including all Swingline Loans) and all other Obligations hereunder (other than Loans), at an all-in rate in effect for Base Rate Loans, plus an additional 2% per annum.

(e) Interest on the principal amount of all Loans shall accrue from and including the date such Loans are made to but excluding the date of any repayment thereof. Interest on all outstanding Base Rate Loans shall be payable quarterly in arrears on the last day of each March, June, September and December and on the Commitment Termination Date. Interest on all outstanding Eurocurrency Loans and all outstanding Competitive Bid Fixed Rate Loans shall be payable on the last day of each Interest Period applicable thereto, and, in the case of any Eurocurrency Loans and Competitive Bid Fixed Rate Loans having an Interest Period in excess of three months or 90 days, respectively, on each day which occurs every three months or 90 days, as the case may be, after the initial date of such Interest Period, and on the Commitment Termination. Interest on each Swingline Loan shall be payable on the maturity date of such Loan, which shall be the last day of the Interest Period applicable thereto, and on the Swingline Termination Date. Interest on any Loan which is converted into a Loan of another Type or which is repaid or prepaid shall be payable on the date of such conversion or on the date of any such repayment or prepayment (on the amount repaid or prepaid) thereof. All Default Interest shall be payable on demand.

(f) The Administrative Agent shall determine each interest rate applicable to the Loans hereunder and shall promptly notify the Borrower and the Lenders of such rate in writing (or by telephone, promptly confirmed in writing). Any such determination shall be conclusive and binding for all purposes, absent manifest error.

Section 2.15. Fees.  
-----

(a) The Borrower shall pay to the Administrative Agent for its own account fees in the amounts and at the times previously agreed upon by the Borrower and the Administrative Agent.

(b) Facility Fee. The Borrower agrees to pay to the Administrative Agent for the account of each Lender a facility fee, which shall accrue at the Applicable Percentage (determined daily in accordance with Schedule I) on the daily amount of the Revolving Commitment (whether used or unused) of such Lender from the Execution Date through the Commitment Termination Date; provided, that -----  
if such Lender continues to have any Revolving Credit Exposure after the Commitment Termination Date, then the facility fee shall continue to accrue from and after the Commitment Termination Date to the date that all of such Lender's Revolving Credit Exposure has been paid in full. Accrued facility fees shall be payable in arrears on the last day of each March, June, September and December of each year and on the Commitment Termination Date, commencing on the first such date after the Execution Date; provided, further, that any facility fees -----  
-----  
accruing after the Commitment Termination Date shall be payable on demand.

(c) Letter of Credit Fees. The Borrower agrees to pay (i) to the Administrative Agent, for the account of each Lender, a letter of credit fee with respect to its participation in each Letter of Credit, which shall accrue at the Applicable Percentage then in effect on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) attributable to such Letter of Credit during the period from and including the date of issuance of such Letter of Credit to but excluding the date on which such Letter expires or is drawn in full (including without limitation any LC Exposure that remains outstanding after the

Commitment Termination Date) and (ii) to the Issuing Bank for its own account a fronting fee, which shall accrue at the rate of 0.125% per annum on the average daily amount of the LC Exposure (excluding any portion thereof attributable to Unreimbursed LC Disbursements) during the Availability Period (or until the date that such Letter of Credit is irrevocably cancelled, whichever is later), as well as the Issuing Bank's standard fees with respect to issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder.

(d) Payments. Accrued fees shall be payable quarterly in arrears on the last day of each of March, June, September and December, commencing on September 30, 2001 and on the Commitment Termination Date (and if later, the date the Loans and LC Exposure shall be repaid in their entirety).

Section 2.16. Computation of Interest and Fees. Interest based on

-----  
the prime lending rate hereunder shall be computed on the basis of a year of 365 days (or 366 days in a leap year) and paid for the actual number of days elapsed (including the first day but excluding the last day). All other interest and all fees shall be computed on the basis of a year of 360 days (except for any Eurocurrency Loans outstanding in British pounds sterling, which shall be computed on the basis of a year of 365 or 366 days, as the case may be) and paid for the actual number of days elapsed (including the first day but excluding the last day). Each determination by the Administrative Agent of an interest amount or fee hereunder shall be made in good faith and, except for manifest error, shall be final, conclusive and binding for all purposes.

Section 2.17. Inability to Determine Interest Rates. If prior to the

-----  
commencement of any Interest Period for any Eurocurrency Borrowing,

(i) the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrower) that, by reason of circumstances affecting the relevant interbank market, adequate means do not exist for ascertaining the LIBOR Rate for such Interest Period, or

(ii) the Administrative Agent shall have received notice from the Required Lenders (or in the case of a Eurocurrency Competitive Bid Loan, the Lender required to make such Loan) that the Adjusted LIBOR does not adequately and fairly reflect the cost to such Lenders (or Lender, as the case may be) of making, funding or maintaining their (or its, as the case may be) Eurocurrency Loans for such Interest Period,

the Administrative Agent shall give written notice (or telephonic notice, promptly confirmed in writing) to the Borrower and to the Lenders (or in the case of a Eurocurrency Competitive Bid Loan, the affected Lender) as soon as practicable thereafter. In the case of a Eurocurrency Competitive Bid Borrowing, the related Competitive Bid Request shall be cancelled and the Lender or Lenders shall not have any obligation to make such Eurocurrency Competitive Bid Borrowing. In the case of Eurocurrency Loans, until the Administrative Agent shall notify the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) the obligations of the Lenders to make Eurocurrency Revolving Loans or to continue or convert outstanding Loans as or into Eurocurrency Loans shall be suspended and (ii) all such affected Loans shall automatically, on the

last day of the then current Interest Period applicable thereto unless the Borrower or the applicable Designated Borrower prepays such Loans in accordance with this Agreement, (A) if such Loans are Eurocurrency Loans, be converted into Base Rate Loans and (B) if such Loans are Eurocurrency Loans denominated in a Foreign Currency, be exchanged for the Dollar Equivalent thereof and converted into Base Rate Loans. Unless the Borrower notifies the Administrative Agent at least one Business Day before the date of any Eurocurrency Revolving Borrowing for which a Notice of Revolving Borrowing has previously been given that it elects not to borrow on such date, then such Revolving Borrowing shall be made as a Base Rate Borrowing.

Section 2.18. Illegality. If any Change in Law shall make it  
-----

unlawful or impossible for any Lender to make, maintain or fund any Eurocurrency Loan and such Lender shall so notify the Administrative Agent, the Administrative Agent shall promptly give notice thereof to the Borrower and the other Lenders, whereupon until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such suspension no longer exist, the obligation of such Lender to make Eurocurrency Revolving Loans or to continue or convert outstanding Loans as or into Eurocurrency Loans shall be suspended. In the case of the making of a Eurocurrency Revolving Borrowing, such Lender's Revolving Loan shall be made as a Base Rate Loan as part of the same Revolving Borrowing for the same Interest Period and if the affected Eurocurrency Loan is then outstanding, such Loan shall be converted to a Base Rate Loan either (i) on the last day of the then current Interest Period applicable to such Eurocurrency Loan if such Lender may lawfully continue to maintain such Loan to such date or (ii) immediately if such Lender shall determine that it may not lawfully continue to maintain such Eurocurrency Loan to such date. In the case of the making of a Eurocurrency Revolving Borrowing denominated in a Foreign Currency, such Lender's Revolving Loan shall be made as a Base Rate Loan as part of the same Revolving Borrowing for the same Interest Period and if the affected Loan is then outstanding, such Loan shall be exchanged for the Dollar Equivalent thereof and converted to a Base Rate Loan either (i) on the last day of the then current Interest Period applicable to such Loan if such Lender may lawfully continue to maintain such Loan to such date or (ii) immediately if such Lender shall determine that it may not lawfully continue to maintain such Loan to such date. Notwithstanding the foregoing, the affected Lender shall, prior to giving such notice to the Administrative Agent, designate a different Applicable Lending Office if such designation would avoid the need for giving such notice and if such designation would not otherwise be disadvantageous to such Lender in the good faith exercise of its discretion.

Section 2.19. Increased Costs.  
-----

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement that is not otherwise included in the determination of the Adjusted LIBOR hereunder against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBOR ) or the Issuing Bank; or

(ii) impose on any Lender or on the Issuing Bank or the eurocurrency interbank market any other condition affecting this Agreement or any Eurocurrency Loans made by such Lender or any Letter of Credit or any participation therein;

and the result of the foregoing is to increase the cost to such Lender of making, converting into, continuing or maintaining a Eurocurrency Loan, or to increase the cost to such Lender or the Issuing Bank of participating in or issuing any Letter of Credit or to reduce the amount received or receivable by such Lender or the Issuing Bank hereunder (whether of principal, interest or any other amount), then the Borrower shall promptly pay, upon written notice from and demand by such Lender on the Borrower (with a copy of such notice and demand to the Administrative Agent), to the Administrative Agent for the account of such Lender, within five Business Days after the date of such notice and demand, additional amount or amounts sufficient to compensate such Lender or the Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or the Issuing Bank shall have determined that on or after the date of this Agreement any Change in Law regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's or the Issuing Bank's capital (or on the capital of such Lender's or the Issuing Bank's parent corporation) as a consequence of its obligations hereunder or under or in respect of any Letter of Credit to a level below that which such Lender or the Issuing Bank or such Lender's or the Issuing Bank's parent corporation could have achieved but for such Change in Law (taking into consideration such Lender's or the Issuing Bank's policies or the policies of such Lender's or the Issuing Bank's parent corporation with respect to capital adequacy) then, from time to time, within five (5) Business Days after receipt by the Borrower of written demand by such Lender (with a copy thereof to the Administrative Agent), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender or the Issuing Bank or such Lender's or the Issuing Bank's parent corporation for any such reduction suffered.

(c) If and so long as any Lender is required to make special deposits with the Bank of England, to maintain reserve asset ratios or to pay fees, in each case in respect of such Lender's Eurocurrency Loans denominated in any Foreign Currency, such Lender may require the Borrower to pay, contemporaneously with each payment of interest on each of such Loans, additional interest on such Loan at a rate per annum equal to the Mandatory Costs Rate calculated in accordance with the formula and in the manner set forth in Exhibit 2.19 hereto.

-----

(d) If and so long as any Lender is required to comply with reserve assets, liquidity, cash margin or other requirements of any monetary or other authority (including any such requirement imposed by the European Central Bank or the European System of Central Banks, but excluding requirements reflected in the Statutory Reserve Rate or the Mandatory Costs Rate) in respect of any of such Lender's Eurocurrency Loans denominated in a Foreign Currency, such Lender may require the Borrower to pay, contemporaneously with each payment of interest on each of such Loans subject to such requirements, additional interest on such Loan at a rate per annum specified by such Lender to be the cost to such Lender of complying with such requirement in relation to such Loan.

(e) A certificate of a Lender or the Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or the Issuing Bank or such Lender's or the Issuing Bank's parent corporation, as the case may be, specified in paragraph (a), (b), (c) or (d) of this Section shall be delivered to the Borrower (with a copy to the Administrative Agent) and shall be conclusive, absent manifest error. The Borrower shall pay any such Lender or the Issuing Bank, as the case may be, such amount or amounts within 10 days after receipt thereof.

(f) Failure or delay on the part of any Lender or the Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or the Issuing Bank's right to demand such compensation; provided, that the Borrower shall not be required to compensate a Lender or the Issuing Bank under this Section for any increased costs or reductions incurred more than 120 days prior to the date that such Lender or the Issuing Bank notifies the Borrower of such increased costs or reductions and of such Lender's or the Issuing Bank's intention to claim compensation therefor.

Section 2.20. Funding Indemnity. In the event of (a) the payment of

-----  
any principal of a Eurocurrency Loan or a Competitive Bid Fixed Rate Loan other than on the last day of the Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion or continuation of a Eurocurrency Loan other than on the last day of the Interest Period applicable thereto, (c) the failure by the Borrower to borrow, prepay, convert or continue any Eurocurrency Loan on the date specified in any applicable notice (regardless of whether such notice is withdrawn or revoked), or (d) the failure by the Borrower to borrow any Competitive Bid Loan after accepting the Competitive Bid to make such Loan, then, in any such event, the Borrower shall compensate each Lender, within five (5) Business Days after written demand from such Lender, for any loss, cost or expense attributable to such event. In the case of a Eurocurrency Loan, such loss, cost or expense shall be deemed to include an amount determined by such Lender to be the excess, if any, of (A) the amount of interest that would have accrued on the principal amount of such Eurocurrency Loan if such event had not occurred at the Adjusted LIBOR applicable to such Eurocurrency Loan for the period from the date of such event to the last day of the then current Interest Period therefor (or in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Eurocurrency Loan) over (B) the amount of interest that would accrue on the principal amount of such Eurocurrency Loan for the same period if the Adjusted LIBOR were set on the date such Eurocurrency Loan was prepaid or converted or the date on which the Borrower failed to borrow, convert or continue such Eurocurrency Loan. In the case of a Competitive Bid Fixed Rate Loan, such compensation shall include the amount of such losses, costs or expenses as the Lender which made such Competitive Bid Fixed Rate Loan may reasonably incur by reason of such prepayment or failure to borrow, including any such losses, costs or expenses incurred in obtaining, liquidating or employing deposits from third parties. A certificate as to any additional amount payable under this Section 2.20 submitted to the Borrower by any Lender shall be conclusive, absent manifest error.

Section 2.21. Taxes.

-----  
(a) Any and all payments by or on account of any obligation of the Borrower or any Designated Borrower hereunder shall be made free and clear of and without deduction for any



Indemnified Taxes or Other Taxes; provided, that if the Borrower or any

-----  
Designated Borrower shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, any Lender or the Issuing Bank (as the case may be) shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower or such Designated Borrower shall make such deductions and (iii) the Borrower or such Designated Borrower shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Borrower or any Designated Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) The Borrower or any Designated Borrower shall indemnify the Administrative Agent, each Lender and the Issuing Bank, within five (5) Business Days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent, such Lender or the Issuing Bank, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower or any Designated Borrower hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or the Issuing Bank, or by the Administrative Agent on its own behalf or on behalf of a Lender or the Issuing Bank, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower or any Designated Borrower to a Governmental Authority, the Borrower or such Designated Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Each Foreign Lender shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Borrower as will permit all payments under this Agreement to be made without withholding. Without limiting the generality of the foregoing, each Foreign Lender agrees that it will deliver to the Administrative Agent and the Borrower (or in the case of a Participant, to the Lender from which the related participation shall have been purchased) (i) two (2) duly completed copies of Internal Revenue Service Form W-8ECI or W-8BEN, or any successor form thereto, as the case may be, certifying in each case that such Foreign Lender is entitled to receive payments made by the Borrower or any Designated Borrower hereunder and under the Notes payable to it, without deduction or withholding of any United States federal income taxes and (ii) a duly completed Internal Revenue Service Form W-8 or W-9, or any successor form thereto, as the case may be, to establish an exemption from United State backup withholding tax. Each such Foreign Lender shall deliver to the Borrower and

the Administrative Agent such forms on or before the date that it becomes a party to this Agreement (or in the case of a Participant, on or before the date such Participant purchases the related participation). In addition, each such Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Lender. Each such Lender shall promptly notify the Borrower and the Administrative Agent at any time that it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the U.S. taxing authorities for such purpose) which notice shall create in Borrower the right to replace such Lender pursuant to Section 2.23 hereof.

-----

(f) Each Lender agrees upon the request of the Borrower and at the Borrower's expense to complete, accurately and in a manner reasonably satisfactory to the Borrower and the Administrative Agent, and to execute, arrange for any required certification of, and deliver to the Borrower (with a copy to the Administrative Agent) (or to such government or taxing authority as the Borrower or Administrative Agent reasonably directs), any other form or document that may be required under the laws of any jurisdiction outside the United States to allow the Borrower or any Designated Borrower to make a payment under this Agreement or the other Loan Documents without any deduction or withholding for or on account of any taxes of the type described in Section 2.21

-----

hereof or with any such deduction or withholding for or on account of such taxes at a reduced rate, in each case so long as such Lender is (i) legally entitled to provide such certification and deliver such form or document and (ii) such action is consistent with its overall tax policies and is not otherwise, in the judgment of such Lender, impractical or disadvantageous in any material respect to such Lender.

(g) Notwithstanding any provision of Section 2.21 above to the

-----

contrary, the Borrower shall not have any obligations to pay any taxes or to indemnify any Lender for such taxes pursuant to this Section 2.21 to the extent

-----

that such taxes result from (i) the failure of any Bank to comply with its obligations pursuant to Section 2.21(f) or (ii) any representation made on Form

-----

1001, 4224 or W-8 or successor applicable form or certification by any Lender incurring such taxes proving to have been incorrect, false or misleading in any material respect when so made or deemed to be made or (iii) such Lender changing its Applicable Lending Office to a jurisdiction in which such taxes arise, except to the extent in the judgment of such Lender such change was required by the terms of this Agreement.

(h) To the extent that the payment of any Lender's Indemnified Taxes or Other Taxes by the Borrower hereunder gives rise from time to time to a Tax Benefit to such lender in any jurisdiction other than the jurisdiction which imposed such Indemnified Taxes or Other Taxes, such Lender shall pay to the Borrower the amount of each such Tax Benefit so recognized or received. The amount of each Tax Benefit and, therefore, payment to the Borrower will be determined from time to time by the relevant Lender in its sole discretion, which determination shall be binding and conclusive on all parties hereto. Each such payment will be due and payable by such Lender to the Borrower within a reasonable time after the filing of the tax return in which such Tax Benefit is recognized or, in the case of any tax refund, after the refund is received; provided, however, if at any time thereafter such Lender is required to rescind such Tax Benefit or such Tax Benefit is otherwise disallowed or nullified, the Borrower shall promptly, after notice thereof from such Lender, repay to such Lender the amount of such Tax Benefit previously paid to such Lender and which has been

rescinded, disallowed or nullified. For purposes hereof, the term "Tax Benefit" shall mean the amount by which any Lender's income tax liability for the taxable period in question is reduced below what would have been payable had the Borrower not been required to pay such Lender's taxes hereunder.

Section 2.22. Payments Generally; Pro Rata Treatment; Sharing of

Set-offs.  
-----

(a) The Borrower or any Designated Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.19,

-----  
2.20 or 2.21, or otherwise) (i) prior to 12:00 noon, in the case of payments in

-----  
Dollars, and (ii) no later than the close of business (at the bank where the applicable Foreign Currency Payment Account is maintained) in the case of payments in a Foreign Currency, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at the Payment Office or at the applicable Foreign Currency Payment Account, as the case may be, except payments to be made directly to the Issuing Bank or Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.19, 2.20 and 2.21 and 10.3 shall be made directly to the Persons

-----  
entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be made payable for the period of such extension. All payments hereunder shall be made in Dollars; provided, however, that all payments of principal and interest with respect to Eurocurrency Loans denominated in a Foreign Currency shall be made in the Foreign Currency in which the related Loan was made. If the Borrower or any Designated Borrower is unable for any reason to effect payment in a Foreign Currency as required by this Agreement or if the Borrower or any Designated Borrower shall default on a Eurocurrency Loan denominated in a Foreign Currency, each Lender may, through the Administrative Agent, require such payment to be made in Dollars in the Dollar Equivalent amount of such payment. In the case in which the Borrower or any Designated Borrower shall make such payment in Dollars, the Borrower or such Designated Borrower agrees to hold such Lender harmless from any loss incurred by such Lender arising from any change in the value of Dollars in relation to such Foreign Currency between the date such payment became due and the date of payment thereof.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Revolving Loans or participations in LC Disbursements or Swingline Loans that would result in such Lender receiving payment of a greater proportion of the aggregate amount of its Revolving Loans and participations in LC Disbursements and Swingline Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Revolving Loans and participations in LC Disbursements and Swingline Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Revolving Loans and participations in LC Disbursements and Swingline Loans; provided, that (i) if

-----  
any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements or Swingline Loans to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Bank hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Bank, as the case may be, the amount or amounts due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.5(b), 2.24(c) or (d), 2.8(b), 2.22(d) or 10.3(d),  
-----  
then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

Section 2.23. Mitigation of Obligations; Replacement of Lenders.  
-----

(a) If any Lender requests compensation under Section 2.19, or if

-----  
the Borrower or any Designated Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.21, then such Lender shall use reasonable efforts to

-----  
designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the sole judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable under Section 2.19 or Section 2.21, as the case may be, in the future and (ii) would

-----  
not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower and any Designated Borrower hereby agrees to pay all costs and expenses incurred by any Lender in connection with such designation or assignment.

(b) If any Lender requests compensation under Section 2.19, or if

-----  
the Borrower is required to pay any additional amount to any Lender or any Governmental Authority of the account of any Lender pursuant to Section 2.21, or

-----  
any Lender is unable to make Eurocurrency Loans for the reasons set forth in Section 2.18 or because it is unwilling to accept a proposed Designated Borrower

-----  
because it is unwilling or unable to obtain additional licenses or franchises to enable it to make such requested Loan or if any Lender defaults in its obligation to fund Loans hereunder, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions set forth in Section 10.4(b) all its interests,

-----  
rights and obligations under this Agreement (other than any outstanding Competitive Bid Loans held by such Lender) to an assignee that shall assume such obligations (which assignee may be another Lender); provided, that (i) the

-----  
Borrower shall have received the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal amount of all Loans (other than any outstanding Competitive Bid Loans) owed to it, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (in the case of such outstanding principal and accrued interest) and from the Borrower (in the case of all other amounts) and (iii) in the case of a claim for compensation under Section 2.19 or payments required to

-----  
be made pursuant to Section 2.21, such assignment will result in a reduction in

-----  
such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

Section 2.24. Letters of Credit.

-----  
(a) During the Availability Period, the Issuing Bank, in reliance upon the agreements of the other Lenders pursuant to Section 2.24(d), agrees to

-----  
issue, at the request of the Borrower, Letters of Credit for the account of the Borrower on the terms and conditions hereinafter set forth; provided, that (i)

-----  
each Letter of Credit shall be a standby letter of credit which shall expire on the earlier of (A) the date one year after the date of issuance of such Letter of Credit (or in the case of any renewal or extension thereof, one year after such renewal or extension) and (B) the date that is five (5) Business Days prior to the Commitment Termination Date; (ii) each Letter of Credit shall be in a stated amount of at least \$500,000; and (iii) the Borrower may not request any Letter of Credit, if, after giving effect to such issuance (A) the aggregate LC Exposure would exceed the LC Commitment or (B) the aggregate IC Exposure, plus

-----  
the aggregate outstanding Revolving Loans

of all Lenders, plus the outstanding Swingline Loans, plus the outstanding

-----  
Competitive Bid Loans would exceed the Aggregate Revolving Commitments. Upon the issuance of each Letter of Credit each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Issuing Bank without recourse a participation in such Letter of Credit equal to such Lender's Pro Rata Share of the aggregate amount available to be drawn under such Letter of Credit. Each issuance of a Letter of Credit shall be deemed to utilize the Revolving Commitment of each Lender by an amount equal to the amount of such participation.

(b) To request the issuance of a Letter of Credit (or any amendment, renewal or extension of an outstanding Letter of Credit), the Borrower shall give the Issuing Bank and the Administrative Agent irrevocable written notice at least three (3) Business Days prior to the requested date of such issuance specifying the date (which shall be a Business Day) such Letter of Credit is to be issued (or amended, extended or renewed, as the case may be), the expiration date of such Letter of Credit, the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. In addition to the satisfaction of the conditions in Article III, the issuance of such Letter of Credit (or any amendment which increases the amount of such Letter of Credit) will be subject to the further conditions that such Letter of Credit shall be in such form and contain such terms as the Issuing Bank shall approve and that the Borrower shall have executed and delivered any additional applications, agreements and instruments relating to such Letter of Credit as the Issuing Bank shall reasonably require; provided, that in the event of any  
-----  
conflict between such applications, agreements or instruments and this Agreement, the terms of this Agreement shall control.

(c) At least two Business Days prior to the issuance of any Letter of Credit, the Issuing Bank will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received such notice and if not, the Issuing Bank will provide the Administrative Agent with a copy thereof. Unless the Issuing Bank has received notice from the Administrative Agent on or before the Business Day immediately preceding the date the Issuing Bank is to issue the requested Letter of Credit (1) directing the Issuing Bank not to issue the Letter of Credit because such issuance is not then permitted hereunder because of the limitations set forth in Section 2.24(a) or that one or  
-----  
more conditions specified in Article III are not then satisfied, then, subject to the terms and conditions hereof, the Issuing Bank shall, on the requested date, issue such Letter of Credit in accordance with the Issuing Bank's usual and customary business practices.

(d) The Issuing Bank shall examine all documents purporting to represent a demand for payment under a Letter of Credit promptly following its receipt thereof. The Issuing Bank shall notify the Borrower and the Administrative Agent of such demand for payment and whether the Issuing Bank has made or will make a LC Disbursement thereunder; provided, that any failure to  
-----  
give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse the Issuing Bank and the Lenders with respect to such LC Disbursement. The Borrower shall be irrevocably and unconditionally obligated to reimburse the Issuing Bank for any LC Disbursements paid by the Issuing Bank in respect of such drawing, without presentment, demand or other formalities of any kind. Unless the Borrower shall have notified the Issuing Bank and the Administrative Agent prior to 11:00 a.m. on the Business Day immediately prior to the date on which such drawing is honored that the Borrower intends to reimburse the Issuing Bank for the

amount of such drawing in funds other than from the proceeds of Revolving Loans, the Borrower shall be deemed to have timely given a Notice of Revolving Borrowing to the Administrative Agent requesting the Lenders to make a Base Rate Borrowing on the date on which such drawing is honored in an exact amount due to the Issuing Bank; provided, that for purposes solely of such Borrowing, the

-----  
conditions precedents set forth in Section 3.2 hereof shall not be applicable.  
-----

The Administrative Agent shall notify the Lenders of such Borrowing in accordance with Section 2.3, and each Lender shall make the proceeds of its Base

-----  
Rate Loan included in such Borrowing available to the Administrative Agent for the account of the Issuing Bank in accordance with Section 2.8. The proceeds of

-----  
such Borrowing shall be applied directly by the Administrative Agent to reimburse the Issuing Bank for such LC Disbursement.

(e) If for any reason a Base Rate Borrowing may not be (as determined in the sole discretion of the Administrative Agent), or is not, made in accordance with the foregoing provisions, then each Lender (other than the Issuing Bank) shall be obligated to fund the participation that such Lender purchased pursuant to subsection (a) in an amount equal to its Pro Rata Share of such LC Disbursement on and as of the date which such Base Rate Borrowing should have occurred. Each Lender's obligation to fund its participation shall be absolute and unconditional and shall not be affected by any circumstance, including without limitation (i) any setoff, counterclaim, recoupment, defense or other right that such Lender or any other Person may have against the Issuing Bank or any other Person for any reason whatsoever, (ii) the existence of a Default or an Event of Default or the termination of the Aggregate Revolving Commitments, (iii) any adverse change in the condition (financial or otherwise) of the Borrower or any of its Subsidiaries, (iv) any breach of this Agreement by the Borrower or any other Lender, (v) any amendment, renewal or extension of any Letter of Credit or (vi) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing. On the date that such participation is required to be funded, each Lender shall promptly transfer, in immediately available funds, the amount of its participation to the Administrative Agent for the account of the Issuing Bank. Whenever, at any time after the Issuing Bank has received from any such Lender the funds for its participation in a LC Disbursement, the Issuing Bank (or the Administrative Agent on its behalf) receives any payment on account thereof, the Administrative Agent or the Issuing Bank, as the case may be, will distribute to such Lender its Pro Rata Share of such payment; provided, that if such payment is required

-----  
to be returned for any reason to the Borrower or to a trustee, receiver, liquidator, custodian or similar official in any bankruptcy proceeding, such Lender will return to the Administrative Agent or the Issuing Bank any portion thereof previously distributed by the Administrative Agent or the Issuing Bank to it.

(f) To the extent that any Lender shall fail to pay any amount required to be paid pursuant to paragraph (d) of this Section 2.24 on the due

-----  
date therefor, such Lender shall pay interest to the Issuing Bank (through the Administrative Agent) on such amount from such due date to the date such payment is made at a rate per annum equal to the Federal Funds Rate; provided, that if

-----  
such Lender shall fail to make such payment to the Issuing Bank within three (3) Domestic Business Days of such due date, then, retroactively to the due date, such Lender shall be obligated to pay interest on such amount at the Default Rate.

(g) If any Event of Default shall occur and be continuing, on the Domestic Business Day that the Borrower receives notice from the Administrative Agent or the Required

Lenders demanding the deposit of cash collateral pursuant to this paragraph, the Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders, an amount in cash equal to the LC Exposure as of such date plus any accrued and unpaid interest thereon; provided, that the obligation to deposit such cash collateral

-----  
shall become effective immediately, and such deposit shall become immediately due and payable, with demand or notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in clause (g) or (h) of Section 8.1. Such deposit shall be held by the Administrative Agent as

-----  
collateral in an interest bearing account (which account shall be chosen in the sole discretion of the Administrative Agent and at the Borrower's risk and expense) for the payment and performance of the obligations of the Borrower under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Interest and profits on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the Issuing Bank for LC Disbursements for which it had not been reimbursed and to the extent so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated, with the consent of the Required Lenders, be applied to satisfy other obligations of the Borrower under this Agreement. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not so applied as aforesaid) shall be returned to the Borrower within three (3) Domestic Business Days after all Events of Default have been cured or waived.

(h) Promptly following the end of each fiscal quarter, the Issuing Bank shall deliver (through the Administrative Agent) to each Lender and the Borrower a report describing the aggregate Letters of Credit outstanding at the end of such fiscal quarter. Upon the request of any Lender from time to time, the Issuing Bank shall deliver to such Lender any other information reasonably requested by such Lender with respect to each Letter of Credit then outstanding.

(i) The Borrower's obligation to reimburse LC Disbursements hereunder shall be absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under all circumstances whatsoever and irrespective of any of the following circumstances:

(i) Any lack of validity or enforceability of any Letter of Credit or this Agreement;

(ii) The existence of any claim, set-off, defense or other right which the Borrower or any Subsidiary or Affiliate of the Borrower may have at any time against a beneficiary or any transferee of any Letter of Credit (or any Persons or entities for whom any such beneficiary or transferee may be acting), any Lender (including the Issuing Bank) or any other Person, whether in connection with this Agreement or the Letter of Credit or any document related hereto or thereto or any unrelated transaction;



(iii) Any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect;

(iv) Payment by the Issuing Bank under a Letter of Credit against presentation of a draft or other document to the Issuing Bank that does not comply with the terms of such Letter of Credit;

(v) Any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder; or

(vi) The existence of a Default or an Event of Default.

Neither the Administrative Agent, the Issuing Bank, the Lenders nor any Related Party of any of the foregoing shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to above), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Bank; provided, that nothing in this Agreement, any Letter of Credit or any other Loan Document shall be construed to excuse the Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by the Issuing Bank's failure to exercise care when determining whether drafts or other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree, that in the absence of gross negligence or willful misconduct on the part of the Issuing Bank (as finally determined by a court of competent jurisdiction), the Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented that appear on their face to be in substantial compliance with the terms of a Letter of Credit, the Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

Unless otherwise expressly agreed by the Issuing Bank and the Borrower when a Letter of Credit is issued and subject to applicable laws, performance under Letters of Credit by the Issuing Bank, its correspondents, and the beneficiaries thereof will be governed by the rules of the "International Standby Practices 1998" (ISP98) (or such later revision as may be published by the Institute of International Banking Law & Practice on any date any Letter of Credit may be issued) and to the extent not inconsistent therewith, the governing law of this Agreement set forth in Section 10.5.

-----

Section 2.25 Addition and Release of Designated Borrowers. Any of

-----  
the Borrower's Wholly-Owned Subsidiaries, which are Consolidated Subsidiaries and otherwise reasonably acceptable to the Administrative Agent and their respective successors and permitted assigns (whether existing on the Funding Date or acquired or created thereafter) (individually, a "Designated Borrower" and collectively, the "Designated Borrowers") may elect to become a Designated Borrower hereunder at any time after delivering ten (10) Business Days' prior written notice thereof to the Administrative Agent and the Lenders and by executing and delivering to the Administrative Agent (which is accepted by the Administrative Agent) for delivery to each of the Lenders (i) an original Designated Borrower Acknowledgment and Agreement in the form of Exhibit H,

-----  
thereby becoming a party to this Agreement, (ii) the other items described in such Acknowledgment and Agreement, including, without limitation, the Notes described therein and (iii) an opinion letter of counsel acceptable to the Administrative Agent dated as of the date of such Acknowledgment and Agreement which cover substantially the opinions set forth in the forms of opinion attached as Exhibit G-1 and Exhibit G-2 and covering such additional matters

-----  
relating to the transactions contemplated hereby as the Administrative Agent or any Lender may reasonably request, including, without limitation, with respect to Borrowers located in jurisdictions outside of the State of Georgia, opinions regarding the Designated Borrowers comparable to those delivered on the Funding Date and confirming that the provisions of Section 10.5 are enforceable against

-----  
such Designated Borrower under the laws applicable to such jurisdiction. Any Designated Borrower may elect to be released as a Designated Borrower hereunder at any time upon (i) payment in full of all Loans outstanding to such Borrower in immediately available funds (including any amounts owed in connection therewith under Sections 2.19, 2.20 and 2.21 and (ii) execution and delivery by

-----  
such Designated Borrower to the Administrative Agent of an original Designated Borrower Notice of Withdrawal in the form of Exhibit I. Borrower hereby

-----  
acknowledges that, among other things, the Administrative Agent may refuse to approve any proposed Designated Borrower if the proposed Designated Borrower is incorporated in a foreign jurisdiction and as a result thereof the making of any Loan to such Designated Borrower would require the Administrative Agent or any Lender to obtain additional licenses or franchises which such Person does not possess at the time of the requested Loan.

Section 2.26. Extension of Commitments.

-----  
(a) The Borrower may, by written notice to the Administrative Agent (which shall promptly deliver a copy to each of the Lenders), given not more than one hundred twenty (120) days nor less than sixty (60) days prior to the first and second anniversary of the Execution Date, request that the Lenders extend the then scheduled Commitment Termination Date (the "Existing Date") for

-----  
an additional one-year period. Each Lender shall, by notice to the Borrower and the Administrative Agent given within fifteen (15) Business Days after the Borrower gives such notice, advise the Borrower and the Administrative Agent whether or not such Lender consents to the extension request (and any Lender which does not respond during such 15-Business-Day period shall be deemed to have advised the Borrower that it will not agree to such extension).

(b) In the event that, on the 15th Business Day after Borrower gives the notice described in subsection (a) above, not all of the Lenders shall have agreed to extend their Revolving Commitments, the Borrower shall notify each of the consenting Lenders ("Consenting Lenders") of

the amount of the Revolving Commitments of the non-extending Lenders ("Non-Consenting Lenders") and each of such Consenting Lenders shall, by notice

-----  
to the Borrower and the Administrative Agent given within ten (10) Business Days after receipt of such notice, advise the Administrative Agent and Borrower whether or not such Lender wishes to purchase all or a portion of the Revolving Commitments of the Non-Consenting Lenders (and any Lender which does not respond during such 10-Business-Day period shall be deemed to have rejected such offer). In the event that more than one Consenting Lender agrees to purchase all or a portion of such Revolving Commitments, the Borrower and the Administrative Agent shall allocate such Revolving Commitments among such Consenting Lenders so as to preserve, to the extent possible, the relative pro rata shares of the Consenting Lenders of the Revolving Commitments prior to such extension request. If Consenting Lenders do not elect to assume all of the Revolving Commitments of the Non-Consenting Lenders, the Borrower shall have the right to arrange for one or more banks or other lending institutions (any such bank or lending institution being called a "New Lender"), to purchase the Revolving Commitment

-----  
of any Non-Consenting Lender. Each Non-Consenting Lender shall assign its Revolving Commitment and the Loans outstanding hereunder to the Consenting Lender or New Lender purchasing such Revolving Commitment in accordance with Section 10.4, in return for payment in full of all principal, interest and other amounts owing to such Non-Consenting Lender hereunder, on or before the Existing Date and, as of the effective date of such assignment, shall no longer be a party hereto, provided that each New Lender shall be subject to the approval of the Administrative Agent (which approval shall not be unreasonably withheld). If (and only if) all of the Lenders (including New Lenders) holding Revolving Commitments representing at least 60% of the Aggregate Revolving Commitments on the date of such extension shall have agreed in accordance with the terms hereof to such extension (the "Continuing Lenders"), then (i) the Commitment Termination Date shall be extended for one additional year from the Existing Date and (ii) the Commitment of any Non-Consenting Lender which has not been assigned to a Consenting Lender or a New Lender shall terminate (with the result that the amount of the Aggregate Revolving Commitments shall be decreased by the amount of such Revolving Commitment), and all Loans of such Non-Consenting Lender shall become due and payable, together with all interest accrued thereon and all other amounts owed to such Non-Consenting Lender hereunder, on the Existing Date applicable to such Lender without giving effect to any extension of the Commitment Termination Date.

(c) The effective date of any extension of the Commitment Termination Date shall be the date on which 60% of the Continuing Lenders have agreed to such extension in accordance with the terms of Section 2.26(b).

(d) The extension by the Swing Line Lender of its Revolving Commitment pursuant to this Section 2.26. shall automatically extend the Swingline Commitment.

(e) The Borrower understands that this Section has been included in this Agreement for the Borrower's convenience in requesting an extension and acknowledges that none of the Lenders nor the Administrative Agent has promised (either expressly or impliedly), nor has any obligation or commitment whatsoever, to extend the Commitment Termination Date at any time.

ARTICLE III

CONDITIONS PRECEDENT TO LOANS AND LETTERS OF CREDIT  
-----

Section 3.1. Conditions To Effectiveness. The obligations of the  
-----

Lenders (including the Swingline Lender) to make Loans and the obligation of the Issuing Bank to issue any Letter of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 10.2).  
-----

(a) On the Funding Date, the Administrative Agent shall have received all fees and other amounts due and payable (other than those previously paid on or prior to the Execution Date), including reimbursement or payment of all out-of-pocket expenses (including reasonable fees, charges and disbursements of counsel to the Administrative Agent) required to be reimbursed or paid by the Borrower hereunder, under any other Loan Document and under any agreement with the Administrative Agent or SunTrust Equitable Securities Corporation, as Arranger.

(b) The Administrative Agent (or its counsel) shall have received the following:

(i) on or prior to the Funding Date, a counterpart of this Agreement signed by or on behalf of each party thereto or written evidence satisfactory to the Administrative Agent (which may include telecopy transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement;

(ii) on or prior to the Funding Date, duly executed Notes payable to such Lender;

(iii) on or prior to the Funding Date, a duly executed Subsidiary Guaranty Agreement and Indemnity and Contribution Agreement from each Subsidiary Loan Party ;

(iv) on or prior to the Execution Date, a certificate of the Secretary or Assistant Secretary of the Borrower, attaching and certifying copies of its bylaws and of the resolutions of its boards of directors, authorizing the execution, delivery and performance of the Loan Documents to which it is a party and certifying the name, title and true signature of each officer of the Borrower executing the Loan Documents to which it is a party;

(v) on or prior to the Execution Date, certified copies of the articles of incorporation or other charter documents of the Borrower, together with certificates of good standing or existence, as may be available from the Secretary of State of the jurisdiction of incorporation of the Borrower and each other jurisdiction where the Borrower has its principal place of business;

(vi) on or prior to the Funding Date, a favorable written opinion of Kilpatrick Stockton LLP, counsel to the Loan Parties, addressed to the Administrative Agent and each of the Lenders, substantially in the form attached hereto as Exhibit G-1 hereof, and a favorable written  
-----

opinion of the general counsel of the Loan Parties addressed to the

Administrative Agent and each of the Lenders, substantially in the form attached hereto as Exhibit G-2;

-----

(vii) on or prior to the Funding Date, a certificate of the Secretary or Assistant Secretary of the Borrower and each of the Subsidiary Loan Parties, attaching and certifying copies of its bylaws and of the resolutions of its boards of directors, authorizing the execution, delivery and performance of the Loan Documents to which it is a party and certifying the name, title and true signature of each officer of such Loan Party executing the Loan Documents to which it is a party;

(viii) on or prior to the Funding Date, certified copies of the articles of incorporation or other charter documents of the Borrower and each of the Subsidiary Loan Parties, together with certificates of good standing or existence, as may be available from the Secretary of State of the jurisdiction of incorporation of such Loan Party and each other jurisdiction where such Loan Party has its principal place of business;

(ix) on the Funding Date, a certificate, dated the Funding Date and signed by a Responsible Officer of the Borrower, confirming, among other things, compliance with the conditions of Section 3.1 and

-----

compliance with the conditions set forth in paragraphs (a), (b) and (c) of Section 3.2;

-----

(x) on or prior to the Funding Date, duly executed Notices of Borrowing, if applicable;

(xi) on or prior to the Funding Date, delivery of certified copy of the resolutions adopted by the respective boards of directors of the Borrower and Equifax, approving the Spin-off and Spin-off Payment;

(xii) on or prior to the Funding Date, delivery of certified copies of all consents, approvals, authorizations, registrations, or filings required to be made or obtained by the Borrower and all Subsidiary Loan Parties in connection with the Loan Documents, the Spin-off, the Spin-off Payment, and the other transactions contemplated herein, including without limitation, the Form 10 Filing and the Information Statement;

(xiii) The pro forma financial condition of the Borrower and its Subsidiaries as of the Spin-off Closing Date (including the pro forma consolidated balance sheet), after giving effect to the Spin-off and the Spin-off Payment, is consistent in all material respects with the pro forma financial statements for the Borrower and its Subsidiaries included in the Form 10 Filing and Information Statement; and

(xiv) Administrative Agent shall have received such other documents, certificates or information with respect to the Borrower and any Subsidiary Loan Party guarantor and/or the Spin-off, as it or the Required Lenders may reasonably request.

(c) No actions, suits or other legal proceedings shall be pending

or, to the

knowledge of the Borrower, threatened, against or affecting the Borrower or any of its Consolidated Subsidiaries or Equifax (i) which challenge or contest the validity of the Spin-off or payment of the Spin-off Payment and which, singly, or in the aggregate, could be reasonably expected to have a Material Adverse Effect or (ii) which seek to enjoin or restrain the consummation of the Loan Documents, the Spin-off or the payment of the Spin-off Payment.

(d) The Borrower and Equifax shall have made arrangements to pay the Spin-off Payment and effect the Spin-off, with the effectiveness of the Spin-off to occur no later than 11:59 p.m. one Business Day following the Funding Date, subject to no conditions or requirements other than the issuance of shares of the Borrower to the shareholders of Equifax as described in the Form 10 Filing and the passage of time (and the funding of such dividend with initial advances under the Loan Documents), and otherwise on terms consistent in all material respects with the terms of the Form 10 Filing and the Information Statement.

(e) Since December 31, 2000, there shall have occurred no events, acts, conditions or occurrences of whatever nature, singly or in the aggregate, that have had, or are reasonably expected to have, a Material Adverse Effect.

(f) Neither the Spin-off nor payment of the Spin-off Payment shall cause or result in the occurrence of any default or event of default under any material indebtedness of the Borrower or Equifax after giving effect to any consents obtained in connection with the Spin-off, or require any prepayment, repurchase or redemption of any indebtedness governed thereby, and the Borrower shall not be liable for the payment of any material indebtedness of Equifax.

(g) The Borrower shall have a Senior Debt Rating of at least Baa3 issued by Moody's.

Section 3.2. Each Credit Event. The obligation of each Lender to

-----  
make a Loan on the occasion of any Borrowing and of the Issuing Bank to issue, amend, renew or extend any Letter of Credit is subject to the satisfaction of the following conditions:

(a) at the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default or Event of Default shall exist; and

(b) all representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct in all material respects on and as of the date of such Borrowing or the date of issuance, amendment, extension or renewal of such Letter of Credit, in each case before and after giving effect thereto (except for such representations and warranties that expressly relate to a prior date); and

(c) since the date of the most recent financial statements of the Borrower described in Section 5.1(a), there shall have been no change which has  
-----  
had or could reasonably be expected to have a Material Adverse Effect.

Each Borrowing and each issuance, amendment, extension or renewal of any Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (a), (b) and (c) of this Section 3.2.

-----  
Section 3.3. Delivery of Documents. All of the Loan Documents,

-----  
certificates, legal opinions and other documents and papers referred to in this Article III, unless otherwise specified, shall be delivered to the Administrative Agent for the account of each of the Lenders and, except for the Notes, in sufficient counterparts or copies for each of the Lenders and shall be in form and substance satisfactory in all respects to the Administrative Agent.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES  
-----

The Borrower represents and warrants to the Administrative Agent and each Lender as follows:

Section 4.1. Existence; Power. The Borrower and each of its

-----  
Consolidated Subsidiaries (i) is duly organized, validly existing and in good standing as a corporation under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to carry on its business as now conducted, and (iii) is duly qualified to do business, and is in good standing, in each jurisdiction where such qualification is required, except where a failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect.

Section 4.2. Organizational Power; Authorization. The execution,

-----  
delivery and performance by each Loan Party of the Loan Documents to which it is a party are within such Loan Party's organizational powers and have been duly authorized by all necessary organizational, and if required, stockholder, action. This Agreement has been duly executed and delivered by the Borrower, and constitutes, and each other Loan Document to which any Loan Party is a party, when executed and delivered by such Loan Party, will constitute, valid and binding obligations of the Borrower or such Loan Party (as the case may be), enforceable against it in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

Section 4.3. Governmental Approvals; No Conflicts. The execution,

-----  
delivery and performance by the Borrower of this Agreement, and by each Loan Party of the other Loan Documents to which it is a party (a) do not require any consent or approval of, registration or filing with, or any action by, any Governmental Authority, except those as have been obtained or made and are in full force and effect or where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, (b) will not violate any applicable law or regulation or any order of any Governmental Authority which could reasonably be expected to have a Material Adverse Effect, (c) will not violate the charter, by-laws or other organizational documents of the Borrower or any of its Consolidated Subsidiaries, (d) will not violate or result in a default

under any indenture, material agreement or other material instrument binding on the Borrower or any of its Consolidated Subsidiaries or any of its assets or give rise to a right thereunder to require any payment to be made by the Borrower or any of its Consolidated Subsidiaries and (e) will not result in the creation or imposition of any Lien on any asset of the Borrower or any of its Consolidated Subsidiaries, except Liens (if any) created under the Loan Documents.

Section 4.4. Financial Statements. The Borrower has furnished to  
-----

each Lender (i) the audited combined balance sheet of the payment services division of Equifax (the "Division") (which is being reorganized as the Borrower and its Subsidiaries as of the Spin-off Closing Date) as of December 31, 2000 and the related combined statements of income, changes in shareholders' equity and cash flows for the fiscal year then ended prepared by Arthur Andersen LLP and (ii) the unaudited combined balance sheet of the Division as at the end of March 31, 2001, and the related unaudited combined statements of income and cash flows for the fiscal quarter and year-to-date period then ending, certified by a Responsible Officer. Such financial statements fairly present in all material respects the combined financial condition of the Division as of such dates and the combined results of operations for such periods in conformity with GAAP consistently applied, subject to year end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii). Since December 31, 2000, there have been no changes with respect to the Borrower and its Subsidiaries which have had or could reasonably be expected to have, singly or in the aggregate, a Material Adverse Effect.

Section 4.5. Litigation and Environmental Matters.  
-----

(a) No litigation, investigation or proceeding of or before any arbitrators or Governmental Authorities is pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Consolidated Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination that could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect or (ii) which in any manner challenges the validity or enforceability of this Agreement or any other Loan Document.

(b) Except for the matters set forth on Schedule 4.5 and except for  
-----

matters which could not reasonably be expected to have a Material Adverse Effect, neither the Borrower nor any of its Consolidated Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability in each case.

Section 4.6. Compliance with Laws and Agreements. Except where  
-----

non-compliance, either singly or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, the Borrower and each Consolidated Subsidiary is in compliance with (a) all applicable laws, rules, regulations and orders of any Governmental Authority, and (b) all indentures, agreements or other instruments binding upon it or its properties,.



Section 4.7. Investment Company Act, Etc. Neither the Borrower nor

-----  
any of its Consolidated Subsidiaries is (a) an "investment company", as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended, (b) a "holding company" as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935, as amended or (c) otherwise subject to any other regulatory scheme limiting its ability to incur debt.

Section 4.8. Taxes. The Borrower and its Consolidated Subsidiaries

-----  
have timely filed or caused to be filed all Federal income tax returns and all other material tax returns that are required to be filed by them, and have paid all taxes shown to be due and payable on such returns or on any assessments made against it or its property and all other taxes, fees or other charges imposed on it or any of its property by any Governmental Authority, except (i) to the extent the failure to do so would not have a Material Adverse Effect or (ii) where the same are currently being contested in good faith by appropriate proceedings and for which the Borrower or such Consolidated Subsidiary, as the case may be, has set aside on its books adequate reserves.

Section 4.9. Margin Regulations. None of the proceeds of any of the

-----  
Loans or Letters of Credit will be used for "purchasing" or "carrying" any "margin stock" with the respective meanings of each of such terms under Regulation U as now and from time to time hereafter in effect or for any purpose that violates the provisions of the applicable Margin Regulations.

Section 4.10. ERISA. No ERISA Event has occurred or is reasonably

-----  
expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of Statement of Financial Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than \$5,000,000 the fair market value of the assets of such Plan, and the present value of all accumulated benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than \$5,000,000 the fair market value of the assets of all such underfunded Plans.

Section 4.11. Ownership of Property.

-----  
(a) Each of the Borrower and its Consolidated Subsidiaries has good title to, or valid leasehold interests in, all of its real and personal property material to the operation of its business, except for any such failure that, individually or in the aggregate, would not have a Material Adverse Effect.

(b) Each of the Borrower and its Consolidated Subsidiaries owns, or is licensed, or otherwise has the right, to use, all patents, trademarks, service marks, tradenames, copyrights and other intellectual property material to its business, and the use thereof by the Borrower and its Consolidated Subsidiaries does not infringe on the rights of any other Person, except for any such infringements that, individually or in the aggregate, would not have a Material Adverse Effect.

Section 4.12. Disclosure. The Borrower has disclosed to the Lenders

-----  
all agreements, instruments, and corporate or other restrictions to which the Borrower or any of its Consolidated Subsidiaries is subject, and all other matters known to any of them, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. Neither the Information Memorandum nor any of the reports (including without limitation all reports that the Borrower is required to file with the Securities and Exchange Commission), financial statements, certificates or other information furnished by or on behalf of the Borrower to the Administrative Agent or any Lender in connection with the negotiation or syndication of this Agreement or any other Loan Document or delivered hereunder or thereunder (as modified or supplemented by any other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, taken as a whole, in light of the circumstances under which they were made, not misleading.

Section 4.13. Labor Relations. There are no strikes, lockouts or

-----  
other material labor disputes or grievances against the Borrower or any of its Consolidated Subsidiaries, or, to the Borrower's knowledge, threatened against or affecting the Borrower or any of its Consolidated Subsidiaries, and no significant unfair labor practice, charges or grievances are pending against the Borrower or any of its Consolidated Subsidiaries, or to the Borrower's knowledge, threatened against any of them before any Governmental Authority that could reasonably be expected to have a Material Adverse Effect.

Section 4.14. Subsidiaries. As of the Funding Date, Schedule 4.14

-----  
sets forth the name of, the ownership interest of the Borrower in, the jurisdiction of incorporation of, and the type of, each Subsidiary and identifies each Subsidiary that is a Subsidiary Loan Party.

Section 4.15. Spin-off. The Spin-off and the Spin-off Payment and

-----  
all other related transactions comply in all material respects with all applicable laws and regulations, including without limitation, federal and state securities laws and regulations, and all organizational documents of the Borrower and Equifax. The Spin-off and Spin-off Payment and related transactions have been, or will be not later than 11:59 p.m. one Business Date following the Funding Date, consummated in all material respects in accordance with the terms and conditions set forth in the Form 10 Filing and Information Statement. Neither the Spin-off nor payment of the Spin-off Payment shall cause or result in the occurrence of any default or event of default under any material indebtedness of the Borrower or Equifax after giving effect to any consents obtained in connection with the Spin-off, or require any prepayment, repurchase or redemption of any indebtedness governed thereby, and the Borrower shall not be liable for any payment of any material indebtedness of Equifax.

Section 4.16. Indebtedness at Funding Date. As of the Funding

-----  
Date, the Borrower and its Consolidated Subsidiaries have no Indebtedness except as set forth on Schedule 4.16.  
-----

ARTICLE V

AFFIRMATIVE COVENANTS  
-----

The Borrower covenants and agrees that, from and after the Funding Date, so long as any Lender has a Commitment hereunder or the principal of and interest on any Loan or any fee or any LC Disbursement remains unpaid or any Letter of Credit remains outstanding:

Section 5.1. Financial Statements and Other Information. The

-----  
Borrower will deliver to the Administrative Agent:

(a) as soon as available and in any event within 90 days after the end of each fiscal year of Borrower, a copy of the annual audited report for such fiscal year for the Borrower and its Subsidiaries, containing a consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such fiscal year and the related consolidated statements of income, stockholders' equity and cash flows (together with all footnotes thereto) of the Borrower and its Subsidiaries for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and reported on by Arthur Andersen LLP or other independent public accountants of nationally recognized standing (without a "going concern" or like qualification, exception or explanation and without any qualification or exception as to scope of such audit) to the effect that such financial statements present fairly in all material respects the financial condition and the results of operations of the Borrower and its Subsidiaries for such fiscal year on a consolidated basis in accordance with GAAP and that the examination by such accountants in connection with such consolidated financial statements has been made in accordance with generally accepted auditing standards;

(b) as soon as available and in any event within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, an unaudited consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such fiscal quarter and the related unaudited consolidated statements of income and cash flows of the Borrower and its Subsidiaries for such fiscal quarter and the then elapsed portion of such fiscal year, setting forth in each case in comparative form the figures for the corresponding quarter and the corresponding portion of Borrower's previous fiscal year, all certified by the chief financial officer or treasurer of the Borrower as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with the delivery of the financial statements referred to in clauses (a) and (b) above, a certificate of a Responsible Officer, (i) certifying as to whether there exists a Default or Event of Default on the date of such certificate, and if a Default or an Event of Default then exists, specifying the details thereof and the action which the Borrower has taken or proposes to take with respect thereto, (ii) setting forth in reasonable detail calculations demonstrating compliance with Article VI and (iii) stating whether any change in GAAP or the application thereof has occurred since the date of the Borrower's audited financial statements referred to in Section 4.4

-----  
and, if any change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d) concurrently with the delivery of the financial statements referred to in clause (a) above, a certificate of the accounting firm that reported on such financial statements stating whether they obtained any knowledge during the course of their examination of such financial statements of any Default or Event of Default (which certificate may be limited to the extent required by accounting rules or guidelines);

(e) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all functions of said Commission, or with any national securities exchange, or distributed by the Borrower to its shareholders generally, as the case may be; and

(f) promptly following any request therefor, such other information regarding the results of operations, business affairs and financial condition of the Borrower or any Subsidiary as the Administrative Agent or any Lender may reasonably request.

Section 5.2 Notices of Material Events. The Borrower will furnish to  
-----  
the Administrative Agent and each Lender prompt written notice of the following:

(a) the occurrence of any Default or Event of Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or, to the knowledge of the Borrower, affecting the Borrower or any Subsidiary which, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of any event or any other development (which individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect) by which the Borrower or any of its Consolidated Subsidiaries (i) fails to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) becomes subject to any Environmental Liability, (iii) receives notice of any claim with respect to any Environmental Liability, or (iv) becomes aware of any basis for any Environmental Liability;

(d) the occurrence of any ERISA Event that alone, or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrower and its Consolidated Subsidiaries in an aggregate amount exceeding \$5,000,000;

(e) the downgrading of the Senior Debt Rating by either of the Rating Agencies; and

(f) any development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a written statement of a Responsible Officer setting forth the details of the event or development requiring such notice and, if applicable, any action taken or proposed to be taken with respect thereto.

Section 5.3. Existence; Conduct of Business. The Borrower will, and

will cause each of its Consolidated Subsidiaries to, do or cause to be done all things necessary to preserve, renew and maintain in full force and effect its legal existence and its respective rights, licenses, permits, privileges, franchises, patents, copyrights, trademarks and trade names material to the conduct of its business and will continue to engage in the same business as presently conducted or such other businesses that are reasonably related thereto; provided, that nothing in this Section shall prohibit any merger,

consolidation, liquidation or dissolution permitted under Section 7.3.

Section 5.4. Compliance with Laws, Etc. The Borrower will, and will

cause each of its Consolidated Subsidiaries to, comply with all laws, rules, regulations and requirements of any Governmental Authority applicable to its properties, except where the failure to do so, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 5.5. Payment of Obligations. The Borrower will, and will

cause each of its Consolidated Subsidiaries to, pay and discharge at or before maturity, all of its obligations and liabilities (including without limitation all tax liabilities and claims that could result in a statutory Lien) before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) the Borrower or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

Section 5.6. Books and Records. The Borrower will, and will cause

each of its Consolidated Subsidiaries to, keep proper books of record and account in which full, true and correct entries shall be made of all material dealings and transactions in relation to its business and activities to the extent necessary to prepare the consolidated financial statements of Borrower in conformity with GAAP.

Section 5.7. Visitation, Inspection, Etc. The Borrower will, and

will cause each of its Consolidated Subsidiaries to, permit any representative of the Administrative Agent or any Lender, to visit and inspect its properties, to examine its books and records and to make copies and take extracts therefrom, and to discuss its affairs, finances and accounts with any of its officers and with its independent certified public accountants, all at such reasonable times and as often as the Administrative Agent or any Lender may reasonably request after reasonable prior notice to the Borrower.

Section 5.8. Maintenance of Properties; Insurance. The Borrower

will, and will cause each of its Consolidated Subsidiaries to, (a) keep and maintain all property material to the conduct of its business in good working order and condition, subject to ordinary wear and tear, except where the failure to do so, either individually or it the aggregate, could not reasonably be

expected to result in a Material Adverse Effect and (b) maintain with financially sound and reputable insurance companies, insurance with respect to its properties and business, and the properties and business of its Consolidated Subsidiaries, against loss or damage of the kinds customarily insured against by companies in the same or similar businesses operating in the same or similar locations.

Section 5.9. Use of Proceeds and Letters of Credit. The Borrower,  
-----

and any Designated Borrower will use the proceeds of all Loans to finance working capital needs, the Spin-off Payment and for other general corporate purposes of the Borrower and its Subsidiaries. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that would violate any rule or regulation of the Board of Governors of the Federal Reserve System, including Regulations T, U or X. All Letters of Credit will be used for general corporate purposes.

Section 5.10. Additional Subsidiaries; Release.  
-----

(a) If any additional domestic Subsidiary, other than a Permitted Securitization Subsidiary, is acquired or formed after the Funding Date, the Borrower will, within thirty (30) business days after such Subsidiary is acquired or formed, notify the Administrative Agent and the Lenders thereof and will cause such Subsidiary to become a Subsidiary Loan Party by executing agreements in the form of Annex I to Exhibit E and Annex I to Exhibit F in form and substance satisfactory to the Administrative Agent and the Required Lenders and will cause such Subsidiary to deliver simultaneously therewith similar documents applicable to such Subsidiary required under Section 3.1 as reasonably requested by the Administrative Agent.

(b) In the event that any Subsidiary Loan Party is dissolved as permitted in Section 7.3 or sold or disposed of as permitted by Section 7.6 hereof, then such Subsidiary Loan Party shall be automatically released from all obligations under the Subsidiary Guarantee Agreement and Indemnity and Contribution Agreement which it had previously delivered to the Administrative Agent. Such release shall occur upon the consummation of the dissolution or sale of any such Subsidiary, as the case may be, and the Administrative Agent shall execute and deliver any releases or other documents reasonably requested by the Borrower to effectuate such release.

Section 5.11. Consummation of Spin-off. The Spin-off and related  
-----

transactions shall have been not later than 11:59 p.m. one Business Day following the Funding Date, consummated in all material respects in accordance with the terms and conditions set forth in the Form 10 Filing and Information Statement.

ARTICLE VI

FINANCIAL COVENANTS  
-----

The Borrower covenants and agrees that, from and after the Funding Date, so long as any Lender has a Commitment hereunder or the principal of or interest on or any Loan remains unpaid or any fee or any LC Disbursement remains unpaid or any Letter of Credit remains outstanding:

Section 6.1. Leverage Ratio. The Borrower will have, as of the end

-----  
of each fiscal quarter of the Borrower, commencing with the fiscal quarter ending June 30, 2001, a Leverage Ratio of not greater than 3.00 to 1.00.

Section 6.2. Fixed Charge Coverage Ratio. The Borrower will have, as

-----  
of the end of each fiscal quarter of the Borrower, commencing with the fiscal quarter ending June 30, 2001, a Fixed Charge Coverage Ratio of not less than 2.50 to 1.00.

ARTICLE VII

NEGATIVE COVENANTS  
-----

The Borrower covenants and agrees that, from and after the Funding Date, so long as any Lender has a Commitment hereunder or the principal of or interest on any Loan remains unpaid or any fee or any LC Disbursement remains unpaid or any Letter of Credit remains outstanding:

Section 7.1. Subsidiary Indebtedness. The Borrower will not permit

-----  
any of its Consolidated Subsidiaries to, create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness created pursuant to the Loan Documents;

(b) Indebtedness existing on the Spin-off Closing Date and set forth on Schedule 7.1 and extensions, renewals and replacements of any such

-----  
Indebtedness that do not (i) in the case of revolving credit, increase the maximum principal amount thereof and (ii) in the case of term loans, increase the outstanding principal amount thereof (immediately prior to giving effect to such extension, renewal or replacement) or shorten the maturity or the weighted average life thereof;

(c) Indebtedness of any Consolidated Subsidiary incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations; provided, that such Indebtedness is incurred prior to or within 90 days after such acquisition or the completion of such construction or improvements and extensions, renewals, and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof (immediately prior to giving effect to such extension, renewal or replacement) or shorten the maturity or the weighted average life thereof;

(d) Indebtedness of any Consolidated Subsidiary owing to the Borrower or any other Consolidated Subsidiary; provided, that any such

-----  
Indebtedness that is owed to a Subsidiary that is not a Subsidiary Loan Party shall be subject to Section 7.4;

(e) Guarantees by any Consolidated Subsidiary of Indebtedness of the Borrower or any other Subsidiary; provided, that Guarantees of Indebtedness of

-----  
any Subsidiary that is not a Subsidiary Loan Party shall be subject to Section 7.4 and provided, further, that any Indebtedness

of the Borrower which is guaranteed by a Consolidated Subsidiary must otherwise be permitted under this Section 7.1;

(f) Indebtedness in respect of obligations under Hedging Agreements permitted by Section 7.9;

(g) Indebtedness of any Permitted Securitization Subsidiary (to the extent such Permitted Securitization Subsidiary constitutes a Consolidated Subsidiary) incurred in connection with any Permitted Securitization Transaction; and

(h) other unsecured Indebtedness of Consolidated Subsidiaries in an aggregate principal amount not to exceed \$50,000,000 at any time outstanding.

Section 7.2. Negative Pledge. The Borrower will not, and will not permit any of its Consolidated Subsidiaries to, create, incur, assume or suffer to exist any Lien on any of its assets or property now owned or hereafter acquired or, except:

(a) Permitted Encumbrances;

(b) any Liens on any property or asset of the Borrower or any Consolidated Subsidiary existing on the Spin-off Closing Date set forth on Schedule 7.2; provided, that such Lien shall not apply to any other property or asset of the Borrower or any Consolidated Subsidiary;

(c) purchase money Liens upon or in any fixed or capital assets to secure the purchase price or the cost of construction or improvement of such fixed or capital assets or to secure Indebtedness incurred solely for the purpose of financing the acquisition, construction or improvement of such fixed or capital assets (including Liens securing any Capital Lease Obligations); provided, that (i) such Lien attaches to such asset concurrently or within 90 days after the acquisition, improvement or completion of the construction thereof; (ii) such Lien does not extend to any other asset; and (iii) the Indebtedness secured thereby does not exceed the cost of acquiring, constructing or improving such fixed or capital assets;

(d) extensions, renewals, or replacements of any Lien referred to in paragraphs (a) through (c) of this Section; provided, that the principal amount of the Indebtedness secured thereby is not increased and that any such extension, renewal or replacement is limited to the assets originally encumbered thereby;

(e) any Lien against the Borrower or any Consolidated Subsidiary evidencing the transfer of any receivables and related property to any Permitted Securitization Subsidiary (to the extent such Permitted Securitization Subsidiary constitutes a Consolidated Subsidiary) pursuant to any Permitted Securitization Transaction;

(f) any Lien against a Permitted Securitization Subsidiary (to the extent such Permitted Securitization Subsidiary constitutes a Consolidated Subsidiary) pursuant to any Permitted Securitization Transaction; and



(g) other Liens securing Indebtedness and other obligations in the aggregate which do not to exceed 5% of Consolidated Total Assets at any time.

Section 7.3. Fundamental Changes.  
-----

(a) The Borrower will not, and will not permit any Consolidated Subsidiary to, merge into or consolidate into any other Person, or permit any other Person to merge into or consolidate with it, or sell, lease, transfer or otherwise dispose of (in a single transaction or a series of transactions) all or substantially all of its assets (in each case, whether now owned or hereafter acquired) or all or substantially all of the stock of any of its Consolidated Subsidiaries (in each case, whether now owned or hereafter acquired) or liquidate or dissolve; provided, that if at the time thereof and immediately

-----  
after giving effect thereto, no Default or Event of Default shall have occurred and be continuing (i) the Borrower or any Consolidated Subsidiary may merge with a Person if the Borrower (or such Consolidated Subsidiary if the Borrower is not a party to such merger) is the surviving Person, (ii) any Consolidated Subsidiary may merge into another Consolidated Subsidiary; provided, that if any

-----  
party to such merger is a Subsidiary Loan Party, the Subsidiary Loan Party shall be the surviving Person, (iii) any Consolidated Subsidiary may sell, transfer, lease or otherwise dispose of all or substantially all of its assets to the Borrower or to a Consolidated Subsidiary, (iv) any Consolidated Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders and (v) any Consolidated Subsidiary may be sold so long as such sale is permitted under Section 7.6; provided, that

-----  
any such merger involving a Person that is not a Wholly-Owned Subsidiary immediately prior to such merger shall not be permitted unless also permitted by Section 7.4; provided, further, that at any time, (x) any one or more Permitted

-----  
Securitization Subsidiaries may merge into or consolidate with any one or more Permitted Securitization Subsidiaries and (y) any Permitted Securitization Subsidiary may be liquidated or dissolved.

(b) The Borrower will not, and will not permit any of its Consolidated Subsidiaries to, engage to any material extent in any business other than businesses of the type conducted by the Borrower and its Consolidated Subsidiaries on the date hereof and businesses reasonably related thereto and to consummate a Permitted Securitization Transaction.

Section 7.4. Investments, Loans, Acquisitions, Etc. The Borrower  
-----

will not, and will not permit any of its Consolidated Subsidiaries to, purchase, hold or acquire (including pursuant to any merger with any Person that was not a Wholly-Owned Subsidiary prior to such merger), any common stock, evidence of indebtedness or other securities (including any option, warrant, or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, Guarantee any obligations of, or make or permit to exist any investment or any other interest in, any other Person (all of the foregoing being collectively called "Investments"), or consummate any Acquisitions or make any Restricted Investments, except:

(a) Permitted Investments;

(b) Guarantees constituting Indebtedness not prohibited by Section 7.1; provided, that the aggregate principal amount of Indebtedness of -----

Subsidiaries or any other entity that are not Subsidiary Loan Parties that is Guaranteed by any Loan Party shall be subject to the limitations set forth in clauses (c) and (d) hereof;

(c) Investments made by the Borrower in or to any Subsidiary and by any Consolidated Subsidiary in or to the Borrower or in or to any Subsidiary; provided, that the aggregate amount of Investments (determined at book value) by -----

the Borrower or any Consolidated Subsidiary in or to, and Guarantees by the Borrower or any Consolidated Subsidiary of Indebtedness of any Subsidiary that is not a Subsidiary Loan Party (including all such Investments and Guarantees existing on the Funding Date and which are identified on Schedule 7.4 hereof) shall not exceed \$368,900,000;

(d) Restricted Investments so long as after giving effect to all Restricted Investments, the aggregate amount of all Restricted Investments (determined at book value) does not exceed 20% of Consolidated Total Assets;

(e) loans or advances to employees, officers or directors of the Borrower or any Consolidated Subsidiary in the ordinary course of business for travel, relocation and other business related expenses;

(f) Hedging Agreements permitted by Section 7.10; -----

(g) Permitted Acquisitions; and

(h) Permitted Securitization Subsidiaries.

Section 7.5. Restricted Payments. The Borrower will not, and will -----

not permit its Consolidated Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any dividend on any class of its stock, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, retirement, defeasance or other acquisition of, any shares of common stock or Indebtedness subordinated to the Obligations of the Borrower or any options, warrants, or other rights to purchase such common stock or such Indebtedness, whether now or hereafter outstanding (each, a "Restricted Payment"), except for (i) dividends payable by the Borrower solely in shares of any class of its common stock, (ii) Restricted Payments made by any Consolidated Subsidiary or any Permitted Securitization Subsidiary to the Borrower or to another Consolidated Subsidiary or, in the case of a Permitted Securitization Subsidiary, any Consolidated Subsidiary, and (iii) cash dividends paid on, and cash redemptions of, the common stock of the Borrower; provided, -----

that no Default or Event of Default has occurred and is continuing at the time such dividend is paid or redemption is made or would be caused thereby.

Section 7.6. Sale of Assets. The Borrower will not, and will not -----

permit any of its Consolidated Subsidiaries to, convey, sell, lease, assign, transfer or otherwise dispose of, any of its assets, business or property, whether now owned or hereafter acquired, or, in the case of any Consolidated Subsidiary, issue or sell any shares of such Consolidated Subsidiary's common stock

to any Person other than the Borrower or any Wholly-Owned Subsidiary of the Borrower (or to qualify directors if required by applicable law), except:

(a) the sale or other disposition for fair market value of obsolete or worn out property or other property not necessary for operations disposed of in the ordinary course of business;

(b) the sale of inventory and Permitted Investments in the ordinary course of business;

(c) the sale of any receivables and related property to one or more Permitted Securitization Subsidiaries so long as such sale is made in connection with a Permitted Securitization Transaction; and

(d) the sale or other disposition of such assets (which may include the capital stock of any Subsidiary of the Borrower or all or substantially all of the assets of any Subsidiary of the Borrower) in an aggregate amount in any fiscal year of the Borrower not to exceed 10% of the Consolidated EBIT for the immediately preceding fiscal year.

Section 7.7. Transactions with Affiliates. The Borrower will not,

-----  
and will not permit any of its Consolidated Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) in the ordinary course of business at prices and on terms and conditions not less favorable to the Borrower or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties, (b) transactions between or among the Borrower and its Consolidated Subsidiaries not involving any other Affiliates (subject to limitations in Section 7.4), (c) any Restricted Payment permitted by Section

-----  
7.5, and (d) in any Permitted Securitization Transaction. The Administrative

-----  
Agent and the Lenders hereby acknowledge and agree that the transactions between or among the Borrower and its Consolidated Subsidiaries and Equifax and its subsidiaries related to any period following the Spin-off, as set forth in the Form 10 Filing and the Information Statement are transactions not prohibited by this Section 7.7.

-----  
Section 7.8. Restrictive Agreements. The Borrower will not, and will

-----  
not permit any Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement that prohibits, restricts or imposes any condition upon (a) the ability of the Borrower or any Consolidated Subsidiary to create, incur or permit any Lien upon any of its assets or properties, whether now owned or hereafter acquired, or (b) the ability of any Subsidiary to pay dividends or other distributions with respect to its common stock, to make or repay loans or advances to the Borrower or any other Consolidated Subsidiary, to Guarantee Indebtedness of the Borrower or any other Consolidated Subsidiary or to transfer any of its property or assets to the Borrower or any Consolidated Subsidiary of the Borrower; provided, that (i) the foregoing shall not apply to restrictions

-----  
or conditions imposed by law or by this Agreement or any other Loan Document, (ii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Consolidated Subsidiary pending such sale, provided such restrictions and conditions

apply only to the Subsidiary that is sold and such sale is permitted hereunder, (iii) clause (a) shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions and conditions apply only to the property or assets securing such Indebtedness, (iv) clause (a) shall not apply to customary provisions in (A) Indebtedness not prohibited by Section 7.1 under a credit facility used by the

-----  
Borrower for settlement purposes so long as such lien restriction is limited to the Borrower's or any Consolidated Subsidiaries' settlement receivables, any depository account which is used for the sole purpose of clearing such settlement receivables, any intercompany obligations which arise among the Borrower and a Consolidated Subsidiary in connection with such settlement facility and any documents which relate to the foregoing items in this clause (A), (B) any Synthetic Lease transaction (not prohibited by the Loan Documents), (C) any Capital Lease Obligations or other permitted purchase money Indebtedness so long as such restriction is limited to the asset financed by such Capital Lease Obligations or purchase money Indebtedness and (D) any Permitted Securitization Transaction (not prohibited by the Loan Documents) involving the Borrower, any Consolidated Subsidiary or any of their respective assets so long as such restriction is limited to the asset relating to such Permitted Securitization Transaction, and (v) clause (b) shall not apply to any Permitted Securitization Subsidiary.

Section 7.9. Hedging Agreements. The Borrower will not, and will not  
-----  
permit any of the Consolidated Subsidiaries to, enter into any Hedging Agreement, other than non-speculative Hedging Agreements entered into in the ordinary course of business to hedge or mitigate risks to which the Borrower or any Subsidiary is exposed in the conduct of its business or the management of its liabilities.

Section 7.10. Amendment to Material Documents. The Borrower will  
-----  
not, and will not permit any Consolidated Subsidiary to, amend, modify or waive any of its rights in a manner materially adverse to the Lenders under its certificate of incorporation, bylaws or other organizational documents.

Section 7.11. Accounting Changes. The Borrower will not, and will  
-----  
not permit any Subsidiary to, make any significant change in accounting treatment or reporting practices, except as required by GAAP.

Section 7.12 Indebtedness During Transition Period. The Borrower  
-----  
will not, and will not permit any Consolidated Subsidiary to, incur or suffer to exist any Indebtedness from the Funding Date through the Spin-off Date other than the Indebtedness set forth on Schedule 4.16.

## ARTICLE VIII

### EVENTS OF DEFAULT

-----

Section 8.1. Events of Default. If any of the following events (each  
-----  
an "Event of Default") shall occur:  
-----

(a) the Borrower or any Designated Borrower shall fail to pay any principal of any Loan or of any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or otherwise; or

(b) the Borrower or any Designated Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount payable under clause (a) of this Article) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) Business Days; or

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any Consolidated Subsidiary in or in connection with this Agreement or any other Loan Document (including the Schedules attached thereto) and any amendments or modifications hereof or waivers hereunder, or in any certificate, report, financial statement or other document submitted to the Administrative Agent or the Lenders by the Borrower or any Consolidated Subsidiary or any representative of the Borrower or any Consolidated Subsidiary pursuant to or in connection with this Agreement or any other Loan Document shall prove to be incorrect in any material respect when made or deemed made or submitted; or

(d) the Borrower shall fail to observe or perform any covenant or agreement contained in Sections 5.1, 5.2, 5.3 (with respect to the Borrower's ----- --- --- existence), 5.11 or Articles VI or VII; or  
-----  
-----

(e) the Borrower or any Consolidated Subsidiary shall fail to observe or perform any covenant or agreement contained in this Agreement (other than those referred to in clauses (a), (b) and (d) above), and such failure shall remain unremedied for 30 days after the earlier of (i) any Responsible Officer of the Borrower becomes aware of such failure, or (ii) notice thereof shall have been given to the Borrower by the Administrative Agent or any Lender; or

(f) the Borrower or any Consolidated Subsidiary (whether as primary obligor or as guarantor or other surety) shall fail to pay any principal of or premium or interest on any Indebtedness which exceeds \$7,500,000 individually or in the aggregate, when and as the same shall become due and payable (whether at scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument evidencing such Indebtedness; or any other event shall occur or condition shall exist under any agreement or instrument relating to such Indebtedness and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable; or required to be prepaid or redeemed (other than by a regularly scheduled required prepayment or redemption), purchased or defeased, or any offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case prior to the stated maturity thereof; or

(g) the Borrower, any Designated Borrower or any Material Subsidiary shall (i) commence a voluntary case or other proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a custodian, trustee, receiver, liquidator or other similar official of it or any substantial part of its property, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (i) of this Section, (iii) apply for or consent to the appointment of a custodian, trustee, receiver, liquidator or other similar official for the Borrower, any Designated Borrower or any such Material Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take any action for the purpose of effecting any of the foregoing; or

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower, any Designated Borrower or any Material Subsidiary or its debts, or any substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect or (ii) the appointment of a custodian, trustee, receiver, liquidator or other similar official for the Borrower, any Designated Borrower or any Material Subsidiary or for a substantial part of its assets, and in any such case, such proceeding or petition shall remain undismissed for a period of 60 days or an order or decree approving or ordering any of the foregoing shall be entered; or

(i) the Borrower, any Designated Borrower or any Material Subsidiary shall become unable to pay, shall admit in writing its inability to pay, or shall fail generally to pay, its debts as they become due; or

(j) an ERISA Event shall have occurred that, when taken together with other ERISA Events that have occurred, could reasonably be expected to result in liability to the Borrower or any Consolidated Subsidiary in an aggregate amount exceeding \$5,000,000; or

(k) any judgment or order for the payment of money in excess of \$7,500,000 in the aggregate shall be rendered against the Borrower or any Consolidated Subsidiary, and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) there shall be a period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(l) a Change in Control shall occur or exist; or

(m) the Subsidiary Guaranty Agreement shall for any reason cease to be valid and binding on, or enforceable against, any Subsidiary Loan Party, or any Subsidiary Loan Party shall so state in writing, or any Subsidiary Loan Party shall seek to terminate its Subsidiary Guarantee Agreement or any provision of this Agreement or any Designated Borrower Acknowledgement and Agreement shall for any reason cease to be valid and binding on, or enforceable against, any Designated Borrower, or any Designated Borrower shall so state in writing, or any Designated

Borrower shall seek to terminate its obligations thereunder (other than as provided in Section 2.25); or

-----  
(n) Breach of any covenant by the Borrower or any Consolidated Subsidiary (including any Permitted Securitization Subsidiary to the extent a Permitted Securitization Subsidiary is a Consolidated Subsidiary) contained in any agreement relating to a Permitted Securitization Transaction causing the acceleration of the obligations thereunder or requiring the prepayment of such obligations or termination of such securitization program prior to its stated maturity or term and the Borrower or any Consolidated Subsidiary (other than any Permitted Securitization Subsidiary to the extent such Subsidiary is a Consolidated Subsidiary) has liability in excess of \$7,500,000 under such Permitted Securitization Transaction,

then, and in every such event (other than an event with respect to the Borrower or any Designated Borrower described in clause (g) or (h) of this Section) and at any time thereafter during the continuance of such event, the Administrative Agent may, and upon the written request of the Required Lenders shall, by notice to the Borrower, take any or all of the following actions, at the same or different times: (i) terminate the Commitments, whereupon the Commitment of each Lender shall terminate immediately; (ii) declare the principal of and any accrued interest on the Loans, and all other Obligations owing hereunder, to be, whereupon the same shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower and any Designated Borrower and (iii) exercise all remedies contained in any other Loan Document; and that, if an Event of Default specified in either clause (g) or (h) shall occur, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon, and all fees, and all other Obligations shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower and any Designated Borrower.

ARTICLE IX

THE ADMINISTRATIVE AGENT

-----  
Section 9.1. Appointment of Administrative Agent. (a) Each Lender

-----  
irrevocably appoints SunTrust Bank as the Administrative Agent and authorizes it to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent under this Agreement and the other Loan Documents, together with all such actions and powers that are reasonably incidental thereto. The Administrative Agent may perform any of its duties hereunder by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions set forth in this Article shall apply to any such sub-agent and the Related Parties of the Administrative Agent and any such sub-agent and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

(b) The Issuing Bank shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith until such time and except for so long as the Administrative Agent may agree at the request of the Required Lenders to act for the Issuing Bank with respect thereto; provided, that the Issuing Bank shall have all the benefits and immunities (i) provided to the Administrative Agent in this Article IX with respect to any acts taken or omissions suffered by the Issuing Bank in connection with Letters of Credit issued by it or proposed to be issued by it and the application and agreements for letters of credit pertaining to the Letters of Credit as fully as the term "Administrative Agent" as used in this Article IX included the Issuing Bank with respect to such acts or omissions and (ii) as additionally provided in this Agreement with respect to the Issuing Bank.

Section 9.2. Nature of Duties of Administrative Agent. The Administrative

Agent shall not have any duties or obligations except those expressly set forth in this Agreement and the other Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or an Event of Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except those discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section

10.2), and (c) except as expressly set forth in the Loan Documents, the

Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Subsidiaries that is communicated to or obtained by the Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable (provided that the Borrower reserves any and all rights and claims against any Lender, including the Administrative Agent in its capacity as a Lender) for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.2) or in the absence of its own gross negligence or

willful misconduct. The Administrative Agent shall not be deemed to have knowledge of any Default or Event of Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or any Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements, or other terms and conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article III or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 9.3. Lack of Reliance on the Administrative Agent. Each of

the Lenders, the Swingline Lender and the Issuing Bank acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each of the Lenders, the Swingline Lender and the Issuing Bank also acknowledges



that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, continue to make its own decisions in taking or not taking of any action under or based on this Agreement, any related agreement or any document furnished hereunder or thereunder.

Section 9.4. Certain Rights of the Administrative Agent. If the  
-----

Administrative Agent shall request instructions from the Required Lenders with respect to any action or actions (including the failure to act) in connection with this Agreement, the Administrative Agent shall be entitled to refrain from such act or taking such act, unless and until it shall have received instructions from such Lenders; and the Administrative Agent shall not incur liability to any Person (provided that the Borrower reserves any and all rights and claims against any Lender, including the Administrative Agent in its capacity as a Lender) by reason of so refraining. Without limiting the foregoing, no Lender shall have any right of action whatsoever against the Administrative Agent as a result of the Administrative Agent acting or refraining from acting hereunder in accordance with the instructions of the Required Lenders where required by the terms of this Agreement.

Section 9.5. Reliance by Administrative Agent. The Administrative  
-----

Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed, sent or made by the proper Person. The Administrative Agent may also rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (including counsel for the Borrower), independent public accountants and other experts selected by it and shall not be liable for any action taken or not taken by it in accordance with the advice of such counsel, accountants or experts.

Section 9.6. The Administrative Agent in its Individual Capacity.  
-----

The bank serving as the Administrative Agent shall have the same rights and powers under this Agreement and any other Loan Document in its capacity as a Lender as any other Lender and may exercise or refrain from exercising the same as though it were not the Administrative Agent; and the terms "Lenders", "Required Lenders", "holders of Notes", or any similar terms shall, unless the context clearly otherwise indicates, include the Administrative Agent in its individual capacity. The bank acting as the Administrative Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of business with the Borrower or any Subsidiary or Affiliate of the Borrower as if it were not the Administrative Agent hereunder.

Section 9.7. Successor Administrative Agent.  
-----

(a) The Administrative Agent may resign at any time by giving notice thereof to the Lenders and the Borrower. Upon any such resignation, the Required Lenders shall have the right to appoint a successor Administrative Agent, subject to the approval by the Borrower provided that no Event of Default shall exist at such time. If no successor Administrative Agent shall have been so appointed, and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of resignation, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Bank, appoint a successor Administrative Agent, which shall

be a commercial bank organized under the laws of the United States of America or any state thereof or a bank which maintains an office in the United States, having a combined capital and surplus of at least \$500,000,000.

(b) Upon the acceptance of its appointment as the Administrative Agent hereunder by a successor, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement and the other Loan Documents. If within 45 days after written notice is given of the retiring Administrative Agent's resignation under this Section 9.7 no successor Administrative Agent shall have been appointed and shall have accepted such appointment, then on such 45th day (i) the retiring Administrative Agent's resignation shall become effective, (ii) the retiring Administrative Agent shall thereupon be discharged from its duties and obligations under the Loan Documents and (iii) the Required Lenders shall thereafter perform all duties of the retiring Administrative Agent under the Loan Documents until such time as the Required Lenders appoint a successor Administrative Agent as provided above. After any retiring Administrative Agent's resignation hereunder, the provisions of this Article IX shall continue in effect for the benefit of such retiring Administrative Agent and its representatives and agents in respect of any actions taken or not taken by any of them while it was serving as the Administrative Agent.

Section 9.8. Additional Agencies; No Duties Imposed Upon Syndication

-----  
Agents or Documentation Agents.  
-----

(a) The Administrative Agent shall have the right from time to time to designate one or more Syndication Agents and Documentation Agents. Upon any such designation, the Administrative Agent shall have the right to replace the cover page to this Agreement to reflect the addition of such Person as Syndication Agent and Documentation Agent, as the case may be.

(b) None of the Persons designated as a "Syndication Agent" or "Documentation Agent" shall have any right, power, obligation, liability, responsibility or duty under this Agreement or any of the other Loan Documents other than, if such Person is a Lender, those applicable to all Lenders as such. Without limiting the foregoing, none of the Persons designated as a "Syndication Agent" or "Documentation Agent" shall have or be deemed to have any fiduciary duty to or fiduciary relationship with any Lender. In addition to the agreements set forth in Section 9.8, each of the Lenders acknowledges that it has not

-----  
relied, and will not rely, on any of the Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

ARTICLE X

MISCELLANEOUS  
-----

Section 10.1. Notices.  
-----

(a) Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications to any party herein to be effective

shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

To the Borrower or  
any Designated Borrower: Certegy Inc.  
11720 Amberpark Drive, Suite 600  
Alpharetta, GA 30004  
Attention: Bruce S. Richards  
Corporate Vice President, General Counsel  
and Secretary  
Telecopy Number: (678) 867-8100

With a copy to: Certegy Inc.  
P.O. Box 349  
Alpharetta, Georgia 30009  
Attention: Mr. Michael T. Vollkommer  
Corporate Vice President and CFO  
Telecopy Number: (678) 867-8100

To the Administrative Agent: SunTrust Bank  
303 Peachtree Street, N. E., 2nd Floor  
Atlanta, Georgia 30308  
Attention: Brian Peters  
Telecopy Number: (404) 588-8833

With a copy to: SunTrust Equitable Securities Corporation  
c/o Agency Services  
303 Peachtree Street, N. E./ 25th Floor  
Atlanta, Georgia 30308  
Attention: Hope Williams  
Telecopy Number: (404) 658-4906

To the Issuing Bank: SunTrust Bank  
25 Park Place, N. E./Mail Code 3706  
Atlanta, Georgia 30303  
Attention: Michael E. Sullivan  
Telecopy Number: (404) 588-8129

To the Swingline Lender: SunTrust Bank  
303 Peachtree Street, N.E./2nd Floor  
Atlanta, Georgia 30308  
Attention: Brian Peters  
Telecopy Number: (404) 588-8833

To any other Lender: the address set forth under such Lender's  
name on the

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All such notices and other communications shall, when transmitted by overnight delivery, or faxed, be effective when delivered for overnight (next-day) delivery, or transmitted in legible form by facsimile machine, respectively, or if mailed, upon the third Business Day after the date deposited into the mails or if delivered, upon delivery; provided, that notices delivered to the Administrative Agent, the Issuing Bank or the Swingline Bank shall not be effective until actually received by such Person at its address specified in this Section 10.1.

-----

(b) Any agreement of the Administrative Agent and the Lenders herein to receive certain notices by telephone or facsimile is solely for the convenience and at the request of the Borrower. The Administrative Agent and the Lenders shall be entitled to rely on the authority of any Person purporting to be a Person authorized by the Borrower to give such notice and the Administrative Agent and Lenders shall not have any liability to the Borrower, any Designated Borrower or other Person on account of any action taken or not taken by the Administrative Agent or the Lenders in reliance upon such telephonic or facsimile notice. The obligation of the Borrower to repay the Loans and all other Obligations hereunder shall not be affected in any way or to any extent by any failure of the Administrative Agent and the Lenders to receive written confirmation of any telephonic or facsimile notice or the receipt by the Administrative Agent and the Lenders of a confirmation which is at variance with the terms understood by the Administrative Agent and the Lenders to be contained in any such telephonic or facsimile notice.

Section 10.2. Waiver; Amendments.

-----

(a) No failure or delay by the Administrative Agent, the Issuing Bank or any Lender in exercising any right or power hereunder or any other Loan Document, and no course of dealing between the Borrower, any Designated Borrower and the Administrative Agent or any Lender, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power hereunder or thereunder. The rights and remedies of the Administrative Agent, the Issuing Bank and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies provided by law. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Borrower or any Designated Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or the issuance of a Letter of Credit shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent, any Lender or the Issuing Bank may have had notice or knowledge of such Default or Event of Default at the time.

(b) No amendment or waiver of any provision of this Agreement or the other Loan Documents, nor consent to any departure by the Borrower or any Designated Borrower

therefrom, shall in any event be effective unless the same shall be in writing and signed by the Borrower and any Designated Borrower and the Required Lenders or the Borrower and the Administrative Agent with the consent of the Required Lenders and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, that no

-----  
amendment or waiver shall: (i) increase the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce any fees or other amounts payable hereunder, without the written consent of each Lender affected thereby, (iii) postpone the date fixed for any payment of any principal of, or interest on, any Loan or LC Disbursement or interest thereon or any fees or other amounts payable hereunder or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date for the termination or reduction of any Commitment, without the written consent of each Lender affected thereby, (iv) change Section 2.22 (b) or (c) in a manner that would alter the pro rata

-----  
sharing of payments required thereby, without the written consent of each Lender, (v) change any of the provisions of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders which are required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the consent of each Lender; or (vi) release any guarantor or limit the liability of any such guarantor under any guaranty agreement (except for releases to be effected by the Administrative Agent pursuant to Section 5.10); provided

-----  
further, that no such agreement shall amend, modify or otherwise affect the  
-----  
rights, duties or obligations of the Administrative Agent, the Swingline Bank or the Issuing Bank without the prior written consent of such Person.

Section 10.3. Expenses; Indemnification.  
-----

(a) The Borrower shall pay (i) all actual reasonable, out-of-pocket costs and expenses of the Administrative Agent and its Affiliates as previously agreed upon by the Borrower and the Administrative Agent, including, subject to such previously agreed upon arrangement, the reasonable fees, charges and disbursements of counsel for the Administrative Agent and its Affiliates, actually incurred, in connection with the syndication of the credit facilities provided for herein, the preparation and administration of the Loan Documents and any amendments, modifications or waivers thereof (whether or not the transactions contemplated in this Agreement or any other Loan Document shall be consummated), (ii) all actual reasonable out-of-pocket expenses incurred by the Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all actual reasonable out-of-pocket costs and expenses (including, without limitation, the reasonable fees, charges and disbursements of outside counsel) actually incurred by the Administrative Agent, the Issuing Bank or any Lender in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section, or in connection with the Loans made or any Letters of Credit issued hereunder, including all such actual reasonable out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) The Borrower shall indemnify the Administrative Agent, the Issuing Bank and each Lender, and each Related Party of any of the foregoing (each, an "Indemnitee") against, and hold each of them harmless from, any and all actual reasonable costs, losses, liabilities, claims,

damages and related expenses, including the actual reasonable fees, charges and disbursements of any counsel for any Indemnitee, which may be incurred by or asserted against any Indemnitee arising out of, in connection with or as a result of (i) the execution or delivery of this Agreement or any other agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of any of the transactions contemplated hereby, (ii) any Loan or Letter of Credit or any actual or proposed use of the proceeds therefrom (including any refusal by the Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned by the Borrower or any Subsidiary or any Environmental Liability related in any way to the Borrower or any Subsidiary or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided, that the Borrower shall not be obligated to indemnify any Indemnitee for any of the foregoing arising out of such Indemnitee's gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and nonappealable judgment or to the extent that such losses relate to a claim made by an Indemnitee hereunder arising from any cause of action pursued by the Borrower against such Indemnitee where the Borrower alleged that the Indemnitee breached its obligations under the Loan Documents and a court having competent jurisdiction shall have determined by final judgment (not subject to appeal) that the Indemnitee breached its obligations to the Borrower under the Loan Documents.

(c) The Borrower shall pay, and hold the Administrative Agent and each of the Lenders harmless from and against, any and all present and future Other Taxes and Indemnified Taxes, and save the Administrative Agent and each Lender harmless from and against any and all liabilities with respect to or resulting from any delay or omission to pay such taxes.

(d) To the extent that the Borrower fails to pay any amount required to be paid to the Administrative Agent, the Issuing Bank or the Swingline Lender under clauses ( a ), ( b ) or ( c ) hereof, each Lender severally agrees to pay to the Administrative Agent, the Issuing Bank or the Swingline Lender, as the case may be, such Lender's Pro Rata Share (determined as of the time that the unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided, that the unreimbursed expense or indemnified payment, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent, the Issuing Bank or the Swingline Lender in its capacity as such.

(e) To the extent permitted by applicable law, the Borrower and any Designated Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to actual or direct damages) arising out of, in connection with or as a result of, this Agreement or any agreement or instrument contemplated hereby, the transactions contemplated therein, any Loan or any Letter of Credit or the use of proceeds thereof.

(f) All amounts due under this Section shall be payable promptly after written demand therefor.

Section 10.4. Successors and Assigns.

-----  
(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that neither the Borrower nor any Designated Borrower may assign or transfer any of its rights hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower or any Designated Borrower without such consent shall be null and void).

(b) Any Lender may at any time assign to one or more banks or other financial institutions or entities all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including all or a portion of its Commitment and the Loans and LC Exposure at the time owing to it); provided, that (i) except in the case of an assignment to a Lender or an

-----  
Affiliate of a Lender, each of the Borrower and the Administrative Agent (and, in the case of an assignment of all or a portion of a Commitment or any Lender's obligations in respect of its LC Exposure or Swingline Exposure, the Issuing Bank and the Swingline Lender) must give their prior written consent (which consent shall not be unreasonably withheld or delayed), (ii) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire amount of the assigning Lender's Commitment hereunder or an assignment while an Event of Default has occurred and is continuing, the amount of the Commitment of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$1,000,000 (unless the Borrower and the Administrative Agent shall otherwise consent), (iii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement and the other Loan Documents (except that such assignment may, but shall not be required to, include any Competitive Bid Loans of such assigning Lender), (iv) the assigning Lender and the assignee shall (unless otherwise waived by the Administrative Agent) execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee payable by the assigning Lender or the assignee (as determined between such Persons) in an amount equal to \$1,000 (unless otherwise waived by the Administrative Agent) and (v) such assignee, if it is not a Lender, shall deliver a duly completed Administrative Questionnaire to the Administrative Agent; provided, that any

-----  
consent of the Borrower otherwise required hereunder shall not be required in connection with the initial syndication of the Loans or if an Event of Default has occurred and is continuing. Upon the execution and delivery of the Assignment and Acceptance and payment by such assignee to the assigning Lender of an amount equal to the purchase price agreed between such Persons, such assignee shall become a party to this Agreement and any other Loan Documents to which such assigning Lender is a party and, to the extent of such interest assigned by such Assignment and Acceptance, shall have the rights and obligations of a Lender under this Agreement, and the assigning Lender shall be released from its obligations hereunder to a corresponding extent (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.17,

-----  
2.18, 2.19 and 10.3). Upon the consummation of any such assignment hereunder,

-----  
the assigning Lender, the Administrative Agent and the Borrower shall make appropriate arrangements to have new Notes issued. Any assignment or other transfer by a Lender that does not fully comply with the terms of this clause

(b)

shall be treated for purposes of this Agreement as a sale of a participation pursuant to clause (c) below.

(c) Any Lender may at any time, without the consent of the Borrower or any Designated Borrower, the Administrative Agent, the Issuing Bank or the Swingline Lender, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under

-----  
this Agreement (including all or a portion of its Commitment, the Loans owing to it and its LC Exposure); provided, that (i) such Lender's obligations under this

-----  
Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of its obligations hereunder, and (iii) the Borrower, the Administrative Agent, the Swingline Bank, the Issuing Bank and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents. Any agreement between such Lender and the Participant with respect to such participation shall provide that such Lender shall retain the sole right and responsibility to enforce this Agreement and the other Loan Documents and the right to approve any amendment, modification or waiver of this Agreement and the other Loan Documents; provided, that such participation agreement may provide that such

-----  
Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver of this Agreement described in the first proviso of Section 10.2(b) that affects the Participant. The Borrower and any Designated

-----  
Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.17, 2.18, 2.19 and 2.20 to the same extent as if it were a Lender

-----  
hereunder and had acquired its interest by assignment pursuant to paragraph (b); provided, that no Participant shall be entitled to receive any greater payment

-----  
under Section 2.17 or 2.19 than the applicable Lender would have been entitled

-----  
to receive with respect to the participation sold to such Participant. To the extent permitted by law, the Borrower agrees that each Participant shall be entitled to the benefits of Section 2.21 as though it were a Lender, provided,

-----  
that such Participant agrees to share with the Lenders the proceeds thereof in accordance with Section 2.22 as fully as if it were a Lender hereunder. A

-----  
Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.22 unless the Borrower is notified of such

-----  
participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 2.22(e) as though it were a

-----  
Lender hereunder.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement and its Notes (if any) to secure its obligations to a Federal Reserve Bank without complying with this Section; provided, that no such pledge or assignment shall release a Lender from

-----  
any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle (an

-----  
"SPV"), identified as such in writing from time to time by the Granting Lender

-----  
to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrower pursuant to this Agreement; provided, that

-----  
(i) nothing herein shall constitute a commitment by any SPV to make any Loan and (ii) if an SPV elects not to exercise such option or otherwise fails to provide all or any part of any Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan



by an SPV hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if such Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPV shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPV, it will not institute against, or join any other person in instituting against, such SPV any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State contrary in this Section 10.4, any SPV may (i) with notice to, but without the prior written

-----  
consent of, the Borrower and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender or to any financial institutions (consented to by the Borrower and the Administrative Agent) providing liquidity and/or credit support to or for the account of such SPV to support the funding or maintenance of Loans and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPV. As this Section 10.4(e) applies to any particular SPV, this Section may not be amended  
-----  
without the written consent of such SPV.

Section 10.5. Governing Law; Jurisdiction; Consent to Service of

-----  
Process.  
-----

(a) This Agreement and the other Loan Documents shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of Georgia.

(b) The Borrower and each Designated Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the United States District Court of the Northern District of Georgia, and of any state court of the State of Georgia located in Fulton County and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Georgia state court or, to the extent permitted by applicable law, such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or any Designated Borrower or their properties in the courts of any jurisdiction.

(c) The Borrower and each Designated Borrower irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding described in paragraph (b) of this Section and brought in any court referred to in paragraph (b) of this Section. Each of the parties hereto irrevocably waives, to the fullest extent

permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to the service of process in the manner provided for notices in Section 10.1. Nothing in this Agreement or in any other Loan Document will affect the right of any party hereto to serve process in any other manner permitted by law.

Section 10.6. WAIVER OF JURY TRIAL. EACH PARTY HERETO (INCLUDING ANY  
-----

DESIGNATED BORROWER) IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 10.7. Right of Setoff. In addition to any rights now or  
-----

hereafter granted under applicable law and not by way of limitation of any such rights, each Lender and the Issuing Bank shall have the right, at any time or from time to time upon the occurrence and during the continuance of an Event of Default, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, to set off and apply against all deposits (general or special, time or demand, provisional or final) of the Borrower at any time held or other obligations at any time owing by such Lender and the Issuing Bank to or for the credit or the account of the Borrower against any and all Obligations held by such Lender or the Issuing Bank, as the case may be, irrespective of whether such Lender or the Issuing Bank shall have made demand hereunder and although such Obligations may be unmatured. Each Lender and the Issuing Bank agree promptly to notify the Administrative Agent and the Borrower after any such set-off and any application made by such Lender and the Issuing Bank, as the case may be; provided, that the failure to give such notice shall not affect the validity of such set-off and application.

Section 10.8. Counterparts; Integration. This Agreement may be  
-----

executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement, the other Loan Documents, and any separate letter agreement(s) relating to any fees payable to the Administrative Agent constitute the entire agreement among the parties hereto and thereto regarding the subject matters hereof and thereof and supersede all prior agreements and understandings, oral or written, regarding such subject matters.

Section 10.9. Survival. All covenants, agreements, representations

-----  
and warranties made by the Borrower and any Designated Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, the Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.19, 2.20, 2.21, and

-----  
10.3 and Article IX shall survive and remain in full force and effect regardless

-----  
of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof. All representations and warranties made herein, in the certificates, reports, notices, and other documents delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement and the other Loan Documents, and the making of the Loans and the issuance of the Letters of Credit.

Section 10.10. Severability. Any provision of this Agreement or any

-----  
other Loan Document held to be illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the legality, validity or enforceability of the remaining provisions hereof or thereof; and the illegality, invalidity or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.11. Confidentiality. Each of the Administrative Agent,

-----  
the Issuing Bank and each Lender agrees to take normal and reasonable precautions to maintain the confidentiality of any information provided to it by the Borrower or any Subsidiary, except that such information may be disclosed (i) to any Related Party of the Administrative Agent, the Issuing Bank or any such Lender, including without limitation accountants, legal counsel and other advisors, (ii) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (iii) to the extent requested by any regulatory agency or authority, (iv) to the extent that such information becomes publicly available other than as a result of a breach of this Section, or which becomes available to the Administrative Agent, the Issuing Bank, any Lender or any Related Party of any of the foregoing on a nonconfidential basis from a source other than the Borrower or any Subsidiary thereof, (v) in connection with the exercise of any remedy hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder (but only to the extent necessary or advisable for the exercise of such remedy), and (ix) subject to provisions substantially similar to this Section 10.11, to any actual or

-----  
prospective assignee or Participant, or (vi) with the consent of the Borrower. Any Person required to maintain the confidentiality of any information as provided for in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such information as such Person would accord its own confidential information.

Section 10.12. Interest Rate Limitation. Notwithstanding anything

-----  
herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which may be treated as interest on such Loan under applicable law (collectively, the "Charges"), shall exceed the maximum lawful rate of interest (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by a Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate to the date of repayment, shall have been received by such Lender.

Section 10.13. Currency Conversion. All payments of Obligations

-----  
under this Agreement, the Notes or any other Loan Document shall be made in Dollars, except for Loans funded in a Foreign Currency, which shall be repaid, including interest thereon, in the applicable Foreign Currency. If any payment of any Obligation shall be made in a currency other than the currency required hereunder, such amount shall be converted into the currency required hereunder at the current market rate for the purchase of the currency required hereunder with the currency in which such Obligation was paid, as quoted by the Administrative Agent in accordance with the methods customarily used by the Administrative Agent for such purposes as the time of such determination. The parties hereto hereby agree, to the fullest extent that they may effectively do so under applicable law, that (i) if for the purposes of obtaining any judgment or award it becomes necessary to convert from any currency other than the currency required hereunder into the currency required hereunder any amount in connection with the Obligations, then the conversion shall be made as provided above on the Business Day before the day on which the judgment or award is given, (ii) in the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment or award is given and the date of payment, the Borrower (or any Designated Borrower) will pay to the Administrative Agent, for the benefit of the Lenders, such additional amounts (if any) as may be necessary, and the Administrative Agent, on behalf of the Lenders, will pay to the Borrower (or any Designated Borrower) such excess amounts (if any) as result from such change in the rate of exchange, to assure that the amount paid on such date is the amount in such other currency, which when converted at the rate of exchange described herein on the date of payment, is the amount then due in the currency required hereunder, and (iii) any amount due from the Borrower (or any Designated Borrower) under this Section 10.13 shall be due as a separate debt and shall not be affected by

-----  
judgment or award being obtained for any other sum due. For the avoidance of doubt, the parties affirm and agree that neither the fixation of the conversion rate of any Foreign Currency against the Euro as a single currency, in accordance with the Treaty Establishing the European Economic Community, as amended by the Treaty on the European Union (The Masstricht Treaty), nor the conversion of the Obligations under this Agreement from any Foreign Currency into Euros will be a reason for early termination or revision of this Agreement or repayment of any amount due under this Agreement or create any liability of any party towards any other party for any direct or consequential loss arising from any of these events. As of the date that any Foreign Currency is no longer the lawful currency of its respective country, all funding and payment Obligations to be made in such affected currency under this Agreement shall be satisfied

in Euros. If, in relation to the currency of any member state of the European Union that adopts the Euro as its lawful currency, the basis of accrual of interest expressed in this Agreement in respect to that currency shall be inconsistent with any convention or practice in the London interbank market for the basis of accrual of interest in respect of the Euro, such expressed basis shall be replaced by such convention or practice with effect from the date on which such member state adopts the Euro as its lawful currency; provided that if any Borrowing in the currency of such member state is outstanding immediately prior to such date, such replacement shall take effect, with respect to such Borrowing, at the end of the then current Interest Period.

Section 10.14. Exchange Rates.  
-----

(a) Not later than 2:00 p.m. on each Calculation Date, the Administrative Agent shall (i) determine the Exchange Rate as of such Calculation Date with respect to a Foreign Currency, and (ii) give notice thereof to the Lenders and the Borrower. The Exchange Rates so determined shall become effective on the first Business Day immediately following the relevant Calculation Date (a "Reset Date"), shall remain effective until the next succeeding Reset Date, and shall for all purposes of this Agreement (other than Section 10.13 or any other provision expressly requiring the use of a current Exchange Rate) be the Exchange Rates employed in determining the Dollar Equivalent of any amounts of a Foreign Currency.

(b) Not later than 5:00 p.m. on each Reset Date and each date on which Loans denominated in a Foreign Currency are made, the Administrative Agent shall (i) determine the Dollar Equivalent of the aggregate principal amounts of the Loans denominated in such currencies (after giving effect to any Loans denominated in such currencies being made, repaid, or cancelled or reduced on such date), and (ii) notify the Lenders and the Borrower of the results of such determinations.

ARTICLE XI

BORROWER GUARANTEE  
-----

Section 11.1. Guarantee. The Borrower unconditionally guarantees,  
-----

jointly with any other guarantors and severally, as a primary obligor and not merely as a surety, (a) the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on all Loans made to Designated Borrowers, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by any Designated Borrower under the Loan Documents in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement or disbursements, interest thereon and Guaranteed Obligations to provide cash collateral, and (iii) all other monetary Guaranteed Obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary Guaranteed Obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such

proceeding), of any Designated Borrower to the Administrative Agent and the Lenders under the Loan Documents, (b) the due and punctual performance of all covenants, agreements, Guaranteed Obligations and liabilities of any Designated Borrower under or pursuant to the Loan Documents; and (c) the due and punctual payment and performance of all Guaranteed Obligations of any Designated Borrower, monetary or otherwise, under each Hedging Agreement entered into with a counterparty that was a Lender or an Affiliate of a Lender at the time such Hedging Agreement was entered into (all the monetary and other Guaranteed Obligations referred to in the preceding clauses (a) through (c) being collectively called the "Guaranteed Obligations"). The Borrower further agrees

-----  
that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Guaranteed Obligations.

Section 11.2 Guaranteed Obligations Not Waived. To the fullest

-----  
extent permitted by applicable law, the Borrower waives presentment to, demand of payment from and protest to any Designated Borrower of any of the Guaranteed Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment. To the fullest extent permitted by applicable law, the obligation of the Borrower hereunder shall not be affected by (a) the failure of the Administrative Agent or any Lender to assert any claim or demand or to enforce or exercise any right or remedy against any Designated Borrower or any other guarantor under the provisions of any Loan Document or otherwise, (b) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, this Agreement, any other Loan Document, or any other agreement, including with respect to any other guarantor under this Agreement, or (c) the failure to perfect any security interest in, or the release of, any of the security held by or on behalf of the Administrative Agent or any Lender.

Section 11.3. Guarantee of Payment. The Borrower further agrees that

-----  
its guarantee constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the Administrative Agent or any Lender to any of the security held for payment of the Guaranteed Obligations or to any balance of any deposit account or credit on the books of the Administrative Agent or any Lender in favor of any Designated Borrower or any other person.

Section 11.4 No Discharge or Diminishment of Guarantee. The

-----  
Guaranteed Obligations of the Borrower hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason (other than the infeasible payment in full in cash of the Guaranteed Obligations), including any claim of waiver, release, surrender, alteration or compromise of any of the Guaranteed Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise. Without limiting the generality of the foregoing, the Guaranteed Obligations of the Borrower hereunder shall not be discharged or impaired or otherwise affected by the failure of the Administrative Agent or any Lender to assert any claim or demand or to enforce any remedy under any Loan Document or any other agreement, by any waiver or modification of any provision of any thereof, by any default, failure or delay, willful or otherwise, in the performance of the Guaranteed Obligations, or by any other act or omission that may or might in any manner or to the extent vary the risk of the Borrower or that would otherwise operate as a

discharge of the Borrower as a matter of law or equity (other than the indefeasible payment in full in cash of all the Guaranteed Obligations).

Section 11.5 Defenses of Borrower Waived. To the fullest extent

-----  
permitted by applicable law, the Borrower waives any defense based on or arising out of any defense of any Designated Borrower or the unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Designated Borrower, other than the final and indefeasible payment in full in cash of the Guaranteed Obligations. The Administrative Agent and the Lenders may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Designated Borrower or any other guarantor, without affecting or impairing in any way the liability of the Borrower hereunder except to the extent the Guaranteed Obligations have been fully, finally and indefeasibly paid in cash. Pursuant to applicable law, the Borrower waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of the Borrower against any Designated Borrower or any other guarantor, as the case may be, or any security.

Section 11.6 Agreement to Pay; Subordination. In furtherance of the

-----  
foregoing and not in limitation of any other right that the Administrative Agent or any Lender has at law or in equity against the Borrower by virtue hereof, upon the failure of any Designated Borrower or any other Loan Party to pay any Guaranteed Obligations when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, the Borrower hereby promises to and will forthwith pay, or cause to be paid, to the Administrative Agent for the benefit of the Lenders in cash the amount of such unpaid Guaranteed Obligations. Upon payment by the Borrower of any sums to the Administrative Agent, all rights of the Borrower against any Designated Borrower arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subordinate and junior in right of payment to the prior indefeasible payment in full in cash of all the Guaranteed Obligations. In addition, any indebtedness of any Designated Borrower now or hereafter held by the Borrower is hereby subordinated in right of payment to the prior payment in full in cash of the Guaranteed Obligations. If any amount shall erroneously be paid to the Borrower on account of (i) such subrogation, contribution, reimbursement, indemnity or similar right or (ii) any such indebtedness of any Designated Borrower, such amount shall be held in trust for the benefit of the Administrative Agent and the Lenders and shall forthwith be paid to the Administrative Agent to be credited against the payment of the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Loan Documents.

Section 11.7 Information. The Borrower assumes all responsibility

-----  
for being and keeping itself informed of any Designated Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that the Borrower assumes and incurs hereunder, and agrees that none of the Administrative Agent or the Lenders will have any duty to advise the Borrower of information known to it or any of them regarding such circumstances or risks.

Section 11.8. Taxes, etc. All payments required to be made by the

-----  
Borrower under this Article 11 shall be made without setoff or counterclaim and free and clear of and without deduction or withholding for or on account of, any present or future Indemnified Taxes or Other Taxes imposed by any government or any political or taxing authority as required pursuant to this Agreement.

Section 11.9. Failure to Pay in Foreign Currency. With respect to

-----  
any of the Guaranteed Obligations which were advanced under the Agreement in a Foreign Currency, the Borrower agrees to make any payments required by it hereunder in connection therewith in such Foreign Currency. If the Borrower is unable for any reason to effect payment in a relevant Foreign Currency as required by this Article 11 or if the Borrower shall default in the Foreign Currency, each Lender may, through the Administrative Agent, require such payment to be made in Dollars in the Dollar Equivalent amount of such payment. In any case in which the Borrower shall make such payment in Dollars, the Borrower agrees to hold the Lenders harmless from any loss incurred by the Lenders arising from any change in the value of Dollars in relation to such Foreign Currency between the date such payment became due and the date of payment thereof.

Section 11.10 Termination. The guarantee made hereunder (a) shall

-----  
terminate when all the Guaranteed Obligations have been paid in full in cash and the Lenders have no further commitment to lend under the Agreement, the LC Exposure has been reduced to zero and the Issuing Bank has no further Guaranteed Obligations to issue Letters of Credit under the Agreement and (b) shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Guaranteed Obligations is rescinded or must otherwise be restored by any Lender or the Borrower upon the bankruptcy or reorganization of any Designated Borrower, the Borrower or otherwise. In connection with the foregoing, the Administrative Agent shall execute and deliver to the Borrower or Borrower's designee, at the Borrower's expense, any documents or instruments which the Borrower shall reasonably request from time to time to evidence such termination and release.

(remainder of page left intentionally blank)



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal in the case of the Borrower by their respective authorized officers as of the day and year first above written.

CERTEGY INC.

By /s/ Bruce S. Richards  
-----  
Name: Bruce S. Richards  
Title: Corporate Vice President

[SEAL]

SUNTRUST BANK  
as Administrative Agent, as Issuing Bank, as  
Swingline Lender and as a Lender

By /s/ Brian K. Peters  
-----  
Name: Brian K. Peters  
Title: Managing Director

Revolving Commitment:     \$56,250,000  
LC Commitment:             \$10,000,000  
Swingline Commitment:     \$25,000,000

[SIGNATURE PAGE TO AMENDED AND RESTATED  
REVOLVING CREDIT AGREEMENT]

WACHOVIA BANK, N.A.  
as Co-Syndication Agent and as a Lender

By /s/ Sharon L. Prince

-----  
Name: Sharon L. Prince  
Title: Vice President

Revolving Commitment: \$45,000,000

Address for Notices  
-----

For General Notices:

Wachovia Bank, N.A.  
191 Peachtree Street NE  
Atlanta, GA 30303  
Telephone: (404) 332-6551  
Facsimile: (404) 332-4048  
Attention: Karen McClain

For Administrative/Operations Notices:

Wachovia Bank, N.A.  
191 Peachtree Street NE  
Atlanta, GA 30303  
Telephone: (404) 332-6554  
Facsimile: (404) 332-6408  
Attention: Elaine Render

[SIGNATURE PAGE TO AMENDED AND RESTATED  
REVOLVING CREDIT AGREEMENT]

FLEET NATIONAL BANK  
as Co-Syndication Agent and as a Lender

By /s/ Larisa B. Chilton  
-----

Name: Larisa B. Chilton  
Title: Vice President

Revolving Commitment: \$45,000,000

Address for Notices  
-----

For General Notices:

Fleet National Bank  
100 Federal Street  
Boston, MA 02110  
Telephone: (617) 434-8957  
Facsimile: (617) 434-0819  
Attention: Larisa B. Chilton

For Administrative/Operations Notices:

Fleet National Bank  
100 Federal Street  
Boston, MA 02110  
Telephone: (617) 434-5059  
Facsimile: (617) 434-1709  
Attention: Angela Moore

[SIGNATURE PAGE TO AMENDED AND RESTATED  
REVOLVING CREDIT AGREEMENT]

BANK OF AMERICA, N.A.  
as Documentation Agent and as a Lender

By /s/ Michael J. McKenney

-----  
Name: Michael J. McKenney  
Title: Managing Director

Revolving Commitment: \$45,000,000

Address for Notices

-----  
For General Notices:

Bank of America, N.A.  
100 North Tryon Street, 17th Floor  
Charlotte, NC 28255  
Telephone: (704) 388-5920  
Facsimile: (704) 388-0960  
Attention: Michael McKenney

For Administrative/Operations Notices:

Bank of America, N.A.  
101 North Tryon Street, NC1-001-15-03  
Charlotte, NC 28255  
Telephone: (704) 386-3781  
Facsimile: (704) 409-0056  
Attention: Jason Petrea

[SIGNATURE PAGE TO AMENDED AND RESTATED  
REVOLVING CREDIT AGREEMENT]

COMERICA BANK  
as a Lender

By /s/ Kristine L. Vigliotti

-----  
Name: Kristine L. Vigliotti  
Title: Vice President

Revolving Commitment: \$15,000,000

Address for Notices  
-----

For General Notices:

Comerica Bank  
U.S. Banking Southeast  
500 Woodward Avenue, 9th Floor, MC 3280  
Detroit, MI 48275-3280  
Telephone: (313) 222-6122  
Facsimile: (313) 222-3330  
Attention: Danielle N. Butler

For Administrative/Operations Notices:

Comerica Bank  
U.S. Banking Southeast  
500 Woodward Avenue, 9th Floor, MC 3280  
Detroit, MI 48275-3280  
Telephone: (313) 222-4233  
Facsimile: (313) 222-3330  
Attention: Sherri Carter

[SIGNATURE PAGE TO AMENDED AND RESTATED  
REVOLVING CREDIT AGREEMENT]

THE CHASE MANHATTAN BANK  
as a Lender

By /s/ Edmond DeForest

-----  
Name: Edmond DeForest  
Title: Vice President

Revolving Commitment: \$15,000,000

Address for Notices  
-----

For General Notices:

The Chase Manhattan Bank  
Global Media & Telecommunications Group  
270 Park Avenue, 36th Floor  
New York, NY 10017  
Telephone: (212) 270-9627  
Facsimile: (212) 270-4584  
Attention: Edmond DeForest

For Administrative/Operations Notices:

The Chase Manhattan Bank  
Chase Manhattan Loan Services Group  
1 Chase Manhattan Plaza, 8th Floor  
New York, NY 10081  
Telephone: (212) 552-7489  
Facsimile: (212) 552-5700  
Attention: Elaine Augustine

[SIGNATURE PAGE TO AMENDED AND RESTATED  
REVOLVING CREDIT AGREEMENT]

BNP PARIBAS  
as a Lender

By /s/ John Stacy  
-----

Name: John Stacy  
Title: Managing Director

By /s/ Mike Shryock  
-----

Name: Mike Shryock  
Title: Vice President

Revolving Commitment: \$15,000,000

For General Notices:

BNP Paribas  
1200 Smith Street, #3100  
Houston, TX 77002  
Telephone: (713) 982-1105  
Facsimile: (713) 659-5228  
Attention: Mike Shryock

For Administrative/Operations Notices:

BNP Paribas  
1200 Smith Street, #3100  
Houston, TX 77002  
Telephone: (713) 982-1126  
Facsimile: (713) 659-5305  
Attention: Leah E. Hughes

[SIGNATURE PAGE TO AMENDED AND RESTATED  
REVOLVING CREDIT AGREEMENT]

SUMITOMO MITSUI BANKING CORPORATION  
as a Lender

By /s/ Eric Seeley

-----  
Name: Eric Seeley  
Title: Vice President

Revolving Commitment: \$15,000,000

Address for Notices  
-----

For General Notices:

Sumitomo Mitsui Banking Corporation  
277 Park Avenue, 6th Floor  
New York, New York 10172  
Telephone: (212) 224-4171  
Facsimile: (313) 224-4384  
Attention: Eric Seeley

For Administrative/Operations Notices:

Sumitomo Mitsui Banking Corporation  
277 Park Avenue, 6th Floor  
New York, New York 10172  
Telephone: (212) 224-4395  
Facsimile: (313) 224-5197  
Attention: Ivette Brown

[SIGNATURE PAGE TO AMENDED AND RESTATED  
REVOLVING CREDIT AGREEMENT]



MELLON BANK N.A.  
as a Lender

By /s/ Jon C. Ritz

-----  
Name: Jon C. Ritz  
Title: Vice President

Revolving Commitment: \$15,000,000

Address for Notices  
-----

For General Notices:

Mellon Bank N.A.  
Two Mellon Center, Room 270  
Pittsburgh, PA 15259  
Telephone: (412) 236-1190  
Facsimile: (412) 234-9010  
Attention: Jon C. Ritz

For Administrative/Operations Notices:

Mellon Bank N.A.  
Two Mellon Center, Room 270  
Pittsburgh, PA 15259  
Telephone: (412) 234-5767  
Facsimile: (412) 209-6124  
Attention: Richard Bouchard

[SIGNATURE PAGE TO AMENDED AND RESTATED  
REVOLVING CREDIT AGREEMENT]

FIRST UNION NATIONAL BANK  
as a Lender

By /s/ Dawn P. Weiss

-----  
Name: Dawn P. Weiss  
Title: Vice President

Revolving Commitment: \$15,000,000

Address for Notices  
-----

For General Notices:

First Union National Bank  
301 South College Street  
Charlotte, NC 28288  
Telephone: (704) 715-8098  
Facsimile: (704) 383-7611  
Attention: Dave Diggers

For Administrative/Operations Notices:

First Union National Bank  
201 South College Street, CP17 NC1183  
Charlotte, NC 28288-1183  
Telephone: (704) 715-1876  
Facsimile: (704) 383-7999  
Attention: Diane Taylor

[SIGNATURE PAGE TO AMENDED AND RESTATED  
REVOLVING CREDIT AGREEMENT]

CREDIT LYONNAIS AMERICAS  
as a Lender

By /s/ Attila Koc

-----  
Name: Attila Koc  
Title: Senior Vice President

Revolving Commitment: \$11,250,000

Address for Notices  
-----

For General Notices:

Credit Lyonnais Americas  
2200 Ross Avenue, Suite 4400 West  
Dallas, TX 75201  
Telephone: (214) 220-2308  
Facsimile: (214) 220-2323  
Attention: Brian Myers

For Administrative/Operations Notices:

Credit Lyonnais Americas  
1301 Avenue of the Americas  
New York, NY 10019  
Telephone: (212) 261-7623  
Facsimile: (212) 261-7696  
Attention: Tommaso Puglisi

[SIGNATURE PAGE TO AMENDED AND RESTATED  
REVOLVING CREDIT AGREEMENT]

BANK HAPOALIM B.M.  
as a Lender

By /s/ Shaun Breedhart

-----  
Name: Shaun Breedhart  
Title: Vice President

By /s/ Laura Anne Raffa

-----  
Name: Laura Anne Raffa  
Title: Senior Vice President &  
Corporate Manager

Revolving Commitment: \$7,500,000

For General Notices:

Bank Hapoalim B.M.  
New York Branch  
1177 Avenue of the Americas  
New York, NY 10036  
Telephone: (212) 782-2181  
Facsimile: (212) 782-2382  
Attention: Marc Bosc

For Administrative/Operations Notices:

Bank Hapoalim B.M.  
New York Branch  
1177 Avenue of the Americas  
New York, NY 10036  
Telephone: (212) 782-2179  
Facsimile: (212) 782-2187  
Attention: Donna Gindoff

[SIGNATURE PAGE TO AMENDED AND RESTATED  
REVOLVING CREDIT AGREEMENT]

Schedule I

APPLICABLE MARGIN AND APPLICABLE PERCENTAGE

Pricing Level	Rating Category	Applicable Margin for Eurocurrency Loans	Applicable Margin for Base Rate Loans	Applicable Percentage for Facility Fee	Applicable Percentage for Letter of Credit Fees
I	A-or higher/A3 or higher	.625% p.a.	0% p.a.	.125% p.a.	.625% p.a.
II	BBB+/Baa1	.725% p.a.	0% p.a.	.150% p.a.	.725% p.a.
III	BBB /Baa2	.825% p.a.	0% p.a.	.175% p.a.	.825% p.a.
IV	less than BBB/less than Baa2	1.00% p.a.	0% p.a.	.25% p.a.	1.00% p.a.

Schedule I-1

FOREIGN CURRENCY PAYMENT ACCOUNTS  
-----

Schedule 4.5

ENVIRONMENTAL MATTERS  
-----

Two buried diesel tanks are located at the Certegy Payment Services, Inc. (f/k/a Equifax Payment Services, Inc.) site in Tampa, Florida. The EPA has inspected these tanks and found them not to be in violation of EPA laws.

Schedule 4.5

## SCHEDULE 4.14

## SUBSIDIARIES

COMPANY NAME	PARENT COMPANY	% OWNERSHIP OF PARENT	JURISDICTION OF INCORPORATION/ ORGANIZATION	TYPE OF ENTITY
AGES Participacoes S.A.	Card Brazil Holdings, Inc.	99.99%	Brazil	Corporation
Aircrown Ltd.	Transax Plc	100%	England	Private Company Limited by Shares
Card Brazil Holdings, Inc.*	Payment South America Holdings, Inc.	100%	Georgia	Corporation
Card Brasil Holdings Ltda.	AGES Participacoes S.A.	99.99%	Brazil	Limited Liability Company
Card Brazil LLC*	Card Brazil Holdings, Inc.	100%	Georgia	Limited Liability Company
Central Credit Services Ltd.	Transax Plc	100%	Scotland	Limited Company
Circle of Value, Ltd.	Certegy Card Services, Inc. (f/k/a Equifax Card Services, Inc.)	50%	Wisconsin	General Partnership
Certegy Asia Pacific Holdings, Inc. (f/k/a Equifax Asia Pacific Holdings, Inc.)*	Certegy Inc.	100%	Georgia	Corporation
Certegy Australia Plc (f/k/a Equifax Australia Plc)	Transax Plc	99.99%	England	Public Company Limited by Shares
Certegy Card Services, Inc. (f/k/a Equifax Card Services, Inc.)*	Certegy Payment Services, Inc. (f/k/a Equifax Payment Services, Inc.)	100%	Florida	Corporation
Certegy Card Services Australia Pty Ltd. (f/k/a Equifax Card Solutions Australia Pty Ltd.)	Certegy Asia Pacific Holdings, Inc. (f/k/a Equifax Asia Pacific Holdings, Inc.)	100%	Australia	Corporation
Certegy Card Services Ltd. (f/k/a Equifax Card Solutions Ltd.)	Payment U.K. Ltd.	100%	England	Private Company Limited by Shares
Certegy Card Services	Certegy Europe	99.92%	France	Corporation

Schedule 4.5



COMPANY NAME	PARENT COMPANY	% OWNERSHIP OF PARENT	JURISDICTION OF INCORPORATION/ ORGANIZATION	TYPE OF ENTITY
S.A. (f/k/a Equifax Card Solutions S.A.)	LLC			
Equifax (Cayman Islands) Ltd.	Payment Brasil Holdings Ltda.	100%	Cayman Islands	Company Limited by Shares
Certegy Check Services, Inc. (f/k/a Equifax Check Services, Inc.)*	Certegy Payment Services, Inc. (f/k/a Equifax Payment Services, Inc.)	100%	Delaware	Corporation
Certegy E-Banking Services, Inc. (f/k/a Equifax E-Banking Solutions, Inc.)*	Certegy Payment Services (f/k/a Equifax Payment Services, Inc.)	100%	Georgia	Corporation
Certegy New Zealand Ltd. (f/k/a Equifax Ltd.)	Transax Plc	100%	New Zealand	Corporation
Certegy Payment Recovery Services, Inc. (f/k/a Equifax Payment Recovery Services, Inc.)*	Certegy Check Services, Inc. (f/k/a Equifax Check Services, Inc.)	100%	Georgia	Corporation
Certegy Payment Services, Inc. (f/k/a Equifax Payment Services, Inc.)*	Certegy Inc.	100%	Delaware	Corporation
Certegy Pty Ltd. (f/k/a Equifax Pty Ltd.)	Transax Plc	100%	Australia	Corporation
Certegy SNC (f/k/a Equifax SNC)	Transax France Plc Central Credit Services, Ltd.	99.5% .5%	France	Corporation
Financial Insurance Marketing Group, Inc.*	Certegy Payment Services, Inc. (f/k/a Equifax Payment Services, Inc.)	100%	District of Columbia	Corporation
Certegy First Bankcard Systems, Inc. (f/k/a First Bankcard Systems, Inc.)*	Certegy Inc.	100%	Georgia	Corporation
Partech Ltda.	Payment Brasil Holdings Ltda.	51%	Brazil	Limited Liability Company
Payment Brasil Holdings Ltda.	Payment South America Holdings, Inc. Payment South America LLC	99.99% .01%	Brazil	Limited Liability Company

Schedule 4.5

COMPANY NAME	PARENT COMPANY	% OWNERSHIP OF PARENT	JURISDICTION OF INCORPORATION/ ORGANIZATION	TYPE OF ENTITY
Payment Chile, S.A.	Payment South America Holdings, Inc.	99.99%	Chile	Corporation
Certegy Europe LLC*	Certegy Inc.	100%	Georgia	Limited Liability Company
Payment South America Holdings, Inc.*	Certegy Card Services, Inc. (f/k/a Equifax Card Services, Inc.)	100%	Georgia	Corporation
Payment South America LLC*	Payment South America Holdings, Inc.	100%	Georgia	Limited Liability Company
Certegy Ltd. (f/k/a Payment U.K. Ltd.)	Certegy Europe LLC	100%	England	Private Company Limited by Shares
Certegy S.A. (f/k/a Procard S.A.)	Payment Chile, S.A.	99.99%	Chile	Corporation
Retail Credit Management Ltd.	Transax Plc	100%	England	Private Company Limited by Shares
Certegy Canada, Inc. (f/k/a Telecredit Canada Inc.)	Certegy Inc.	100%	Canada	Corporation
Transax France Plc	Transax Plc	99.99%	England	Public Company Limited by Shares
Transax Ireland Ltd.	Transax Plc	100%	Ireland	Private Company Limited by Shares
Transax Plc	Payment U.K. Ltd.	100%	England	Public Company Limited by Shares
Certegy Ltda. (f/k/a Unnisa-Solucoes em	Payment Brasil Holdings Ltda.	59.332%	Brazil	Limited Liability Company
Meios de Pagamento Ltda.)	Card Brasil Holdings Ltda.	40.668%		
VIV Plc	Transax Plc	99.25%	England	Public Company Limited by Shares

Schedule 4.5

## FUNDING DATE INDEBTEDNESS

-----

1. See Indebtedness listed on Schedule 7.1.
2. Intercompany receivables and payables between the Borrower and its Subsidiaries, on the one hand, and Equifax and its Subsidiaries (other than the Borrower and its Subsidiaries) on the other hand, to be reconciled after the Spin-off in an amount that would not exceed the level of Indebtedness that would otherwise be permitted to exist after the Funding Date pursuant to Section 7.1. Neither the Borrower nor its Subsidiaries will pay any such intercompany payables constituting Indebtedness to Equifax or its Subsidiaries from the Funding Date through the Spin-off Date.
3. Intercompany payables of the Borrower and/or its Subsidiaries to Equifax for amounts advanced after June 30, 2001 and prior to the Spin-off by Equifax for use by the Borrower and/or its Subsidiaries to fund their settlement obligations for credit card transactions, such advances being obtained by Equifax for the benefit of the Borrower and/or its Subsidiaries under that certain Credit Agreement dated as of December 22, 1997 between Equifax and First Union National Bank and/or from other Equifax lenders, and being repayable to Equifax out of funds received from the customers of the Borrower and/or its Subsidiaries.
4. Various other Indebtedness of the Borrower and its Consolidated Subsidiaries in an aggregate amount up to \$5,000,000.

OUTSTANDING SPIN-OFF CLOSING DATE INDEBTEDNESS  
-----

1. Certegy Ltda. (f/k/a Unnisa-Solucoes em Meios de Pagamento Ltda.) has loans outstanding in an amount equal to approximately U.S. \$190,000.
2. Letters of Credit now or hereafter existing:
  - (a) \$1,000,000 letter of credit issued by Wachovia Bank on behalf of Certegy Payment Services, Inc. for the benefit of Florida Department of Environmental Protection.
  - (b) \$595,000 letter of credit issued by Wachovia Bank on behalf of Certegy Card Services, Inc. for the benefit of VISA USA, Inc.
3. \$130,000,000 settlement line of credit with First Union National Bank (or such other lender(s) as may be selected by Borrower)
4. \$50,000,000 discretionary credit facility with First Union National Bank (or such other lender(s) as may be selected by Borrower), which may be put in place on or after the Funding Date
5. Interest rate swap contract with Bank of America, N.A. with a notional amount of \$10,100,000.
6. Synthetic lease with SunTrust Bank and Atlantic Financial Group Ltd. relating to Borrower's St. Petersburg, Florida facility (the "St. Petersburg Facility"), with a financed amount not to exceed (when aggregated with the financed amount in item 7) \$34,000,000.
7. Synthetic lease with SunTrust Bank relating to Borrower's Madison, Wisconsin facility, with a financed amount not to exceed (when aggregated with the financed amount in item 6) \$34,000,000.
8. Guaranty of Borrower in favor of Honeywell Inc., as sublandlord, of all of the obligations of Certegy Payment Services, Inc. (f/k/a Equifax Payment Services, Inc.), as subtenant, under the Agreement of Sublease, dated November 30, 1995, of the St. Petersburg Facility.
9. \$100,000,000 Credit Agreement with SunTrust Bank, as agent for the lenders party thereto.

Schedule 7.2

EXISTING LIENS  
-----

1. Liens on Borrower's St. Petersburg, Florida and Madison, Wisconsin facilities securing the synthetic lease transactions disclosed in Schedule 7.1.
2. Liens revealed in UCC searches delivered to Administrative Agent on or prior to the Funding Date.

Schedule 7.2

SCHEDULE 7.4

EXISTING INVESTMENTS  
-----

1.	Certegy Ltda. (f/k/a Unnisa-Solucoes em Meios de Pagamento Ltda.):	\$192,449,000
2.	Certegy S.A. (f/k/a Procard S.A.):	\$11,386,000
3.	Certegy Asia Pacific Holdings, Inc. (f/k/a Equifax Asia Pacific Holdings, Inc.)	\$4,000,000
4.	Certegy Card Services Ltd. (f/k/a Equifax Card Solutions Ltd.) and Certegy Ltd. (f/k/a Payment U.K. Ltd.)	\$60,000,000
5.	Certegy Canada, Inc. (f/k/a Telecredit Canada Inc.)	\$1,065,000

Schedule 7.4

MANDATORY COSTS RATE

1. Definitions

In this Exhibit:

"Act" means the Bank of England Act of 1998.

The terms "Eligible Liabilities" and "Special Deposits" have the meanings ascribed to them under or pursuant to the Act or by the Bank of England (as may be appropriate), on the day of the application of the formula.

"Fee Base" has the meaning ascribed to it for the purposes of, and shall be calculated in accordance with, the Fees Regulations.

"Fees Regulations" means, as appropriate, either:

- (a) the Banking Supervision (Fees) Regulations 2000; or
- (b) such regulations as from time to time may be in force, relating to the payment of fees for banking supervision in respect of periods subsequent to March 31, 2001.

"FSA" means the Financial Services Authority.

"Reference Lender" means Barclays Bank Plc.

Any reference to a provision of any statute, directive, order or regulation herein is a reference to that provision as amended or re-enacted from time to time.

2. Calculation of the Mandatory Costs Rate

The Mandatory Costs Rate is an addition to the interest rate on each Eurocurrency Loan or any other sum on which interest is to be calculated to compensate the Lenders for the cost attributable to such Eurocurrency Loan or such sum resulting from the imposition from time to time under or pursuant to the Act and/or by the Bank of England and/or the FSA (or other United Kingdom governmental authorities or agencies) of a requirement to place non-interest bearing or Special Deposits (whether interest bearing or not) with the Bank of England and/or pay fees to the FSA calculated by reference to the liabilities used to fund the relevant Eurocurrency Loan or such sum.

The "Mandatory Costs Rate" will be the rate determined by the Administrative Agent to

Schedule 7.4

be equal to the rate (rounded upward, if necessary, to the next higher 1/100 of 1%) resulting from the application of the following formula:

For Sterling:

$$\frac{XL + S(L-D) + F \times 0.01}{100 - (X+S)}$$

For Other Foreign Currencies:

$$\frac{F \times 0.01}{300}$$

where on the day of application of the formula

- X is the percentage of Eligible Liabilities (in excess of any stated minimum) by reference to which the Reference Lender is required under or pursuant to the Act to maintain cash ratio deposits with the Bank of England;
- L is the rate of interest (exclusive of the Applicable Margin and Mandatory Costs Rate) payable on that day on the related Eurocurrency Loan or unpaid sum pursuant to this Agreement;
- F is the rate of charge payable by the Reference Lender to the FSA pursuant to the Fees Regulations (but, for this purpose, ignoring any minimum fee required pursuant to the Fees Regulations) and expressed in pounds per (pound)1 million of the Fee Base of such Reference Lender;
- S is the level of interest-bearing Special Deposits, expressed as a percentage of Eligible Liabilities, which the Reference Lender is required to maintain by the Bank of England (or other United Kingdom governmental authorities or agencies); and
- D is the percentage rate per annum payable by the Bank of England to the Reference Lender on Special Deposits.

(X, L, S and D are to be expressed in the formula as numbers and not as percentages. A negative result obtained from subtracting D from L shall be counted as zero.)

The Mandatory Costs Rate attributable to a Eurocurrency Loan or other sum for any period shall be calculated at or about 11:00 A.M. (London time) on the first day of such period for the duration of such period.

### 3. Change of Requirements

If there is any change in circumstance (including the imposition of alternative or



additional requirements) which in the reasonable opinion of the Administrative Agent renders or will render the above formula (or any element thereof, or any defined term used therein) inappropriate or inapplicable, the Administrative Agent shall (with the written consent of the Borrower, which shall not be unreasonably withheld) be entitled to vary the same. Any such variation shall, in the absence of manifest error, be conclusive and binding on all parties and shall apply from the date specified in such notice.

Schedule 7.4

\$130,000,000

CREDIT AGREEMENT

dated as of

June 29, 2001

by and between

CERTEGY INC.

and

FIRST UNION NATIONAL BANK

TABLE OF CONTENTS

CREDIT AGREEMENT

ARTICLE I. DEFINITIONS.....1  
-----  
SECTION 1.1 Definitions.....1  
-----  
SECTION 1.2 Accounting Terms and Determinations.....16  
-----  
SECTION 1.3 References.....16  
-----  
SECTION 1.4 Use of Defined Terms.....16  
-----  
SECTION 1.5 Terminology.....16  
-----  
ARTICLE II. CREDIT FACILITY.....16  
-----  
SECTION 2.1 Revolving Loans.....16  
-----  
SECTION 2.2 Borrowing, Investment Procedures Under Cash Management Arrangement.....17  
-----  
SECTION 2.3 Revolver Note.....18  
-----  
SECTION 2.4 Repayment of Revolving Loans.....18  
-----  
SECTION 2.5 Interest.....18  
-----  
SECTION 2.6 Fees.....19  
-----  
SECTION 2.7 Termination or Reductions of Commitment.....19  
-----  
SECTION 2.8 General Provisions as to Payments.....20  
-----  
SECTION 2.9 Taxes.....20  
-----  
ARTICLE III. CONDITIONS TO BORROWINGS.....22  
-----  
SECTION 3.1 Conditions to Initial Revolving Loan.....22  
-----  
SECTION 3.2 Failure to Fulfill Conditions Precedent.....25  
-----  
SECTION 3.3 Conditions to All Revolving Loans.....25  
-----  
ARTICLE IV. REPRESENTATIONS AND WARRANTIES.....25  
-----  
SECTION 4.1 Existence; Power.....25  
-----  
SECTION 4.2 Organizational Power; Authorization.....25  
-----  
SECTION 4.3 Governmental Approvals; No Conflicts.....26  
-----  
SECTION 4.4 Financial Statements.....26  
-----  
SECTION 4.5 Litigation and Environmental Matters.....26  
-----  
SECTION 4.6 Compliance with Laws and Agreements.....27  
-----  
SECTION 4.7 Investment Company Act, Etc.....27  
-----  
SECTION 4.8 Taxes.....27  
-----  
SECTION 4.9 Margin Regulations.....27  
-----  
SECTION 4.10 ERISA.....27  
-----  
SECTION 4.11 Ownership of Property.....28  
-----  
SECTION 4.12 Disclosure.....28  
-----  
SECTION 4.13 Labor Relations.....28  
-----

SECTION 4.14 Subsidiaries.....	29
SECTION 4.15 Spin-off.....	29
SECTION 4.16 Primary Credit Agreements.....	29
SECTION 4.17 Indebtedness as of Funding Date.....	29
ARTICLE V. COVENANTS.....	29
SECTION 5.1 Information.....	29
SECTION 5.2 Inspection of Property, Books and Records.....	31
SECTION 5.3 Existence; Conduct of Business.....	31
SECTION 5.4 Notices of Material Events.....	32
SECTION 5.5 Use of Proceeds.....	32
SECTION 5.6 Consummation of Spin-off.....	32
SECTION 5.7 Compliance with Laws; Payment of Taxes.....	33
SECTION 5.8 Insurance.....	33
SECTION 5.9 Maintenance of Property.....	33
SECTION 5.10 Transactions with Affiliates.....	33
SECTION 5.11 Payment Services Account.....	33
SECTION 5.12 Cash Management Relationship.....	33
SECTION 5.13 Subsidiary Indebtedness.....	34
SECTION 5.14 Negative Pledge.....	34
SECTION 5.15 Fundamental Changes.....	35
SECTION 5.16 Investments, Loan, Acquisitions, etc.....	36
SECTION 5.17 Restricted Payments.....	36
SECTION 5.18 Sale of Assets.....	37
SECTION 5.19 Hedging Agreements.....	37
SECTION 5.20 Amendment to Material Documents.....	37
SECTION 5.21 Accounting Changes.....	37
SECTION 5.22 Leverage Ratio.....	37
SECTION 5.23 Fixed Charge Coverage Ratio.....	37
SECTION 5.24 Indebtedness During Transition Period.....	38
ARTICLE VI. DEFAULTS.....	38
SECTION 6.1 Events of Default.....	38
ARTICLE VII. MISCELLANEOUS.....	40
SECTION 7.1 Notices.....	40
SECTION 7.2 No Waivers.....	41
SECTION 7.3 Expenses; Documentary Taxes.....	41
SECTION 7.4 Indemnification.....	41
SECTION 7.5 Amendments and Waivers.....	41
SECTION 7.6 Successors and Assigns; Participants.....	42
SECTION 7.7 Confidentiality.....	43
SECTION 7.8 Representation by the Lender.....	43

SECTION 7.9 Georgia Law.....43  
-----  
SECTION 7.10 Severability.....43  
-----  
SECTION 7.11 Interest.....44  
-----  
SECTION 7.12 Interpretation.....44  
-----  
SECTION 7.13 Waiver of Jury Trial; Consent to Jurisdiction.....45  
-----  
SECTION 7.14 Arbitration.....45  
-----  
SECTION 7.15 Counterparts.....46  
-----  
SECTION 7.16 Source of Funds -- ERISA.....46  
-----  
SECTION 7.17 CCS Agreements and Acknowledgements.....46  
-----

EXHIBITS

- - - - -

Exhibit A                      Form of Revolver Note

- - - - -

Exhibit B                      Description of Cash Management Arrangement

- - - - -

Exhibit C                      Form of Closing Certificate

- - - - -

Exhibit D                      Form of Opinion of Special Counsel to Borrower

- - - - -

Exhibit E                      Form of Opinion of General Counsel to Borrower

- - - - -

SCHEDULES

- - - - -

Schedule 4.5                    Environmental Matters

- - - - -

Schedule 4.14                  Subsidiaries

- - - - -

Schedule 4.17                  Funding Date Indebtedness

- - - - -

Schedule 5.13                  Spin-off Date Indebtedness

- - - - -

Schedule 5.14                  Existing Liens

- - - - -

CREDIT AGREEMENT

THIS CREDIT AGREEMENT dated as of June 29, 2001, by and between CERTEGY INC. (the "Company" or "Borrower"), a corporation organized under the laws of Georgia, and FIRST UNION NATIONAL BANK, a national banking association ("First Union" or "Lender").

STATEMENT OF PURPOSE

The Borrower has requested that First Union provide the revolving credit facility hereunder. The parties have agreed that the revolving credit facility is to be governed by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, covenants and provisions herein contained and for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and First Union hereby agree as follows:

ARTICLE I.

DEFINITIONS

SECTION 1.1 Definitions. The terms as defined in this Section 1.1

-----  
shall, for all purposes of this Agreement and any amendment hereto (except as herein otherwise expressly provided or unless the context otherwise requires), have the meanings set forth herein:

"Acquisition" shall mean any acquisition, whether by stock purchase, asset purchase, merger, consolidation or otherwise of a Person or a business line of a Person.

"Adjusted Federal Funds Rate" has the meaning set forth in Section 2.5(a).

"Affiliate" of any relevant Person means (i) any Person that directly, or indirectly through one or more intermediaries, controls the relevant Person (a "Controlling Person"), (ii) any Person (other than the relevant Person or a Subsidiary of the relevant Person) which is controlled by or is under common control with a Controlling Person, or (iii) any Person (other than a Subsidiary of the relevant Person) of which the relevant Person owns, directly or indirectly, 20% or more of the common stock or equivalent equity interests. As used herein, the term "control" means possession, directly or indirectly, of the power to

direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Credit Agreement, together with all amendments and supplements hereto.

"Applicable Law" means all applicable provisions of constitutions, laws, statutes, treaties, rules, regulations and orders of all Governmental Authorities and all orders and decrees of all courts and arbitrators.

"Assignee" has the meaning set forth in Section 7.6(c).

"Authorized Officer" means (i) any of the following officers of the Borrower: president, chief executive officer, vice presidents, chief financial officer, chief operating officer, treasurer, and controller, and (ii) any other officers of the Borrower as the Borrower may notify the Lender in writing from time to time.

"Borrower" shall have the meaning assigned thereto in the preamble hereof.

"Borrowing" means a borrowing hereunder consisting of Revolving Loans made to the Borrower by the Lender.

"Business Day" means any day except a Saturday, Sunday or other day on which commercial banks in Georgia or North Carolina are authorized by law to close.

"Capital Lease Obligations" of any Person shall mean all obligations of such Person to pay rent or other amounts under any lease (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Capital Stock" means any nonredeemable capital stock of a Person (to the extent issued to another Person), whether common or preferred.

"Cash Management Arrangement" means the cash management and line of credit product of the Lender provided to the Borrower and CCS as described in Exhibit B hereto (as such Exhibit may be modified, amended or ----- replaced from time to time), as such product may be altered, amended or modified from time to time, together with any agreement now existing or hereafter entered into between the Lender (or any of its affiliates) and the Borrower and/or CCS, and any service now or hereafter provided by the Lender (or any of its affiliates) to or on behalf of the Borrower and/or CCS in connection therewith, and any similar product of the Lender (or any of its affiliates) agreed to by the Borrower as



providing the operational means of implementing the Borrower's usage of the Revolver and Revolving Loans thereunder and providing the mechanism for payment to the Lender of the Obligations arising under or in connection with the Revolver and the Revolving Loans thereunder.

"CCS" means Equifax Card Services, Inc., a corporation organized under the laws of Florida, whose name will be changed to Certegy Card Services, Inc. as part of the Spin-off.

"CERCLA" means the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. s.s 9601 et. seq. and its implementing regulations and amendments.

"CERCLIS" means the Comprehensive Environmental Response Compensation and Liability Inventory System established pursuant to CERCLA.

"Change in Control" shall mean the occurrence after the Spin-off Closing Date of one or more of the following events: (a) any sale, lease, exchange or other transfer (in a single transaction or a series of related transactions) of all or substantially all of the assets of the Borrower to any Person or "group" (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder in effect on the date hereof), (b) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or "group" (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date hereof) of 30% or more of the outstanding shares of the voting stock of the Borrower; or (c) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were neither (i) nominated by the current board of directors (as in effect immediately after the consummation of the Spin-off) or (ii) appointed by directors so nominated.

"Closing Certificate" has the meaning set forth in Section 3.1(h).

"Code" means the Internal Revenue Code of 1986, as amended, or any successor Federal tax code.

"Commitment" means the Commitment of the Lender to make Revolving Loans under the Revolver in an aggregate outstanding principal amount not to exceed at any time One Hundred Thirty Million Dollars (\$130,000,000).

"Company" shall have the meaning assigned thereto in the preamble hereto.

"Consolidated EBIT" shall mean, for the Borrower and its Subsidiaries for any period, an amount equal to the sum of (a) Consolidated Net Income for such period plus (b) to the extent deducted in determining Consolidated Net Income for such period, (i) Consolidated Interest

Expense, (ii) income tax expense and (iii) all other non-cash charges, determined on a consolidated basis in accordance with GAAP in each case for such period.

"Consolidated EBITDA" shall mean, for the Borrower and its Subsidiaries for any period, an amount equal to the sum of (a) Consolidated Net Income for such period plus (b) to the extent deducted in determining Consolidated Net Income for such period, (i) Consolidated Interest Expense, (ii) income tax expense, (iii) depreciation and amortization and (iv) all other non-cash charges, determined on a consolidated basis in accordance with GAAP in each case for such period.

"Consolidated EBITDAR" shall mean, for the Borrower and its Subsidiaries for any period, an amount equal to the sum of (a) Consolidated EBITDA and (b) Consolidated Lease Expense.

"Consolidated Fixed Charges" shall mean, for the Borrower and its Subsidiaries for any period, the sum (without duplication) of (a) Consolidated Interest Expense for such period and (b) Consolidated Lease Expense for such period.

"Consolidated Interest Expense" shall mean, for the Borrower and its Subsidiaries for any period determined on a consolidated basis in accordance with GAAP, the sum of (i) total interest expense, including without limitation the interest component of any payments in respect of Capital Lease Obligations capitalized or expensed during such period (whether or not actually paid during such period) plus (ii) the net amount payable (or minus the net amount receivable) under Hedging Agreements during such period (whether or not actually paid or received during such period).

"Consolidated Lease Expense" shall mean, for any period, the aggregate amount of fixed and contingent rentals payable by the Borrower and its Subsidiaries with respect to leases of real and personal property (excluding Capital Lease Obligations) determined on a consolidated basis in accordance with GAAP for such period.

"Consolidated Net Income" shall mean, for any period, the net income (or loss) of the Borrower and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, but excluding therefrom (to the extent otherwise included therein) (i) any extraordinary gains or losses, (ii) any gains attributable to write-ups of assets and (iii) any equity interest of the Borrower or any Subsidiary of the Borrower in the unremitted earnings of any Person that is not a Subsidiary and (iv) any income (or loss) of any Person accrued prior to the date it becomes a Subsidiary or is merged into or consolidated with the Borrower or any Subsidiary on the date that such Person's assets are acquired by the Borrower or any Subsidiary.

"Consolidated Subsidiary" shall mean, at any date, any Person that, in accordance with GAAP, would be consolidated in the Borrower's consolidated financial statements on such date.

"Consolidated Total Assets" shall mean, at any time, the total assets of the Borrower and its Consolidated Subsidiaries, determined on a consolidated basis, in accordance with GAAP.

"Consolidated Total Debt" shall mean, at any time, without duplication, the sum of (i) all then currently outstanding obligations, liabilities and indebtedness of the Borrower and its Subsidiaries on a consolidated basis of the types described in the definition of Indebtedness (other than the type described in clause (xi) of the definition thereof), including, but not limited to, all obligations under the Loan Documents and the Primary Credit Agreements plus (ii) all Indebtedness of any Permitted Securitization Subsidiary.

"Default" means any condition or event which constitutes an Event of Default or which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

"Default Rate" means, with respect to the Revolving Loans, on any day, the sum of two percent (2%) plus the then highest Interest Rate which may be applicable to the Revolving Loans hereunder (irrespective of whether any such type of Revolving Loans are actually outstanding hereunder).

"Distribution Agreement" means that certain Distribution Agreement Plan of Reorganization and Distribution between the Borrower and Equifax, substantially in the form attached to the Form 10 Filing.

"Dollars" or "\$" means dollars in lawful currency of the United States of America.

"Environmental Laws" shall mean all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by or with any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, Release or threatened Release of any Hazardous Material or to health and safety matters.

"Environmental Liability" shall mean any liability, contingent or otherwise (including any liability for damages, costs of environmental investigation and remediation, costs of administrative oversight, fines, natural resource damages, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) any actual or alleged violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) any actual or alleged exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equifax" means Equifax Inc., a Georgia corporation.

"Equifax Credit Agreement" means that certain Credit Agreement, dated as of December 22, 1997, between Equifax and the Lender, as amended.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, or any successor law. Any reference to any provision of ERISA shall also be deemed to be a reference to any successor provision or provisions thereof.

"ERISA Affiliate" shall mean any trade or business (whether or not incorporated), which, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for the purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code

"ERISA Event" shall mean (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived and other than an event triggered by the Spin-off); (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator appointed by the PBGC of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"Event of Default" has the meaning set forth in Section 6.1.

"Execution Date" means the date of this Agreement.

"Federal Funds Rate" means, for any day, the rate per annum (rounded upwards, if necessary, to the nearest 1/100th of one percent (1%)) equal to the weighted average of the rates on overnight federal funds transactions with member banks of the Federal Reserve System arranged by federal funds brokers, as published for such day (or if such day is not a Business Day, then on the next preceding Business Day) by the Federal Reserve Bank of Atlanta, or if such rate is not so published for any day which is a Business Day, then the average of the quotations for such day on such transactions received by First Union from three federal funds brokers of recognized standing selected by First Union.

"First Union" shall have the meaning assigned thereto in the preamble hereto.

"Fiscal Quarter" means any fiscal quarter of the Borrower.

"Fiscal Year" means any fiscal year of the Borrower.

"Fixed Charge Coverage Ratio" shall mean, for any period of four consecutive fiscal quarters of the Borrower, the ratio of (a) Consolidated EBITDAR for such period to (b) Consolidated Fixed Charges for such period. For fiscal quarters ending prior to the Spin-off Closing Date relevant to the calculation of this ratio, pro forma effect shall be given to the Spin-off.

"Form 10 Filing" shall mean the registration statement on Form 10 filed by the Borrower with the Securities and Exchange Commission in respect of the Spin-off on April 3, 2001, as amended on May 18, 2001 and June 11, 2001.

"Funding Date" has the meaning set forth in Section 3.1.

"GAAP" means generally accepted accounting principles applied on a basis consistent with those which, in accordance with Section 1.2, are to be used in making the calculations for purposes of determining compliance with the terms of this Agreement.

"Governmental Authority" means any nation, province, state or political subdivision thereof, and any government or any Person exercising executive, legislative, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Guarantee" of or by any Person (the "guarantor") shall mean any legally binding obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly and including any obligation, direct or indirect, of the guarantor (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued in support of such Indebtedness or obligation; provided, that the term

-----  
"Guarantee" shall not include endorsements for collection or deposits in the ordinary course of business. The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which Guarantee is made or, if not so stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith. The term "Guarantee" used as a verb has a corresponding meaning.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hedging Agreements" shall mean interest rate swap, cap or collar agreements, interest rate future or option contracts, currency swap agreements, currency future or option contracts, commodity agreements and other similar agreements or arrangements designed to protect against fluctuations in interest rates, currency values, stock values or commodity values.

"Indebtedness" of any Person shall mean, without duplication (i) obligations of such person for borrowed money, (ii) obligations of such person evidenced by bonds, debentures, notes or other similar instruments, (iii) obligations of such person in respect of the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of business on terms customary in the trade), (iv) obligations of such Person under any conditional sale or other title retention agreement(s) relating to property acquired by such Person, (v) Capital Lease Obligations of such Person, (vi) obligations, contingent or otherwise, of such person in respect of letters of credit, acceptances or similar extensions of credit, (vii) guaranties by such Person of the type of indebtedness described in clauses (i) through (v) above, (viii) all indebtedness of a third party secured by any Lien on property owned by such Person, whether or not such indebtedness has been assumed by such Person, (ix) all obligations of such Person, contingent or otherwise, to purchase, redeem, retire or otherwise acquire for value any common stock of such Person, (x) off-balance sheet liability retained in connection with asset securitization programs, Synthetic Leases, sale and leaseback transactions or other similar obligations arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the consolidated balance sheet of such Person and its Subsidiaries, and (xi) obligations under any interest rate Hedging Agreement or foreign exchange agreement. For purposes of determining Indebtedness under clause (xi) the obligations of the Borrower or any Subsidiary in respect to any hedge agreement or foreign exchange agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Borrower or such subsidiary would be required to pay if such hedging agreement were terminated at such time.

"Information Statement" means that certain Preliminary Information Statement filed as Exhibit 99.1 to the Form 10 Filing.

"Intercompany Loans" means the simultaneous intercompany loans made by the Borrower to CCS with the proceeds of each Revolving Loan advance hereunder, for the sole purpose of allowing CCS to finance working capital needs caused by daily funding requirements associated with the CCS credit and debit card operations.

"Interest Rate" means the Prime Rate, the Adjusted Federal Funds Rate or the LIBOR Rate as determined pursuant to Section 2.5(a).

"Investment" means any investment in any Person, whether by means of purchase or acquisition of obligations or securities of such Person, capital contribution to such Person, making of a time deposit with such Person, Guarantee or assumption of any obligation of such Person or otherwise.

"Lender" shall have the meaning assigned thereto in the preamble hereof.

"Lending Office" means Lender's office located at its address set forth on the signature pages hereof or such other office as such Lender may hereafter designate as its Lending Office by notice to the Borrower.

"Leverage Ratio" shall mean, as of any date of determination with respect to the Borrower, the ratio of (i) Consolidated Total Debt as of such date to (ii) Consolidated EBITDA for the four fiscal quarters then ending. For fiscal quarters ending prior to the Spin-off Closing Date relevant to the calculation of this ratio, pro forma effect shall be given to the Spin-off.

"LIBOR" means the LIBOR Market Index Rate which, for any day, is the rate for one month Dollar deposits as reported on Telerate page 3750 as of 11:00 a.m., London time, on such day, provided that if such day is not a  
-----  
London Business Day, on the immediately preceding London Business Day (or if not so reported, then as determined by First Union from another recognized source or interbank quotation).

"LIBOR Rate" has the meaning set forth in Section 2.5(a).

"Lien" shall mean any mortgage, pledge, security interest, lien (statutory or otherwise), charge, encumbrance, hypothecation, assignment, deposit arrangement, or other arrangement having the practical effect of the foregoing or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having the same economic effect as any of the foregoing).

"Loan" shall mean any Revolving Loan.

"Loan Documents" means this Agreement, the Note, the Side Letter, and any other document evidencing, relating to or securing the Revolving Loans, and any other document or instrument delivered by Borrower or any Subsidiary from time to time in connection with this Agreement, the Note, or the Revolving Loans, as such documents and instruments may be amended or supplemented from time to time.

"London Business Day" means any Business Day on which dealings in Dollar deposits are conducted in the London interbank market.

"Margin Stock" means "margin stock" as defined in Regulations T, U or X.

"Material Adverse Effect" means, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences whether or not related, a material adverse change in, or a material adverse effect on, (i) the business, results of operations, financial condition, assets or liabilities of the Borrower and its Subsidiaries taken as a whole, (ii) the ability of the Borrower or any Subsidiary to perform any of their respective obligations under the Loan Documents, (iii) the rights and remedies of the Lender under any of the Loan Documents or (iv) the legality, validity or enforceability of any of the Loan Documents.

"Material Subsidiary" shall mean at any time any direct or indirect Subsidiary of the Borrower having: (a) assets in an amount equal to at least 5% of the total assets of the Borrower and its Subsidiaries determined on a consolidated basis as of the last day of the most recent fiscal quarter of the Borrower at such time; or (b) revenues or net income in an amount equal to at least 5% of the total revenues or net income of the Borrower and its Subsidiaries on a consolidated basis for the 12-month period ending on the last day of the most recent fiscal quarter of the Borrower at such time.

"Multiemployer Plan" shall have the meaning set forth in Section 4001(a)(3) of ERISA.

"Note" means the Revolver Note.

"Notice of Election" has the meaning set forth in Section 2.5(a).

"Obligation" means, in each case, whether now in existence or hereafter arising: (i) the principal of and interest on (including interest accruing after the filing of any bankruptcy or similar petition) the Revolving Loans, and (ii) all other fees and commissions (including attorney's fees), charges, indebtedness, loans, liabilities, obligations, covenants and duties owing by Borrower to the Lender under or in respect of this Agreement, the Note or any of the other Loan Documents, of every kind, nature and description, direct or indirect, absolute or contingent, due or to become due, contractual or tortious, liquidated or unliquidated, and whether or not evidenced by any note, and whether or not for the payment of money.

"Other Taxes" has the meaning set forth in Section 2.9(b).

"Participant" has the meaning set forth in Section 7.6(b).



"Payment Services Account" shall mean the demand deposit account established by CCS with First Union pursuant to that certain Deposit Agreement and Disclosures for Non-Personal Account between CCS and First Union, having account number 2090002523289, together with such other demand deposit account, if any, hereafter established by CCS with First Union and designated in writing by the Borrower, CCS and First Union as the Payment Services Account.

"Payment Services Business" means the Certegy Business (as defined in the Distribution Agreement).

"PBGC" means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

"Permitted Acquisitions" shall mean any Acquisition so long as (a) at the time of such Acquisition, no Default or Event of Default is in existence, (b) such acquisition has been approved or recommended by the board of directors of the Person being, and (c) the Total Acquisition Consideration of such Acquisition, when aggregated with the Total Acquisition Consideration of all Acquisitions consummated by the Borrower and its Consolidated Subsidiaries during the preceding 12 month period does not exceed \$100,000,000.

"Permitted Investments" shall mean:

(i) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States), in each case maturing within one year from the date of acquisition thereof;

(ii) commercial paper having the highest rating, at the time of acquisition thereof, of S&P or Moody's and in either case maturing within six months from the date of acquisition thereof;

(iii) certificates of deposit, bankers' acceptances and time deposits maturing within 180 days of the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States or any state thereof which has a combined capital and surplus and undivided profits of not less than \$500,000,000;

(iv) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (i) above and entered into with a financial institution satisfying the criteria described in clause (iii) above; and

(v) mutual funds investing solely in any one or more of the Permitted Investments described in clauses (i) through (iv) above.

"Permitted Purpose" means the making by the Borrower of Intercompany Loans to CCS in the amount of, and immediately upon receipt of, any and all proceeds of each Revolving Loan funded to the Payment Services Account.

"Permitted Securitization Subsidiary" shall mean any Subsidiary of the Borrower that (i) is directly or indirectly wholly-owned by the Borrower, (ii) is formed and operated solely for purposes of a Permitted Securitization Transaction, (iii) has organizational documents which limit the permitted activities of such Permitted Securitization Subsidiary to the acquisition of accounts receivable and related rights from the Borrower or one or more of its Consolidated Subsidiaries or another Permitted Securitization Subsidiary, the securitization or other financing of such accounts receivable and related rights and activities necessary or incidental to the foregoing and (iv) such Permitted Securitization Subsidiary shall at all times be subject to each of the following: (A) it shall have at least one (1) member, manager, director or other similar person whose affirmative vote is required to permit such person to file a voluntary bankruptcy proceeding or to amend its formation documents, which member, manager, director or other similar person is not affiliated with the Borrower or any of its Consolidated Subsidiaries or a current or prior officer, director or employee of any of them, (B) it shall not be permitted to incur any Indebtedness other than the Indebtedness related to the Permitted Securitization Transaction, unless such Indebtedness is non-recourse to such Permitted Securitization Subsidiary and is subordinated to the Indebtedness incurred in connection with the Permitted Securitization Transaction, (C) it will not be permitted to merge or consolidate with any person other than another Permitted Securitization Subsidiary and (D) its formation documents shall contain and it shall be subject to such restrictive covenants relating to its operations as shall be required by independent counsel in order for such counsel to deliver a reasoned, market-standard "non-consolidation" opinion.

"Permitted Securitization Transaction" shall mean the transfer by Borrower or one or more of its Consolidated Subsidiaries of receivables and rights related thereto to one or more Permitted Securitization Subsidiaries and the related financing of such receivables and rights related thereto; provided

-----  
that (i) such transaction is non-recourse to Borrower and its Consolidated Subsidiaries (excluding any related Permitted Securitization Subsidiary), except for Standard Securitization Undertakings and (ii) the aggregate total amount of all Indebtedness outstanding to third parties under all Permitted Securitization Transactions shall not exceed \$120,000,000 in the aggregate at any time.

"Person" means an individual, a corporation, a limited liability company, a partnership, an unincorporated association, a trust or any other entity or organization, including, but not limited to, a government or political subdivision or an agency or instrumentality thereof.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Borrower or any ERISA Affiliate is (or, if such plan were

terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Primary Credit Agreements" means that certain Revolving Credit Agreement dated as of June 25, 2001, by and among the Borrower, its Wholly Owned Subsidiaries which become a party thereto from time to time, SunTrust Bank, as agent, and the banks listed on the signature pages thereof, and that certain 364-Day Credit Agreement dated as of June 25, 2001, by and among the Borrower, its Wholly Owned Subsidiaries which become a party thereto from time to time, SunTrust Bank, as agent, and the banks listed on the signature pages thereof, as each may be amended, supplemented or restated from time to time.

"Prime Rate" means that rate announced from time to time by First Union as its Prime Rate and is one of several interest rate bases used by First Union. First Union lends at rates above and below the Prime Rate, and the Prime Rate is not represented or intended to be the lowest or most favorable rate of interest offered by First Union.

"Principal Officer" means any of the Authorized Officers or the General Counsel of the Borrower.

"Properties" means all real property owned, leased or otherwise used or occupied by Borrower or any Consolidated Subsidiary, wherever located.

"Rating Agencies" shall mean Moody's Investors Service, Inc. and Standard & Poor's.

"Regulation T" means Regulation T of the Board of Governors of the Federal Reserve System, as in effect from time to time, together with all official rulings and interpretations issued thereunder.

"Regulation U" means Regulation U of the Board of Governors of the Federal Reserve System, as in effect from time to time, together with all official rulings and interpretations issued thereunder.

"Regulation X" means Regulation X of the Board of Governors of the Federal Reserve System, as in effect from time to time, together with all official rulings and interpretations issued thereunder.

"Release" means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or within any building, structure, facility or fixture.

"Renewal Fee" means, for any renewal term of this Agreement, the renewal fee agreed to by the Borrower and the Lender prior to the first day of such renewal term, and payable by the Borrower on such day.

"Restricted Investments" shall mean Investments in joint ventures and in Subsidiaries which are not Consolidated Subsidiaries.

"Revolver" means the revolving credit facility extended to the Borrower pursuant to Section 2.1 in the aggregate outstanding principal amount not to exceed at any time ONE HUNDRED THIRTY MILLION DOLLARS (\$130,000,000).

"Revolving Loan" means any loan or advance made by First Union pursuant to Section 2.1 of this Agreement.

"Revolver Note" has the meaning set forth in Section 2.3.

"Senior Debt Rating" shall mean the credit ratings (including indicative ratings if no actual debt has been rated) assigned from time to time by either of the Rating Agencies to the senior, unsecured long-term debt securities of the Borrower without third-party credit enhancement, whether or not any such debt securities are actually outstanding, and any rating assigned to any other debt security of the Borrower shall be disregarded. The rating in effect on any date is that in effect at the close of business on such date. If the Borrower is split-rated and (i) the ratings differential is one category, the higher of the two ratings will apply or (ii) the ratings differential is more than one category, the rate shall be determined by reference to the category next above that of the lower of the two ratings.

"Spin-off" means the distribution by Equifax on a tax-free basis of all of the shares of the Borrower's common stock to Equifax's shareholders pursuant to a pro rata distribution to all shareholders, except shareholders who waive their rights to such distribution and except to the extent of fractional shares.

"Spin-off Closing Date" means the date on which the Spin-off occurs.

"Standard Securitization Undertakings" shall mean any obligations and undertakings of the Borrower and any Consolidated Subsidiary consisting of representations, warranties, covenants, and indemnities standard in securitization transactions and related servicing of receivables.

"Subsidiary" means any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by the Borrower.

"Synthetic Lease" shall mean any synthetic lease, tax retention operating lease or similar off-balance sheet financing product where such transaction is considered borrowed money indebtedness for tax purposes but is classified as an operating lease under GAAP.

"Synthetic Lease Obligations" means any and all liabilities, indebtedness, rent, and all other obligations of the Borrower or any Consolidated Subsidiary owed under any Synthetic Lease.

"Taxes" has the meaning set forth in Section 2.9(a).

"Termination Date" initially means the date which is the 364th day after the Funding Date, provided, that (i) if the Termination Date would

-----  
otherwise fall on a day which is not a Business Day, then the Termination Date will be the Business Day occurring immediately prior to such day, and (ii) the Termination Date then in effect shall automatically be extended to the date which is 364 days after such Termination Date then in effect if (a) the Borrower provides at least sixty (60) days' prior written notice to the Lender, but no greater than 120 days' prior written notice to the Lender, of the Borrower's intention to so extend the term of this Revolver for an additional 364 days, and (b) the Lender, in its sole and absolute discretion, provides, within the later of (x) thirty (30) days of the receipt by the Lender of the Borrower's notice of extension and (y) the first occurrence of April 15 after the giving of the Borrower's notice of extension, written notice to the Borrower of the Lender's agreement to such extension.

"Total Acquisition Consideration" shall mean as at the date of any Acquisition, the sum of the following without duplication: (i) the amount of any cash and fair market value of other property given as consideration, including at such date the deferred payment of any such amounts, (ii) the amount (determined by using the outstanding amount or the amount payable at maturity, whichever is greater) of any obligations for money borrowed incurred, assumed or acquired by the Borrower or any Subsidiary in connection with such Acquisition, (iii) all amounts paid in respect of covenants not to compete and consulting agreements that should be recorded on the financial statements of the Borrower and its Subsidiaries in accordance with GAAP, and (iv) the aggregate fair market value of all other consideration given by the Borrower or any Subsidiary (including any shares of capital stock of the Borrower or any Subsidiary) in connection with such Acquisition.

"Transferee" has the meaning set forth in Section 7.6(d).

"Upfront Fee" means the non-refundable upfront/renewal fee equal to (i) 0.10% multiplied by (ii) the maximum amount of the Commitment, payable by the Borrower on the date set forth in Section 2.6(b).

"Wholly Owned Subsidiary" means any Subsidiary all of the shares of capital stock or other ownership interests of which (except directors' qualifying shares, or, in the case of any Subsidiary which is not organized or created under the laws of the United States of America

or any political subdivision thereof, such nominal ownership interests which are required to be held by third parties under the laws of the foreign jurisdiction under which such Subsidiary was incorporated or organized) are at the time directly or indirectly owned by the Borrower.

SECTION 1.2 Accounting Terms and Determinations. Unless otherwise

defined or specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP as in effect from time to time, applied on a basis consistent (except for such changes approved by the Borrower's independent public accountants) with the most recent audited consolidated financial statement of the Borrower delivered pursuant to Section 4.4(a); provided, that

if the Borrower notifies the Lender that the Borrower wishes to amend either Section 5.22 or Section 5.23 to eliminate the effect of any change in GAAP on the operation of such covenant (or if the Lender notifies the Borrower that it wishes to amend Section 5.22 or Section 5.23 for such purpose), then the Borrower's compliance with such covenant shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenant is amended in a manner satisfactory to the Borrower and the Lender.

SECTION 1.3 References. Unless otherwise indicated, references in this

Agreement to "Articles", "Exhibits", "Schedules", "Sections" and other Subdivisions are references to articles, exhibits, schedules, sections and other subdivisions hereof.

SECTION 1.4 Use of Defined Terms. All terms defined in this Agreement

have the same defined meanings when used in any of the other Loan Documents, unless otherwise defined therein or unless the context shall require otherwise.

SECTION 1.5 Terminology. All personal pronouns used in this Agreement,

whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular includes the plural, and the plural shall include the singular. Titles of Articles and Sections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement. As used in this Agreement and in any certificate delivered pursuant to Sections 3.1 and 5.1, "knowledge" and "becomes aware" or words of similar meaning shall mean, with respect to the Borrower or any Subsidiary, that a Principal Officer has actual knowledge of such matters.

ARTICLE II.

CREDIT FACILITY

SECTION 2.1 Revolving Loans. Subject to the terms and conditions of

this Agreement, First Union agrees to make Revolving Loans to the Borrower from time to time from the Funding Date until the Termination Date in accordance with the terms of Section 2.2; provided, that the aggregate outstanding principal balance of the Revolving Loans, after giving

effect to any amount requested, shall not exceed the Commitment. If at any time First Union shall make Revolving Loans to the Borrower such that the aggregate amount of Revolving Loans outstanding hereunder exceeds the Commitment, such Revolving Loans shall nonetheless constitute Obligations hereunder. Subject to the terms and conditions hereof, the Borrower may borrow, repay and reborrow Revolving Loans hereunder until the Termination Date.

SECTION 2.2 Borrowing, Investment Procedures Under Cash Management

Arrangement.

(a) Borrower may borrow Revolving Loans under the Revolver only pursuant to the Cash Management Arrangement, and only for the Permitted Purpose. In addition to the rules set forth on Exhibit B, the Cash Management Arrangement

will operate as follows:

(i) Borrower will cause CCS to (x) maintain with the Lender the Payment Services Account from which charges or debits against the Payment Services Account will be funded as provided below, and (y) cause all card holder payments for its credit card processing operations, and all remittances due to CCS from its account debtors, received by or on behalf of CCS (whether forwarded by such payors to a lockbox maintained with the Lender or with another financial institution, or as otherwise received by or on behalf of CCS) to be deposited in the Payment Services Account promptly following receipt thereof;

(ii) Subject to the satisfaction of each of the conditions precedent set forth in Section 3.3, the Lender will automatically fund (rounded up to the nearest \$1,000) as a Revolving Loan under the Revolver for the Permitted Purpose (and thereby as a deemed Intercompany Loan from the Borrower to CCS) any charges or debits against the Payment Services Account to the extent there are inadequate collected balances in the Payment Services Account;

(iii) Any excess collected balances in the Payment Services Account at the conclusion of each Business Day will be applied automatically to repay the Intercompany Loans, and the proceeds of such repayment will be applied automatically to repayment of any outstanding Revolving Loans made by First Union to the Borrower.

(b) To the extent there are any collected balances in the Payment Services Account at the end of any Business Day after repayment of any outstanding Revolving Loans as provided above, such funds shall be invested as provided in the Cash Management Arrangement.

(c) Unless payment has already been made by Borrower, the becoming due of any principal amount of, or accrued interest on, any of the Revolving Loans shall be deemed irrevocably to be a request by Borrower for a Revolving Loan on the due date of, and in the amount required to pay, such Obligation, and First Union shall automatically fund a Revolving Loan (subject to satisfaction of any conditions to such funding) to make such payment without further action by the Borrower.

(d) If at any time First Union shall cease to offer the Cash Management Arrangement or equivalent cash management and line of credit product to its customers generally, then, after the expiration of ninety (90) days' prior notice to the Borrower from the Lender, the Borrower shall not be entitled to borrow Revolving Loans under the Cash Management Arrangement, and the Lender and the Borrower agree to amend this Agreement to establish manual borrowing procedures customary for commercial lines of credit offered by First Union.

SECTION 2.3 Revolver Note. The Revolving Loans shall be evidenced by a  
-----  
Revolver Note in the form attached hereto as Exhibit A (the "Revolver Note")  
-----  
executed and delivered by Borrower and dated as of the Funding Date, payable to the order of Lender in an amount equal to the original principal amount of the Commitment.

SECTION 2.4 Repayment of Revolving Loans. The Revolving Loans will be  
-----  
repaid as follows: (a) whether or not any Default or Event of Default has occurred, the outstanding principal amount of all the Revolving Loans is due and payable, and shall be repaid by the Borrower in full together with accrued and unpaid interest on the amount repaid to the date of repayment, on the Termination Date; (b) if at any time the aggregate unpaid principal amount of the Revolving Loans then outstanding exceeds the Commitment, the Borrower shall immediately repay the Revolving Loans in an amount sufficient to reduce the aggregate unpaid principal amount of such Revolving Loans by an amount equal to such excess; and (c) the Borrower hereby instructs the Lender to repay the Revolving Loans outstanding on any day in an amount equal to the amount received by the Lender on such day pursuant to Section 2.2(a)(iii). Subject to Section 2.7, Borrower may prepay all or any portion of the Revolving Loans, at any time and without prior notice, and without premium or penalty.

SECTION 2.5 Interest.  
-----

(a) Rate of Interest. The Revolving Loans shall bear interest from the  
-----  
date such Revolving Loans are made to the date paid at a rate per annum equal to either (i) the Prime Rate, (ii) LIBOR plus one percent (1.00%) (the "LIBOR  
-----  
Rate"), or (iii) the Federal Funds Rate plus one and one-quarter percent (1.25%)  
-----  
(the "Adjusted Federal Funds Rate"), as selected by the Borrower in accordance with the provisions hereof; provided, however, that if at any time LIBOR is  
-----  
incapable of determination, then the Revolving Loans and all other Obligations shall bear interest at the Prime Rate or the Adjusted Federal Funds Rate as selected by the Borrower unless and until LIBOR is capable of being determined. The Revolving Loans and all other Obligations initially shall bear interest at the Prime Rate, provided that the Borrower may at any time after the Funding Date convert the Interest Rate to a rate based on the LIBOR Rate, the Adjusted Federal Funds Rate or the Prime Rate as set forth above by delivering to Lender not less than one Business Day's prior written notice of Borrower's election to convert such Interest Rate (a "Notice of Election"). Each Interest Rate election shall be applicable to all outstanding Revolving Loans and other Obligations.

After the occurrence and during the continuance of an Event of Default, at Lender's



option, the Revolving Loans and all other Obligations shall bear interest at the Default Rate.

(b) Computation and Payment of Interest. Interest on the Revolving

Loans shall be computed on the daily principal balance (i) on the basis of a 360 day year for the actual number of days elapsed in the period during which it accrues in the case of the LIBOR Rate, and (ii) on the basis of a 365 day (or 366 day, as applicable) year for the actual number of days elapsed in the period during which it accrues in the case of the Prime Rate and Adjusted Federal Funds Rate, and shall be payable monthly in arrears on the first day of each month and at maturity, whether by acceleration or otherwise. Any publicly announced change in the Prime Rate, and any change in the LIBOR Rate or the Adjusted Federal Funds Rate, shall result in an adjustment to the Prime Rate, the LIBOR Rate or the Federal Funds Rate, as applicable, on the day such change takes effect. The Revolving Loans shall bear interest at the Prime Rate unless the Borrower elects that the Revolving Loans shall bear interest at the LIBOR Rate or the Adjusted Federal Funds Rate by properly delivering a Notice of Election. Each Interest Rate election shall be applicable to all outstanding Revolving Loans. In computing interest on any Revolving Loan, the date of funding of the Revolving Loan shall be included; and except as otherwise provided in Section 2.8, the date of payment of such Revolving Loan shall be excluded.

SECTION 2.6 Fees.

(a) Unused Revolver Fee. Commencing on the Execution Date and

continuing through and including the Termination Date, the Borrower shall pay to First Union a non-refundable unused revolver fee at a rate per annum (based on a 360 day year) equal to (i) 0.15% multiplied by (ii) the average daily unused portion of the Commitment. The fee shall be payable in arrears on the last Business Day of each calendar quarter commencing September 30, 2001, and on the Termination Date.

(b) Upfront Fee; Renewal Fee. On or prior to the third day after the

Execution Date, the Borrower shall pay to the Lender the Upfront Fee. Prior to the commencement of each extended term of the Revolver established in accordance with the definition of "Termination Date", if any, the Borrower shall pay to the Lender the Renewal Fee for such term.

SECTION 2.7 Termination or Reductions of Commitment.

(a) Mandatory Termination of Commitment. The Commitment shall terminate

on the earlier of (i) the Termination Date, and (ii) the date of termination pursuant to Section 6.1. Upon any termination of the Commitment, any Revolving Loans then outstanding (together with accrued interest thereon and any fees relating thereto) shall be due and payable on such date.

(b) Voluntary Termination or Reduction of Commitment. Upon repayment of

the principal amount of any Loan, the Borrower may without fee or penalty, upon irrevocable notice to First Union of at least ten (10) Business Days prior thereto, reduce the Commitment for more or less than the repaid principal amount of the Loan, but with such commitment reduction to be

in a minimum amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Upon repayment in full of the aggregate principal amount of all outstanding Loans, together with accrued interest thereon and any fees relating thereto, the Borrower may without fee or penalty, upon irrevocable notice to First Union of at least ten (10) Business Days prior thereto, terminate the Commitment.

SECTION 2.8 General Provisions as to Payments.  
-----

(a) Manner of Payment. Each payment by the Borrower on account of the  
-----

principal of or interest on the Loans (to the extent that payment of such principal or interest is not paid from the Payment Services Account automatically pursuant to Sections 2.2(a)(iii) or 2.2(c)) or of any fee, commission or other amounts payable to the Lender under this Agreement or the Note shall be made not later than 1:00 p.m. (local time of the Lending Office designated by First Union to receive Loan repayments) on the date specified for payment under this Agreement at the Lending Office, in immediately available funds, and shall be made without any set-off, counterclaim or deduction whatsoever. Any payment received after such time shall be deemed to have been made on the next succeeding Business Day for all purposes. If any payment under this Agreement or the Note shall be specified to be made upon a day which is not a Business Day, it shall be made on the next succeeding day which is a Business Day and such extension of time shall in such case be included in computing any interest if payable along with such payment. So long as no Default or Event of Default has occurred and is continuing, the Lender will provide the Borrower an invoice for each payment of any Obligations due under the Loan Documents (other than principal of and interest on the Loans) at least ten (10) days prior to the due date for such payment.

(b) Crediting of Payments and Proceeds. In the event that Borrower  
-----

shall fail to pay any of the Obligations when due and the Obligations have been accelerated pursuant to Section 6.1, all payments received by First Union with respect to the Note and the other Obligations and all net proceeds from the enforcement of the Obligations shall be first applied to all of First Union's fees and expenses then due and payable, then to all other expenses then due and payable by the Borrower hereunder, then to all indemnity obligations then due and payable by the Borrower hereunder, then to all commitment and other fees and commissions then due and payable by the Borrower hereunder, then to accrued and unpaid interest on the Note and then to the principal amount of the Note, in that order.

SECTION 2.9 Taxes.  
-----

(a) Payments Free and Clear. Any and all payments by the Borrower  
-----

hereunder or under the Note shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholding, and all liabilities with respect thereto excluding income, branch profit and franchise taxes imposed by the jurisdiction under the laws of which First Union is organized or is or should be qualified to do business or any political subdivision thereof or by the jurisdiction where its Lending Office is located or any political

subdivision thereof (all such non-excluded taxes, levies, imposts, deductions, charges, with the Borrower and liabilities being hereinafter referred to as "Taxes"). If the Borrower shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder or under any Note to First Union, (A) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.9) First Union receives an amount equal to the amount the Lender would have received had no such deductions been made, (B) Borrower shall make such deductions, (C) Borrower shall pay the full amount deducted to the relevant taxing authority or other authority in accordance with Applicable Law, and (D) Borrower shall deliver to First Union evidence of such payment to the relevant taxing authority or other authority in the manner provided in Section 2.9(d).

(b) Stamp and Other Taxes. In addition, the Borrower shall pay any  
-----

present or future stamp, registration, recordation or documentary taxes or any other similar fees or charges or any excise or property taxes, or levies of the United States or any state or political subdivision thereof or any applicable foreign jurisdiction which arise from the execution, delivery or registration of, or enforcement of, this Agreement, the Loans or the other Loan Documents (hereinafter referred to as "Other Taxes").

(c) Indemnity. The Borrower shall and does hereby indemnify First Union  
-----

for the full amount of Taxes and Other Taxes (including, without limitation, any Taxes and Other Taxes imposed by any jurisdiction on amounts payable under this Section 2.9) paid by Lender and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. Such indemnification shall be made within thirty (30) days from the date Lender makes written demand therefor.

(d) Evidence of Payment. With respect to any payment of Taxes or Other  
-----

Taxes, upon the written request of First Union, Borrower shall furnish to First Union, at its address referred to in Section 7.1, the original or a certified copy of a receipt evidencing payment thereof or other evidence of payment satisfactory to First Union.

(e) Survival. Without prejudice to the survival of any other agreement  
-----

of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section 2.9 shall survive the payment in full of the Obligations and the termination of the Commitment.

(f) Lender's Receipt of Tax Benefit. To the extent that the payment of  
-----

the Lender's indemnified Taxes or Other Taxes by the Borrower hereunder gives rise from time to time to a Tax Benefit to the Lender in any jurisdiction other than the jurisdiction which imposed such Taxes or Other Taxes, the Lender shall pay to the Borrower the amount of each such Tax Benefit so recognized or received. The amount of each Tax Benefit and, therefore, payment to the Borrower will be determined from time to time by the Lender in its sole discretion, which determination shall be binding and conclusive on all parties hereto. Each such payment will be

due and payable by the Lender to the Borrower within a reasonable time after the filing of the tax return in which such Tax Benefit is recognized or, in the case of any tax refund, after the refund is received; provided, however, if at any time thereafter the Lender is required to rescind such Tax Benefit or such Tax Benefit is otherwise disallowed or nullified, the Borrower shall promptly, after notice thereof from the Lender, repay to the Lender the amount of such Tax Benefit previously paid to the Lender and which has been rescinded, disallowed or nullified. For purposes hereof, the term "Tax Benefit" shall mean the amount by which the Lender's income tax liability for the taxable period in question is reduced below what would have been payable had the Borrower not been required to pay the Lender's taxes hereunder.

ARTICLE III.

CONDITIONS TO BORROWINGS

SECTION 3.1 Conditions to Initial Revolving Loan. The obligations of

-----  
the Lender to make the initial Loans shall not become effective until the date, if any, on which each of the following conditions precedent is satisfied (the "Funding Date"), and then only if the Funding Date occurs on or before July 31, 2001, in accordance with Section 3.2:

(a) Executed Agreement. On or prior to the Execution Date, this

-----  
Agreement shall have been duly authorized and executed by the Borrower and the Lender, shall be in full force and effect and no Default or Event of Default shall exist hereunder, and the Borrower shall have delivered original counterparts thereof to First Union;

(b) Fees. On or before the third day after the Execution Date, Lender

----  
shall have received the Upfront Fee. On or before the Funding Date, Lender shall have received all other fees and other amounts due and payable on or prior to the Funding Date, including reimbursement or payment of all out-of-pocket expenses (including reasonable actual fees, charges and disbursements of counsel to the Lender) required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document;

(c) Opinions of Counsel. On or prior to the Funding Date, Lender shall

-----  
have received an opinion letter of Kilpatrick Stockton, LLP, counsel for the Borrower and CCS, together with an opinion of the Borrower's General Counsel, dated as of the Funding Date in the forms attached hereto as Exhibits D and E, respectively.

(d) Secretary's Certificate - Borrower. On or prior to the Execution

-----  
Date, and again on the Funding Date, Lender shall have received a certificate of incumbency of Borrower, dated as of the Execution Date or the Funding Date, as applicable, signed by the Secretary or an Assistant Secretary of Borrower, certifying as to the names, true signatures and incumbency of the officer or officers of the Borrower authorized to execute and deliver the Loan Documents, and certified copies of the following items: (i) Borrower's Articles of Incorporation or equivalent organic

document, (ii) Borrower's Bylaws, (iii) a certificate of the Secretary of State of the state of incorporation of Borrower as to the corporate good standing of Borrower, and (iv) the action taken by the Board of Directors of Borrower authorizing the Borrower's execution, delivery and performance of this Agreement, the Note and the other Loan Documents;

(e) Secretary's Certificate - CCS. On or prior to the Funding Date,  
-----

Lender shall have received a certificate of incumbency of CCS, dated as of the Funding Date, signed by the Secretary or an Assistant Secretary of CCS, certifying as to the names, true signatures and incumbency of the officer or officers of the CCS authorized to execute and deliver the Loan Documents, and certified copies of the following items: (i) CCS' Articles of Incorporation or equivalent organic document, (ii) CCS' Bylaws, (iii) a certificate of the Secretary of State of the state of incorporation of CCS as to the corporate good standing of CCS, and (iv) the action taken by the Board of Directors of CCS authorizing the CCS' execution, delivery and performance of the Loan Documents to which it is a party;

(f) Distribution Agreement; Primary Credit Agreements. On or prior to  
-----

the Execution Date, Lender shall have received certified copies of the Primary Credit Agreements, as executed and delivered by the parties thereto, and on or prior to the Funding Date, Lender shall have received certified copies of the Distribution Agreement, as executed and delivered by the parties thereto.

(g) Executed Initial Loan Documents. On or prior to the Funding Date,  
-----

the Note, the Side Letter and the other Loan Documents shall have been duly authorized and executed by the parties thereto in form and substance reasonably satisfactory to First Union, and the Borrower shall have delivered original counterparts thereof to First Union;

(h) Closing Certificate. On or prior to the Funding Date, Lender shall  
-----

have received a certificate substantially in the form of Exhibit C (the "Closing Certificate"), dated as of the Funding Date, signed by an Authorized Officer of the Borrower, certifying the satisfaction of each of the conditions precedent set forth in this Section 3.1;

(i) Payment Services Account. CCS shall have established with First  
-----

Union the Payment Services Account and Borrower and CCS shall have authorized First Union to make Revolving Loans into, and disbursements from, the Payment Services Account in accordance with Article II of this Agreement and the Cash Management Arrangement (such Revolving Loans and disbursements being deemed simultaneous Intercompany Loans from the Borrower to CCS, and simultaneous repayments of such Intercompany Loans, respectively), pursuant to such documents and instruments as reasonably required by First Union;

(j) Termination of Equifax Settlement Facility. On or prior to the  
-----

Funding Date, the commitment of the Lender under the Equifax Credit Agreement shall have terminated, and all obligations of Equifax thereunder (other than indemnification obligations which survive termination of the Lender's commitment under the Equifax Credit Agreement, including, without

limitation, the obligations of Equifax under Sections 7.03 and 7.04 of the Equifax Credit Agreement) shall have been satisfied in full. Lender agrees to honor within one (1) Business Day any request by Equifax to so terminate the Equifax Credit Agreement, notwithstanding any advance notice of termination that may otherwise be required thereunder, and assuming repayment in full of the obligations of Equifax thereunder.

(k) Consents and Approvals. On or prior to the Funding Date, Lender

-----  
shall have received certified copies of all consents, approvals, authorizations, registrations, or filings required to be made or obtained by the Borrower in connection with the Loan Documents, the Spin-off, and the other transactions contemplated herein, including without limitation, the Form 10 Filing and the Information Statement.

(l) No Default; Representations and Warranties. (i) No Default shall

-----  
have occurred and be continuing as of the Funding Date; and (ii) the representations and warranties of the Borrower contained in Article IV shall be true on and as of the Funding Date (x) as stated as to representations and warranties which contain materiality limitations, and (y) and in all material respects as to all other representations and warranties;

(m) Senior Debt Rating. On the Funding Date, Borrower shall have a

-----  
Senior Debt Rating of at least Baa3 issued by Moody's Investors Service, Inc.;

(n) Consents; No Adverse Change.

-----  
(i) Governmental and Third Party Approvals. All necessary approvals, authorizations and consents, if any be required, of any Person and of all Governmental Authorities and courts having jurisdiction with respect to the execution and delivery of this Agreement and the other Loan Documents and the consummation of the Spin-off shall have been obtained.

(ii) Permits and Licenses. All material permits and licenses, including material permits and licenses required under Applicable Law, required to carry on Borrower's business as now conducted shall have been obtained.

(iii) No Injunction, Etc. No action, proceeding, investigation, regulation or legislation shall have been instituted, threatened or proposed before any Governmental Authority to enjoin, restrain, or prohibit, or to obtain substantial damages in respect of, or which is related to or arises out of this Agreement or the other Loan Documents or the consummation of the transactions contemplated hereby or thereby or the consummation of the Spin-off, or which, in First Union's discretion, would make it inadvisable to consummate the transactions contemplated by this Agreement and such other Loan Documents.

(iv) No Material Adverse Change. Since March 31, 2001, there shall not have occurred any event or condition that has had or is reasonably likely to have a Material Adverse

Effect.

(v) No Event of Default. No Default or Event of Default

-----  
shall have occurred and be continuing.

SECTION 3.2 Failure to Fulfill Conditions Precedent. In the event that

-----  
any of the conditions precedent to the Lender's obligations to make the initial Loans, as set forth in Section 3.1, is not satisfied on or prior to July 31, 2001, then the Lender's Commitment will automatically expire, and this Agreement will immediately terminate (except for the Borrower's indemnification obligations hereunder which survive termination of the Lender's Commitment), without further action by the Lender.

SECTION 3.3 Conditions to All Revolving Loans. In addition to the

-----  
conditions precedent set forth in Section 3.1, the obligations of Lender to make any Revolving Loan is subject to the satisfaction of the following conditions precedent on the relevant borrowing date:

(a) the fact that, immediately before and after such Revolving Loan, no Default shall have occurred and be continuing; and

(b) the fact that the representations and warranties of the Borrower contained in Article IV of this Agreement (other than the representation and warranty contained in Section 4.4(b), which is made only on and as of the Funding Date) shall be true on and as of the date of such Revolving Loan (x) as stated as to representations and warranties which contain materiality limitations, and (y) and in all material respects as to all other representations and warranties.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES

To induce First Union to enter into this Agreement and to induce First Union to make the Loans, the Borrower hereby represents and warrants to First Union that:

SECTION 4.1 Existence; Power. The Borrower and each of its

-----  
Consolidated Subsidiaries (i) is duly organized, validly existing and in good standing as a corporation under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to carry on its business as now conducted, and (iii) is duly qualified to do business, and is in good standing, in each jurisdiction where such qualification is required, except where a failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect.

SECTION 4.2 Organizational Power; Authorization. The execution,

-----  
delivery and performance by each Loan Party of the Loan Documents to which it is a party are within such Loan Party's organizational powers and have been duly authorized by all necessary

organizational, and if required, stockholder, action. This Agreement has been duly executed and delivered by the Borrower, and constitutes, and each other Loan Document to which any Loan Party is a party, when executed and delivered by such Loan Party, will constitute, valid and binding obligations of the Borrower or such Loan Party (as the case may be), enforceable against it in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

SECTION 4.3 Governmental Approvals; No Conflicts. The execution,

-----  
delivery and performance by the Borrower of this Agreement, and by each Loan Party of the other Loan Documents to which it is a party (a) do not require any consent or approval of, registration or filing with, or any action by, any Governmental Authority, except those as have been obtained or made and are in full force and effect or where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, (b) will not violate any applicable law or regulation or any order of any Governmental Authority which could reasonably be expected to have a Material Adverse Effect, (c) will not violate the charter, by-laws or other organizational documents of the Borrower or any of its Consolidated Subsidiaries, (d) will not violate or result in a default under any indenture, material agreement or other material instrument binding on the Borrower or any of its Consolidated Subsidiaries or any of its assets or give rise to a right thereunder to require any payment to be made by the Borrower or any of its Consolidated Subsidiaries and (e) will not result in the creation or imposition of any Lien on any asset of the Borrower or any of its Consolidated Subsidiaries, except Liens (if any) created under the Loan Documents.

SECTION 4.4 Financial Statements. The Borrower has furnished to the

-----  
Lender (i) the audited combined balance sheet of the payment services division of Equifax (the "Division") (which is being reorganized as the Borrower and its Subsidiaries as of the Spin-off Closing Date) as of December 31, 2000 and the related combined statements of income, changes in shareholders' equity and cash flows for the fiscal year then ended prepared by Arthur Andersen LLP and (ii) the unaudited combined balance sheet of the Division as at the end of March 31, 2001, and the related unaudited combined statements of income and cash flows for the fiscal quarter and year-to-date period then ending, certified by an Authorized Officer. Such financial statements fairly present in all material respects the combined financial condition of the Division as of such dates and the combined results of operations for such periods in conformity with GAAP consistently applied, subject to year end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii). Since December 31, 2000, there have been no changes with respect to the Borrower and its Subsidiaries which have had or could reasonably be expected to have, singly or in the aggregate, a Material Adverse Effect.

SECTION 4.5 Litigation and Environmental Matters.

-----  
(a) No litigation, investigation or proceeding of or before any arbitrators or Governmental Authorities is pending against or, to the knowledge of the Borrower, threatened



against or affecting the Borrower or any of its Consolidated Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination that could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect or (ii) which in any manner challenges the validity or enforceability of this Agreement or any other Loan Document.

(b) Except for the matters set forth on Schedule 4.5 and except for  
-----

matters which could not reasonably be expected to have a Material Adverse Effect, neither the Borrower nor any of its Consolidated Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability in each case.

SECTION 4.6 Compliance with Laws and Agreements. Except where  
-----

non-compliance, either singly or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, the Borrower and each Consolidated Subsidiary is in compliance with (a) all applicable laws, rules, regulations and orders of any Governmental Authority, and (b) all indentures, agreements or other instruments binding upon it or its properties.

SECTION 4.7 Investment Company Act, Etc. Neither the Borrower nor any  
-----

of its Consolidated Subsidiaries is (a) an "investment company", as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended, (b) a "holding company" as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935, as amended or (c) otherwise subject to any other regulatory scheme limiting its ability to incur debt.

SECTION 4.8 Taxes. The Borrower and its Consolidated Subsidiaries have  
-----

timely filed or caused to be filed all Federal income tax returns and all other material tax returns that are required to be filed by them, and have paid all taxes shown to be due and payable on such returns or on any assessments made against it or its property and all other taxes, fees or other charges imposed on it or any of its property by any Governmental Authority, except (i) to the extent the failure to do so would not have a Material Adverse Effect or (ii) where the same are currently being contested in good faith by appropriate proceedings and for which the Borrower or such Consolidated Subsidiary, as the case may be, has set aside on its books adequate reserves.

SECTION 4.9 Margin Regulations. None of the proceeds of any of the  
-----

Loans or Letters of Credit will be used for "purchasing" or "carrying" any "margin stock" with the respective meanings of each of such terms under Regulation U as now and from time to time hereafter in effect or for any purpose that violates the provisions of the applicable Margin Regulations.

SECTION 4.10 ERISA. No ERISA Event has occurred or is reasonably  
-----

expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse

Effect. The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of Statement of Financial Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than \$5,000,000 the fair market value of the assets of such Plan, and the present value of all accumulated benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than \$5,000,000 the fair market value of the assets of all such underfunded Plans.

SECTION 4.11 Ownership of Property.  
-----

(a) Each of the Borrower and its Consolidated Subsidiaries has good title to, or valid leasehold interests in, all of its real and personal property material to the operation of its business, except for any such failure that, individually or in the aggregate, would not have a Material Adverse Effect.

(b) Each of the Borrower and its Consolidated Subsidiaries owns, or is licensed, or otherwise has the right, to use, all patents, trademarks, service marks, tradenames, copyrights and other intellectual property material to its business, and the use thereof by the Borrower and its Consolidated Subsidiaries does not infringe on the rights of any other Person, except for any such infringements that, individually or in the aggregate, would not have a Material Adverse Effect.

SECTION 4.12 Disclosure. The Borrower has disclosed to the Lenders all  
-----

agreements, instruments, and corporate or other restrictions to which the Borrower or any of its Consolidated Subsidiaries is subject, and all other matters known to any of them, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. Neither the Information Memorandum (as defined in the Primary Credit Agreements) nor any of the reports (including without limitation all reports that the Borrower is required to file with the Securities and Exchange Commission), financial statements, certificates or other information furnished by or on behalf of the Borrower to the Administrative Agent or any Lender in connection with the negotiation or syndication of this Agreement or any other Loan Document or delivered hereunder or thereunder (as modified or supplemented by any other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, taken as a whole, in light of the circumstances under which they were made, not misleading.

SECTION 4.13 Labor Relations. There are no strikes, lockouts or other  
-----

material labor disputes or grievances against the Borrower or any of its Consolidated Subsidiaries, or, to the Borrower's knowledge, threatened against or affecting the Borrower or any of its Consolidated Subsidiaries, and no significant unfair labor practice, charges or grievances are pending against the Borrower or any of its Consolidated Subsidiaries, or to the Borrower's knowledge, threatened against any of them before any Governmental Authority that could reasonably be expected to

have a Material Adverse Effect.

SECTION 4.14 Subsidiaries. As of the Funding Date, Schedule 4.14 sets

forth the name of, the ownership interest of the Borrower in, the jurisdiction of incorporation of, and the type of, each Subsidiary.

SECTION 4.15 Spin-off. The Spin-off and all other related transactions

comply in all material respects with all applicable laws and regulations, including without limitation, federal and state securities laws and regulations, and all organizational documents of the Borrower and Equifax. The Spin-off and related transactions have been, or will be not later than 11:59 p.m. one Business Date following the Funding Date, consummated in all material respects in accordance with the terms and conditions set forth in the Form 10 Filing and Information Statement. The Spin-off will not cause or result in the occurrence of any default or event of default under any material indebtedness of the Borrower or Equifax after giving effect to any consents obtained in connection with the Spin-off, or require any prepayment, repurchase or redemption of any indebtedness governed thereby, and the Borrower shall not be liable for any payment of any material indebtedness of Equifax.

SECTION 4.16 Primary Credit Agreements. As of the Execution Date, the

Primary Credit Agreements shall have been duly executed and delivered by all of the parties thereto. As of the Funding Date, all conditions precedent to the making of the initial loans under the Primary Credit Agreements shall have been satisfied.

SECTION 4.17 Indebtedness as of Funding Date. As of the Funding Date,

the Borrower and its Consolidated Subsidiaries have no Indebtedness except as set forth on Schedule 4.17.

#### ARTICLE V.

##### COVENANTS

From and after the Funding Date, until payment in full of the Obligations and termination of the Commitment, the Borrower agrees that:

SECTION 5.1 Information. The Borrower will deliver to the Lender:

(a) as soon as available and in any event within 90 days after the end of each fiscal year of Borrower, a copy of the annual audited report for such fiscal year for the Borrower and its Subsidiaries, containing a consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such fiscal year and the related consolidated statements of income, stockholders' equity and cash flows (together with all footnotes thereto) of the Borrower and its Subsidiaries for such fiscal year, setting forth in each case in comparative form the figures for the previous

fiscal year, all in reasonable detail and reported on by Arthur Andersen LLP or other independent public accountants of nationally recognized standing (without a "going concern" or like qualification, exception or explanation and without any qualification or exception as to scope of such audit) to the effect that such financial statements present fairly in all material respects the financial condition and the results of operations of the Borrower and its Subsidiaries for such fiscal year on a consolidated basis in accordance with GAAP and that the examination by such accountants in connection with such consolidated financial statements has been made in accordance with generally accepted auditing standards;

(b) as soon as available and in any event within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, an unaudited consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such fiscal quarter and the related unaudited consolidated statements of income and cash flows of the Borrower and its Subsidiaries for such fiscal quarter and the then elapsed portion of such fiscal year, setting forth in each case in comparative form the figures for the corresponding quarter and the corresponding portion of Borrower's previous fiscal year, all certified by the chief financial officer or treasurer of the Borrower as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with the delivery of the financial statements referred to in clauses (a) and (b) above, a certificate of an Authorized Officer, (i) certifying as to whether there exists a Default or Event of Default on the date of such certificate, and if a Default or an Event of Default then exists, specifying the details thereof and the action which the Borrower has taken or proposes to take with respect thereto, (ii) setting forth in reasonable detail calculations demonstrating compliance with Article VI and (iii) stating whether any change in GAAP or the application thereof has occurred since the date of the Borrower's audited financial statements referred to in Section 4.4 and, if any change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d) concurrently with the delivery of the financial statements referred to in clause (a) above, a certificate of the accounting firm that reported on such financial statements stating whether they obtained any knowledge during the course of their examination of such financial statements of any Default or Event of Default (which certificate may be limited to the extent required by accounting rules or guidelines);

(e) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all functions of said Commission, or with any national securities exchange, or distributed by the Borrower to its shareholders generally, as the case may be;

(f) promptly upon the filing thereof, copies of all registration statements (other than the

exhibits thereto and any registration statements on Form S-8 or its equivalent) and annual, quarterly or monthly reports which the Borrower shall have filed with the Securities and Exchange Commission; and

(g) from time to time such additional information regarding the financial position or business of the Borrower and the Subsidiaries as the Lender may reasonably request.

SECTION 5.2 Inspection of Property, Books and Records.  
-----

(a) The Borrower will keep, and will cause each Consolidated Subsidiary to keep, proper books of record and account in which full, true and correct entries in conformity with GAAP shall be made of all material dealings and transactions in relation to its business and activities.

(b) Prior to the occurrence of a Default, the Borrower will, and the Borrower will cause each Consolidated Subsidiary to, permit representatives of the Lender at the Lender's expense after reasonable notice during regular business hours (which date of visit shall be mutually agreed upon but shall not be later than two weeks after the date requested by the Lender) to visit and inspect, in the company of any of the Principal Officers or their designees and their independent public accountants, any of their respective properties, and to examine and make abstracts from any of their respective books and records and to discuss with any of the Principal Officers the respective affairs, finances and accounts of the Borrower and its Subsidiaries.

(c) After the occurrence of a Default, the Borrower will permit, and the Borrower will cause each Consolidated Subsidiary to permit, at the Borrower's expense, representatives of the Lender to visit and inspect any of their respective properties, to examine and make abstracts from any of their respective books and records and to discuss their respective affairs, finances and accounts with their respective officers, employees and independent public accountants.

The Borrower agrees to cooperate and assist in such visits and inspections set forth in paragraphs (b) and (c) above in this Section, in each case at such reasonable times and as often as may reasonably be desired. Provided, however, (i) in no event shall the Lender have access to information prohibited by law, and (ii) in the event the Lender desires to inspect confidential matters (which matters shall in no event include financial information and data of the Borrower or its Subsidiaries or other information the Lender may require in order to determine compliance with this Agreement) under this Section, the Lender shall execute a confidentiality agreement relating to such matters, which agreement shall contain reasonable terms acceptable to the Lender and its counsel.

SECTION 5.3 Existence; Conduct of Business. The Borrower will, and  
-----

will cause each of its Consolidated Subsidiaries to, do or cause to be done all things necessary to preserve, renew and maintain in full force and effect its legal existence and its respective rights, licenses, permits, privileges, franchises, patents, copyrights, trademarks and trade names material to the

conduct of its business and will continue to engage in the same business as presently conducted or such other businesses that are reasonably related thereto; provided, that nothing in this Section shall prohibit any merger,

-----  
consolidation, liquidation or dissolution permitted under Section 5.15.

SECTION 5.4 Notices of Material Events. The Borrower will furnish to  
-----  
the Lender prompt notice of the following:

(a) the occurrence of any Default or Event of Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or, to the knowledge of the Borrower, affecting the Borrower or any Subsidiary which, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of any event or any other development (which individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect) by which the Borrower or any of its Consolidated Subsidiaries (i) fails to comply with any Environmental Requirements or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Requirements, (ii) becomes subject to any Environmental Liability, (iii) receives notice of any claim with respect to any Environmental Liability, or (iv) becomes aware of any basis for any Environmental Liability;

(d) the occurrence of any ERISA Event that alone, or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrower and its Consolidated Subsidiaries in an aggregate amount exceeding \$5,000,000;

(e) the downgrading of the Senior Debt Rating by either of the Rating Agencies; and

(f) any development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a written statement of an Authorized Officer setting forth the details of the event or development requiring such notice and, if applicable, any action taken or proposed to be taken with respect thereto.

SECTION 5.5 Use of Proceeds. The Borrower will use the proceeds of the  
-----  
Revolving Loans hereunder solely for the Permitted Purpose.

SECTION 5.6 Consummation of Spin-off. The Spin-off and related  
-----  
transactions shall have been not later than 11:59 p.m. one Business Day following the Funding Date, consummated in all material respects in accordance with the terms and conditions set forth in the Form 10 Filing and Information Statement.

SECTION 5.7 Compliance with Laws; Payment of Taxes. The Borrower will,

-----  
and will cause each of the Subsidiaries to, comply with applicable laws, regulations and similar requirements of governmental authorities, except (i) where the necessity of such compliance is being contested in good faith through appropriate proceedings, or (ii) where the failure to do so would not have a Material Adverse Effect. The Borrower will, and will cause each of the Subsidiaries to, pay prior to the time the same become delinquent all taxes, assessments, governmental charges, claims for labor, supplies, rent and other obligations which, if unpaid, might become a lien against the property of the Borrower or any Consolidated Subsidiary, except (i) liabilities being contested in good faith and against which, if requested by the Lender, the Borrower will set up reserves in accordance with GAAP, or (ii) where the failure to do so would not have a Material Adverse Effect.

SECTION 5.8 Insurance. The Borrower will maintain, and cause each of

-----  
the Subsidiaries to maintain (either in the name of the Borrower or in such Consolidated Subsidiary's own name), with financially sound and reputable insurance companies, insurance on all its property material to its business in comparable amounts and against such risks as are usually insured against in the same general area by companies of established repute engaged in the same or similar business.

SECTION 5.9 Maintenance of Property. The Borrower shall, and shall

-----  
cause each Consolidated Subsidiary to, maintain all of its properties and assets in good condition, repair and working order, ordinary wear and tear excepted, except where the failure to do so would not have a Material Adverse Effect.

SECTION 5.10 Transactions with Affiliates. The Borrower will not, and

-----  
will not permit any of its Consolidated Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) in the ordinary course of business at prices and on terms and conditions not less favorable to the Borrower or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties, (b) transactions between or among the Borrower and its Consolidated Subsidiaries not involving any other Affiliates (subject to limitations in Section 5.16), (c) any Restricted Payment permitted by Section 5.17, and (d) in any Permitted Securitization Transaction. The Lender hereby acknowledges and agrees that the transactions between or among the Borrower and its Consolidated Subsidiaries and Equifax and its subsidiaries related to any period following the Spin-off, as set forth in the Form 10 Filing and the Information Statement are transactions not prohibited by this Section 5.10.

SECTION 5.11 Payment Services Account. Borrower shall, or shall cause

-----  
CCS to, maintain at all times with First Union the Payment Services Account or such other Payment Services Account as agreed upon by Borrower and First Union.

SECTION 5.12 Cash Management Relationship. Borrower shall, and shall

-----  
cause CCS

to, under group number 3304484988, maintain the cash management relationship with First Union at not less than the current level of cash management services provided by First Union to CCS.

SECTION 5.13 Subsidiary Indebtedness. The Borrower will not permit any

of its Consolidated Subsidiaries to create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness created pursuant to the Loan Documents;

(b) Indebtedness existing on the Spin-off Date and set forth on Schedule 5.13 and extensions, renewals and replacements of any such Indebtedness

that do not (i) in the case of revolving credit, increase the maximum principal amount thereof, or (ii) in the case of term loans, either increase the outstanding principal amount thereof (immediately prior to giving effect to such extension, renewal or replacement) or shorten the maturity or the weighted average life thereof;

(c) Indebtedness of any Consolidated Subsidiary incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations; provided, that such Indebtedness is incurred prior to or within 90 days after such acquisition or the completion of such construction or improvements and extensions, renewals, and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof (immediately prior to giving effect to such extension, renewal or replacement) or shorten the maturity or the weighted average life thereof;

(d) Indebtedness of any Consolidated Subsidiary owing to the Borrower or any other Consolidated Subsidiary;

(e) Guarantees by any Consolidated Subsidiary of Indebtedness of the Borrower or any other Subsidiary; provided, that any Indebtedness of the

Borrower which is guaranteed by a Consolidated Subsidiary must otherwise be permitted under this Section 5.13;

(f) Indebtedness in respect of obligations under Hedging Agreements permitted by Section 5.19;

(g) Indebtedness of any Permitted Securitization Subsidiary (to the extent such Permitted Securitization Subsidiary constitutes a Consolidated Subsidiary) incurred in connection with any Permitted Securitization Transaction; and

(h) other unsecured Indebtedness of Consolidated Subsidiaries in an aggregate principal amount not to exceed \$50,000,000 at any time outstanding.

SECTION 5.14 Negative Pledge. The Borrower shall not, and shall not

permit any Consolidated Subsidiary to, create, assume or suffer to exist any Lien on the Payment Services



Account, the settlement receivables of Borrower or CCS, or the Borrower's rights in respect of the Intercompany Loans (or any agreement, document, instrument or note evidencing any of the foregoing) except:

(a) any Lien against the Borrower or any Consolidated Subsidiary evidencing the transfer of any receivables and related property to any Permitted Securitization Subsidiary (to the extent such Permitted Securitization Subsidiary constitutes a Consolidated Subsidiary) pursuant to any Permitted Securitization Transaction; and

(b) any Lien against a Permitted Securitization Subsidiary (to the extent such Permitted Securitization Subsidiary constitutes a Consolidated Subsidiary) pursuant to any Permitted Securitization Transaction.

SECTION 5.15 Fundamental Changes.  
-----

(a) The Borrower will not, and will not permit any Consolidated Subsidiary to, merge into or consolidate into any other Person, or permit any other Person to merge into or consolidate with it, or sell, lease, transfer or otherwise dispose of (in a single transaction or a series of transactions) all or substantially all of its assets (in each case, whether now owned or hereafter acquired) or all or substantially all of the stock of any of its Consolidated Subsidiaries (in each case, whether now owned or hereafter acquired) or liquidate or dissolve; provided, that if at the time thereof and immediately

-----  
after giving effect thereto, no Default or Event of Default shall have occurred and be continuing (i) the Borrower or any Consolidated Subsidiary may merge with a Person if the Borrower (or such Consolidated Subsidiary if the Borrower is not a party to such merger) is the surviving Person, (ii) any Consolidated Subsidiary may merge into another Consolidated Subsidiary; provided, that if any

-----  
party to such merger is CCS, CCS shall be the surviving Person, (iii) any Consolidated Subsidiary may sell, transfer, lease or otherwise dispose of all or substantially all of its assets to the Borrower or to a Consolidated Subsidiary, (iv) any Consolidated Subsidiary (other than CCS) may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lender and (v) any Consolidated Subsidiary (other than CCS) may be sold so long as such sale is permitted under Section 5.18; provided, that any such merger

-----  
involving a Person that is not a Wholly-Owned Subsidiary immediately prior to such merger shall not be permitted unless also permitted by Section 5.16; provided, further, that at any time, (x) any one or more Permitted

-----  
Securitization Subsidiaries may merge into or consolidate with any one or more Permitted Securitization Subsidiaries and (y) any Permitted Securitization Subsidiary may be liquidated or dissolved.

(b) The Borrower will not, and will not permit any of its Consolidated Subsidiaries to, engage to any material extent in any business other than businesses of the type conducted by the Borrower and its Consolidated Subsidiaries on the Spin-off Closing Date and businesses reasonably related thereto and to consummate a Permitted Securitization Transaction.

SECTION 5.16 Investments, Loan, Acquisitions, etc. The Borrower will

-----

not, and will not permit any of its Consolidated Subsidiaries to, purchase, hold or acquire (including pursuant to any merger with any Person that was not a Wholly-Owned Subsidiary prior to such merger), any common stock, evidence of indebtedness or other securities (including any option, warrant, or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, Guarantee any obligations of, or make or permit to exist any investment or any other interest in, any other Person (all of the foregoing being collectively called "Investments"), or consummate any Acquisitions or make any Restricted Investments, except:

(a) Permitted Investments;

(b) Guarantees constituting Indebtedness not prohibited by Section 5.13; provided, that the aggregate principal amount of Indebtedness of

-----

Subsidiaries or any other entity that are not Subsidiary Loan Parties that is Guaranteed by any Loan Party shall be subject to the limitations set forth in clauses (c) and (d) hereof;

(c) Investments made by the Borrower in or to any Subsidiary and by any Consolidated Subsidiary in or to the Borrower or in or to any Subsidiary; provided, that the aggregate amount of Investments (determined at book value) by

-----

the Borrower or any Consolidated Subsidiary in or to, and Guarantees by the Borrower or any Consolidated Subsidiary of Indebtedness of any Subsidiary that is not a Subsidiary Loan shall not exceed \$368,900,000;

(d) Restricted Investments so long as after giving effect to all Restricted Investments, the aggregate amount of all Restricted Investments (determined at book value) does not exceed 20% of Consolidated Total Assets;

(e) loans or advances to employees, officers or directors of the Borrower or any Consolidated Subsidiary in the ordinary course of business for travel, relocation and other business related expenses;

(f) Hedging Agreements permitted by Section 5.19;

(g) Permitted Acquisitions; and

(h) Permitted Securitization Subsidiaries.

SECTION 5.17 Restricted Payments. The Borrower will not, and will not

-----

permit its Consolidated Subsidiaries to make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, retirement, defeasance or other acquisition of Indebtedness subordinated to the Obligations of the Borrower or any options, warrants, or other rights to purchase such Indebtedness, whether now or hereafter outstanding (each, a "Restricted Payment"), except for Restricted Payments made by any Consolidated Subsidiary to the Borrower or to another Consolidated Subsidiary.

SECTION 5.18 Sale of Assets. The Borrower will not, and will not permit

-----

any of its Consolidated Subsidiaries to, convey, sell, lease, assign, transfer or otherwise dispose of, any of its assets, business or property, whether now owned or hereafter acquired, or, in the case of any Consolidated Subsidiary, issue or sell any shares of such Consolidated Subsidiary's common stock to any Person other than the Borrower or any Wholly-Owned Subsidiary of the Borrower (or to qualify directors if required by applicable law), except:

(a) the sale or other disposition for fair market value of obsolete or worn out property or other property not necessary for operations disposed of in the ordinary course of business;

(b) the sale of inventory and Permitted Investments in the ordinary course of business;

(c) the sale of any receivables and related property to one or more Permitted Securitization Subsidiaries so long as such sale is made to consummate a Permitted Securitization Transaction; and

(d) the sale or other disposition of such assets (which may include the capital stock of any Subsidiary of the Borrower or all or substantially all of the assets of any Subsidiary of the Borrower) in an aggregate amount in any fiscal year of the Borrower not to exceed 10% of the Consolidated EBIT for the immediately preceding fiscal year.

SECTION 5.19 Hedging Agreements. The Borrower will not, and will not

-----

permit any of the Consolidated Subsidiaries to, enter into any Hedging Agreement, other than non-speculative Hedging Agreements entered into in the ordinary course of business to hedge or mitigate risks to which the Borrower or any Subsidiary is exposed in the conduct of its business or the management of its liabilities.

SECTION 5.20 Amendment to Material Documents. The Borrower will not,

-----

and will not permit any Consolidated Subsidiary to, amend, modify or waive any of its rights in a manner materially adverse to the Lenders under its certificate of incorporation, bylaws or other organizational documents.

SECTION 5.21 Accounting Changes. The Borrower will not, and will not

-----

permit any Subsidiary to, make any significant change in accounting treatment or reporting practices, except as required by GAAP.

SECTION 5.22 Leverage Ratio. The Borrower will have, as of the end of

-----

each Fiscal Quarter of the Borrower, commencing with the Fiscal Quarter ending June 30, 2001, a Leverage Ratio of not greater than 3.00 to 1.00.

SECTION 5.23 Fixed Charge Coverage Ratio. The Borrower will have, as of

-----

the end of each Fiscal Quarter of the Borrower, commencing with the Fiscal Quarter ending June 30,

2001, a Fixed Charge Coverage Ratio of not less than 2.50 to 1.00.

SECTION 5.24 Indebtedness During Transition Period. The Borrower will

not, and will not permit any Consolidated Subsidiary to, incur or suffer to exist any Indebtedness from the Funding Date through the Spin-off Date other than the Indebtedness set forth on Schedule 4.17.

#### ARTICLE VI.

##### DEFAULTS

SECTION 6.1 Events of Default. If one or more of the following events

("Events of Default") shall have occurred and be continuing:

(a) the Borrower shall fail to pay (i) when due any principal of any Loan or (ii) any interest on any Loan within five (5) Business Days after such interest shall become due, or (iii) any fee or other amount payable hereunder within five (5) Business Days after such fee or other amount becomes due; or

(b) the Borrower shall fail to observe or perform any covenant or agreement contained in Sections 5.3 (with respect to the Borrower's existence), 5.4, 5.5, 5.6, 5.10, or Sections 5.14 through 5.24, inclusive; or

(c) the Borrower or CCS shall fail to observe or perform any covenant or agreement contained in this Agreement (other than those covered by paragraph (a) or (b) above) or in any Loan Document and such failure shall not have been cured within 30 days after the earlier to occur of (i) written notice thereof has been given to the Borrower by the Lender or (ii) any Authorized Officer of the Borrower or CCS otherwise becomes aware of any such failure; or

(d) any representation, warranty, certification or statement made by the Borrower or CCS in Article IV of this Agreement or in any certificate, financial statement or other Loan Document shall prove to have been incorrect or misleading in any material respect when made (or deemed made); or

(e) the Borrower or any Consolidated Subsidiary (whether as primary obligor or as guarantor or other surety) shall fail to pay any principal of or premium or interest on any Indebtedness which exceeds \$7,500,000 individually or in the aggregate, when and as the same shall become due and payable (whether at scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument evidencing such Indebtedness; or any other event shall occur or condition shall exist under any agreement or instrument relating to such Indebtedness and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or permit the acceleration of,

the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable; or required to be prepaid or redeemed (other than by a regularly scheduled required prepayment or redemption), purchased or defeased, or any offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case prior to the stated maturity thereof; or

(f) the Borrower, CCS, any Subsidiary of the Borrower owning, directly or indirectly, any of the capital stock of CCS, or any Material Subsidiary shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; or

(g) an involuntary case or other proceeding shall be commenced against the Borrower, CCS, any Subsidiary of the Borrower owning, directly or indirectly, any of the capital stock of CCS, or any Material Subsidiary seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Borrower or any Consolidated Subsidiary under the federal bankruptcy laws as now or hereafter in effect; or

(h) an ERISA Event shall have occurred that, when taken together with other ERISA Events that have occurred, could reasonably be expected to result in liability to the Borrower or any Consolidated Subsidiary in an aggregate amount exceeding \$5,000,000; or

(i) one or more judgments or orders for the payment of money in an aggregate amount in excess of \$7,500,000 (exclusive of the portion of the judgment amount fully covered by insurance where the insurer has admitted liability in respect of such judgment in writing) shall be rendered against the Borrower or any Consolidated Subsidiary and (i) such judgment or order shall not be discharged within or shall continue unsatisfied and unstayed for a period of 30 days after the entry thereof, or (ii) the Borrower or the applicable Consolidated Subsidiary shall not appeal such judgment within such 30 day period and the execution of such judgment shall not be stayed during such appeal; or

(j) a Change in Control shall occur or exist; or

(k) Breach of any covenant by the Borrower or any Consolidated Subsidiary (including

any Permitted Securitization Subsidiary to the extent a Permitted Securitization Subsidiary is a Consolidated Subsidiary) contained in any agreement relating to a Permitted Securitization Transaction causing or permitting the acceleration of the obligations thereunder or requiring the prepayment of such obligations or termination of such securitization program prior to its stated maturity or term and the Borrower or any Consolidated Subsidiary (other than any Permitted Securitization Subsidiary to the extent such Subsidiary is a Consolidated Subsidiary) has liability in excess of \$7,500,000 under such Permitted Securitization Transaction;

then, and in every such event, (i) the Lender may, by notice to the Borrower, terminate the Commitment and it shall thereupon terminate, and (ii) the Lender may, by notice to the Borrower, declare the principal of and interest on the Revolving Loans and the Note at the time outstanding, and all other amounts owed to First Union under this Agreement or any of the other Loan Documents and all other Obligations, to be forthwith due and payable, whereupon the same shall immediately become due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower, together with interest at the Default Rate accruing on the principal amount thereof from and after the date and during the continuation of such Event of Default; provided that if any Event of Default specified in paragraph (f) or (g) above

-----  
occurs with respect to the Borrower, without any notice to the Borrower or any other act by the Lender, the Commitment shall thereupon terminate and the principal amount of the Revolving Loans, the Note and all other amounts owed to First Union under this Agreement or any of the other Loan Documents and all other Obligations shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower, together with interest thereon at the Default Rate accruing on the principal amount thereof from and after the date and during the continuation of such Event of Default. Notwithstanding the foregoing, the Lender shall have available to it all other remedies at law or equity, and shall exercise any one or all of them in its sole discretion.

ARTICLE VII.

MISCELLANEOUS

SECTION 7.1 Notices. Except as otherwise expressly provided in this

-----  
Agreement, all notices, requests and other communications to any party hereunder shall be in writing (including bank wire, telecopier or similar writing) and shall be given to such party at its address or telecopier number set forth on the signature pages hereof or such other address or telecopier number as such party may hereafter specify for the purpose by notice to each other party. Each such notice, request or other communication shall be effective (i) if given by telecopier, when such telecopy is transmitted to the telecopier number specified in this Section and the appropriate confirmation is received, (ii) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (iii) if given by any other means, when delivered at the address specified in this Section; provided that  
-----  
notices to the Lender under Article II shall not be effective until received.

SECTION 7.2 No Waivers. No failure or delay by the Lender in

-----  
exercising any right, power or privilege hereunder or under any Note or other Loan Document shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 7.3 Expenses; Documentary Taxes. The Borrower shall pay (i)

-----  
all reasonable actual out-of-pocket expenses of the Lender, including reasonable actual fees and disbursements of special counsel for the Lender, in connection with the preparation and negotiation of this Agreement and the other Loan Documents, any waiver or consent hereunder or thereunder or any amendment hereof or thereof or any Default or alleged Default hereunder or thereunder and (ii) if a Default occurs, all reasonable actual out-of-pocket expenses incurred by the Lender, including reasonable actual fees and disbursements of outside counsel or the equivalent allocated costs of in-house counsel, in connection with such Default and collection and other enforcement proceedings resulting therefrom, including all reasonable actual out-of-pocket expenses incurred in enforcing this Agreement and the other Loan Documents. The Borrower shall indemnify the Lender against any Other Taxes made by any Governmental Authority by reason of the execution and delivery of this Agreement or the other Loan Documents.

SECTION 7.4 Indemnification. The Borrower shall indemnify the Lender

-----  
and each Affiliate thereof and their respective directors, officers, employees and agents from, and hold each of them harmless against, any and all actual losses, liabilities, claims or damages to which any of them may become subject, insofar as such losses, liabilities, claims or damages arise out of or result from any actual or proposed use by the Borrower of the proceeds of any extension of credit by the Lender hereunder or breach by the Borrower of this Agreement or any other Loan Document or from any investigation, litigation (including, without limitation, any actions taken by the Lender to enforce this Agreement or any of the other Loan Documents) or other proceeding (including, without limitation, any threatened investigation or proceeding) relating to the foregoing, and the Borrower shall reimburse the Lender and each Affiliate thereof and their respective directors, officers, employees and Lender, upon demand for any expenses (including, without limitation, actual and reasonable legal fees) incurred in connection with any such investigation or proceeding; but excluding any such losses, liabilities, claims, damages or expenses incurred by reason of the gross negligence or willful misconduct of the Person to be indemnified; provided, however, that the Borrower shall not be liable under this

-----  
Section 7.4 in connection with any claim under any cause of action by or against any Person indemnified under this Section 7.4 with respect to which and to the extent to which the Borrower or an Affiliate of the Borrower is both (i) adverse to the Person being indemnified with respect to such claim under such cause of action, and (ii) the prevailing party with respect to such claim under such cause of action.

SECTION 7.5 Amendments and Waivers. Any term, covenant, agreement or

-----  
condition

of this Agreement or any of the other Loan Documents may be amended or waived by First Union upon request of the Borrower, and any consent given by First Union in response to a request by the Borrower, if, but only if, such amendment, waiver or consent is in writing signed by the Borrower and First Union.

SECTION 7.6 Successors and Assigns; Participants.  
-----

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that the Borrower may not assign or otherwise transfer any of its rights under this Agreement.

(b) The Lender may at any time sell to one or more Persons (each a "Participant") participating interests in any Revolving Loan owing to the Lender, any Note held by the Lender, the Commitment hereunder or any other interest of the Lender hereunder. In the event of any such sale by the Lender of a participating interest to a Participant, the Lender's obligations under this Agreement shall remain unchanged, the Lender shall remain solely responsible for the performance thereof, the Lender shall remain the holder of any such Note for all purposes under this Agreement, and the Borrower and the Lender shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under this Agreement. In no event shall the Lender be obligated to the Participant to take or refrain from taking any action hereunder except that the Lender may agree that it will not (except as provided below), without the consent of the Participant, agree to (i) the change of any date fixed for the payment of principal of or interest on the related Revolving Loan or Revolving Loans, (ii) the change of the amount of any principal, interest or fees due on any date fixed for the payment thereof with respect to the related Revolving Loan or Revolving Loans, (iii) the change of the principal of the related Revolving Loan or Revolving Loans, (iv) any change in the rate at which either interest is payable thereon or (if the Participant is entitled to any part thereof) fee is payable hereunder from the rate at which the Participant is entitled to receive interest or fee (as the case may be) in respect of such participation, (v) the release or substitution of all or any substantial part of the collateral (if any) held as security for the Revolving Loans, or (vi) the release of any Guarantee given to support payment of the Revolving Loans.

(c) With the prior written consent of the Borrower (which consent shall not be unreasonably withheld), First Union may assign to any Person (each, an "Assignee") all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment, the outstanding Loans made by it and the Note held by it), provided, however that -----  
Borrower's consent shall not be required during any Event of Default.

(d) Subject to the provisions of Section 7.7 (which shall be binding on each Transferee), the Borrower authorizes Lender to disclose to any potential and actual Participant or potential and actual Assignee (each a "Transferee") and any prospective Transferee any and all financial information in the Lender's possession concerning the Borrower or any Subsidiary of Borrower which has been delivered to the Lender by the Borrower pursuant to this Agreement or



which has been delivered to the Lender by the Borrower in connection with the Lender's credit evaluation prior to entering into this Agreement.

(e) Anything in this Section 7.6 to the contrary notwithstanding, the Lender may assign and pledge all or any portion of the Revolving Loans and/or obligations owing to it to any Federal Reserve Bank or the United States Treasury as collateral security pursuant to Regulation A of the Board of Governors of the Federal Reserve System and any Operating Circular issued by such Federal Reserve Bank, provided that any payment in respect of such assigned Revolving Loans and/or obligations made by the Borrower to the Lender in accordance with the terms of this Agreement shall satisfy the Borrower's obligations hereunder in respect of such assigned Revolving Loans and/or obligations to the extent of such payment. No such assignment shall release the Lender from its obligations hereunder.

SECTION 7.7 Confidentiality. The Lender agrees to exercise

commercially reasonable efforts to keep any information delivered or made available by the Borrower to it, confidential from anyone other than persons employed or retained by the Lender who are or are expected to become engaged in evaluating, approving, structuring or administering the Revolving Loans; provided, however that nothing herein shall prevent the Lender from disclosing

such information (i) upon the order of any court or administrative agency, (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over the Lender, (iii) which has been publicly disclosed, (iv) to the extent reasonably required in connection with any litigation to which the Lender or its respective Affiliates may be a party, (v) to the extent reasonably required in connection with the exercise of any remedy hereunder, (vi) to the Lender's legal counsel and independent auditors and (vii) to any actual or proposed Participant, Assignee or other Transferee of all or part of its rights hereunder which has agreed in writing to be bound by the provisions of this Section 7.7; provided that should disclosure of any such confidential

information be required by virtue of clause (i) of the immediately preceding sentence, the Lender shall promptly notify the Borrower of same (unless prohibited by such order in clause (i)) so as to allow the Borrower to seek a protective order or to take any other appropriate action; provided, further,

that, Lender shall not be required to delay compliance with any directive to

disclose any such information so as to allow the Borrower to effect any such action.

SECTION 7.8 Representation by the Lender. The Lender hereby represents

that it is a commercial lender or financial institution which makes Revolving Loans in the ordinary course of its business and that it will make its Revolving Loans hereunder for its own account in the ordinary course of such business; provided, however that, subject to Section 7.6, the disposition of the Note held

by the Lender shall at all times be within its exclusive control.

SECTION 7.9 Georgia Law. This Agreement and each Loan Document shall

be construed in accordance with and governed by the law of the State of Georgia.

SECTION 7.10 Severability. In case any one or more of the provisions

contained in this Agreement, the Note or any other Loan Documents should be invalid, illegal or

unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby and shall be enforced to the greatest extent permitted by law.

SECTION 7.11 Interest. In no event shall the amount of interest, and  
-----

all charges, amounts or fees contracted for, charged or collected pursuant to this Agreement, the Note or the other Loan Documents and deemed to be interest under applicable law (collectively, "Interest") exceed the highest rate of interest allowed by applicable law (the "Maximum Rate"), and in the event any such payment is inadvertently received by the Lender, then the excess sum (the "Excess") shall be credited as a payment of principal, unless the Borrower shall notify the Lender in writing that it elects to have the Excess returned forthwith. It is the express intent hereof that the Borrower not pay and the Lender not receive, directly or indirectly in any manner whatsoever, interest in excess of that which may legally be paid by the Borrower under applicable law. The right to accelerate maturity of any of the Revolving Loans does not include the right to accelerate any interest that has not otherwise accrued on the date of such acceleration, and the Lender does not intend to collect any unearned interest in the event of any such acceleration. All monies paid to the Lender hereunder or under any of the Note or the other Loan Documents, whether at maturity or by prepayment, shall be subject to rebate of unearned interest as and to the extent required by Applicable Law. By the execution of this Agreement, the Borrower covenants that (i) the credit or return of any Excess shall constitute the acceptance by the Borrower of such Excess, and (ii) the Borrower shall not seek or pursue any other remedy, legal or equitable, against the Lender, based in whole or in part upon contracting for charging or receiving any Interest in excess of the Maximum Rate. For the purpose of determining whether or not any Excess has been contracted for, charged or received by the Lender, all Interest at any time contracted for, charged or received from the Borrower in connection with this Agreement, the Note or any of the other Loan Documents shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread in equal parts throughout the full term of the Commitment. The Borrower and the Lender shall, to the maximum extent permitted under applicable law, (i) characterize any non-principal payment as an expense, fee or premium rather than as Interest and (ii) exclude voluntary prepayments and the effects thereof. The provisions of this Section shall be deemed to be incorporated into each Note and each of the other Loan Documents (whether or not any provision of this Section is referred to therein). All such Loan Documents and communications relating to any interest owed by the Borrower and all figures set forth therein shall, for the sole purpose of computing the extent of obligations hereunder and under the Note and the other Loan Documents be automatically recomputed by the Borrower, and by any court considering the same, to give effect to the adjustments or credits required by this Section.

SECTION 7.12 Interpretation. No provision of this Agreement or any of  
-----

the other Loan Documents shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.

SECTION 7.13 Waiver of Jury Trial; Consent to Jurisdiction. The

-----  
Borrower (a) and the Lender each irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of this Agreement, any of the other Loan Documents, or any of the transactions contemplated hereby or thereby, (b) submits to the nonexclusive personal jurisdiction in the State of Georgia, the courts thereof sitting in Fulton County, Georgia and the United States District Courts sitting in Fulton County, Georgia, for the enforcement of this Agreement, the Note and the other Revolving Loan Documents, (c) waives any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the State of Georgia for the purpose of litigation to enforce this Agreement, the Note or the other Loan Documents, and (d) agrees that service of process may be made upon it in the manner prescribed in Section 7.1 for the giving of notice to the Borrower. Nothing herein contained, however, shall prevent the Lender from bringing any action or exercising any rights against any security and against the Borrower personally, and against any assets of the Borrower, within any other state or jurisdiction.

SECTION 7.14 Arbitration.

-----  
(a) Binding Arbitration. Upon demand of any party, whether made before

-----  
or after institution of any judicial proceeding, any dispute, claim or controversy arising out of, connected with or relating to the Note or any other Loan Documents ("Disputes"), between or among parties to the Note or any other Loan Document shall be resolved by binding arbitration as provided herein. Institution of a judicial proceeding by a party does not waive the right of that party to demand arbitration hereunder. Disputes may include, without limitation, tort claims, counterclaims, claims brought as class actions, claims arising from Loan Documents executed in the future, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the Loan Documents. Arbitration shall be conducted under and governed by the Commercial Financial Disputes Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association (the "AAA") and Title 9 of the U.S. Code. All arbitration hearings shall be conducted in Atlanta, Georgia. The expedited procedures set forth in Rule 51, et seq. of the Arbitration Rules shall be

-----  
applicable to claims of less than \$1,000,000. All applicable statutes of limitation shall apply to any Dispute. A judgment upon the award may be entered in any court having jurisdiction. The panel from which all arbitrators are selected shall be comprised of licensed attorneys. The single arbitrator selected for expedited procedure shall be a retired judge from the highest court of general jurisdiction, state or federal, of the state where the hearing will be conducted. The arbitrators shall be appointed as provided in the Arbitration Rules.

(b) Preservation of Certain Remedies. Notwithstanding the preceding

-----  
binding arbitration provisions, First Union preserves, without diminution, certain remedies that First Union may employ or exercise freely, either alone, in conjunction with or during a Dispute. First Union shall have and hereby reserves the right to proceed in any court of proper jurisdiction or by

self help to exercise or prosecute the following remedies if and to the extent applicable: (i) all rights to foreclose against any real or personal property or other security by exercising a power of sale granted in the Loan Documents or under applicable law or by judicial foreclosure and sale, (ii) all rights of self help including peaceful occupation of property and collection of rents, and peaceful possession of property, and (iii) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and in filing an involuntary bankruptcy proceeding. Preservation of these remedies does not limit the power of an arbitrator to grant similar remedies that may be requested by a party in a Dispute.

SECTION 7.15 Counterparts. This Agreement may be signed in any number  
-----

of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 7.16 Source of Funds -- ERISA. The Lender hereby represents to  
-----

the Borrower that no part of the funds to be used by the Lender to fund the Revolving Loans hereunder from time to time constitutes (i) assets allocated to any separate account maintained by the Lender in which any employee benefit plan (or its related trust) has any interest nor (ii) any other assets of any employee benefit plan. As used in this Section, the terms "employee benefit plan" and "separate account" shall have the respective meanings assigned to such terms in Section 3 of ERISA.

SECTION 7.17 CCS Agreements and Acknowledgements. On or prior to the  
-----

Funding Date, the Borrower shall cause CCS to execute a letter agreement in favor of the Lender (the "Side Letter"), pursuant to which CCS acknowledges and agrees to the terms hereof, and specifically agrees for the benefit of the Lender as follows:

(a) that CCS acknowledges and agrees that, pursuant to Section 2.2, each Revolving Loan made by the Lender to the Borrower, when funded into the Payment Services Account, will be deemed automatically an Intercompany Loan from the Borrower to CCS, and that CCS hereby irrevocably requests that the Borrower (through the Lender) make each such Intercompany Loan;

(b) that CCS acknowledges and agrees that, pursuant to Section 2.2, any excess collected balances in the Payment Services Account will be applied automatically to repay the Intercompany Loans, and the proceeds of such repayment will be applied automatically to repayment of any outstanding Revolving Loans made by the Lender to the Borrower, and that CCS hereby irrevocably instructs the Lender to so apply such excess collected balances;

(c) that CCS acknowledges and agrees to each of the other terms of the Cash Management Arrangement, as set forth on Exhibit B and in Section 2.2; and  
-----

(d) that CCS acknowledges and agrees that the Lender has the right to set off against the Payment Services Account any balances collected therein for any Obligations not paid by the Borrower when owing under this Agreement.

[Remainder of page intentionally blank; signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, under seal, by their respective authorized officers as of the day and year first above written.

[CORPORATE SEAL]

CERTEGY INC.

By: /s/ Kent E. Mast

-----  
Name: Kent E. Mast  
Title: Vice President and Secretary

Notice addresses:  
-----

11720 Amberpark Drive, Suite 600  
Alpharetta, GA 30004  
Attention: Bruce S. Richards  
Corporate Vice President, General Counsel  
and Secretary  
Telecopy Number: (678) 867-8100

With a copy to:

Certegy Inc.  
P.O. Box 349  
Alpharetta, Georgia 30009  
Attention: Mr. Michael T. Vollkommer  
Corporate Vice President and CFO  
Telecopy Number: (678) 867-8100

FIRST UNION NATIONAL BANK, as Lender

By: /s/ Dawn P. Weiss

-----  
Name: Dawn P. Weiss  
Title: Vice President

Lending Office  
-----

301 S. College Street, DC-5  
Charlotte, North Carolina 28288-0760  
Attention: Dave Driggers  
Portfolio Management, Business and  
Consumer Services  
Telephone No.: (704) 715-8098  
Telecopy No.: (704) 383-7611

ACQUISITION AGREEMENT

by and among

EQUIFAX PAYMENT SERVICES, INC.

EQUIFAX DO BRASIL HOLDINGS LTDA.

ANDRADE GUTIERREZ TELECOMUNICACOES LTDA.

ANDRADE GUTIERREZ S.A.

CONSTRUTORA ANDRADE GUTIERREZ S.A.

and

UNNISA-SOLUCOES EM MEIOS DE PAGAMENTO LTDA.

Effective as of May 24, 2001

Kilpatrick Stockton LLP  
1100 Peachtree Street  
Atlanta, Georgia 30309

SCHEDULE OF EXHIBITS

-----

Exhibit A-1	Articles of Association for EV1
Exhibit A-2	Articles of Association for EV2
Exhibit B	Certain Accounts Payable
Exhibit C	Lawsuit Dismissal
Exhibit D	Arbitration Dismissal
Exhibit E	Tozzini Freire Teixeira e Silva Legal Opinion
Exhibit F-1	Kilpatrick Stockton LLP Legal Opinion
Exhibit F-2	Mundie e Advogados Legal Opinion



ACQUISITION AGREEMENT

THIS AGREEMENT is made and entered into effective as of the \_\_\_ day of May, 2001, by and among:

(1) EQUIFAX PAYMENT SERVICES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, whose principal place of business is located at 11601 Roosevelt Boulevard, St. Petersburg, Florida 33716, United States of America ("EFX");

---

(2) EQUIFAX DO BRASIL HOLDINGS LTDA., a Brazilian limited liability company ("sociedade por quotas de responsabilidade limitada"), whose head office is located at Av. Presidente Juscelino Kubitschek, n.(Degree) 50, 17th Floor, suite 172, room 4, in the City of Sao Paulo, State of Sao Paulo, Federal Taxpayers' No. 02.677.368/0001-14, with its Articles of Association recorded at the Commercial Registry at the State of Sao Paulo, under NIRE No. 35,215,207,148, on July 20, 1998 ("Holdings", and together with EFX,

-----

collectively referred to as "Equifax");

-----

(3) ANDRADE GUTIERREZ TELECOMUNICACOES LTDA., a Brazilian limited liability company ("sociedade por quotas de responsabilidade limitada"), whose head office is located at Avenida Maria Coelho de Aguiar, 215, Bloco D, 4th floor, in the city of Sao Paulo, State of Sao Paulo, Federal Taxpayers' Registration No. 71.057.921/0001-39, with its Articles of Association registered before the Board of Trade of the State of Sao Paulo ("JUICESP") under NIRE 35.213.834.579, in section as of March 03, 1995 ("AG Telecom");

-----

(4) ANDRADE GUTIERREZ S.A., a Brazilian corporation ("sociedade anonima"), whose head office is located at Rua dos Pampas, 484, suite 54, in the city of Belo Horizonte, State of Minas Gerais, Federal Taxpayers' Registration No. 17.262.197/0001-30, with its by-laws recorded at the Board of Trade of the State of Minas Gerais ("JUCEMG") under No. 313.000.1481-9, in section as of June 23, 2000 ("AG Parent" and the "Seller");

-----

-----

(5) CONSTRUTORA ANDRADE GUTIERREZ S.A., a Brazilian corporation ("sociedade anonima"), whose head office is located at Rua dos Pampas, 484, in the city of Belo Horizonte, State of Minas Gerais, Federal Taxpayers' Registration No. 17.262.213/0001-94, with its by-laws recorded at the Board of Trade of the State of Minas Gerais ("JUCEMG") under No. 313.000.918-30, in section as of September 02, 1948 ("Construtora AG "; and together with AG

--

Telecom and AG Parent, the "AG Group"); and

-----

(6) UNNISA-SOLUCOES EM MEIOS DE PAGAMENTO LTDA., a Brazilian limited liability company ("sociedade por quotas de responsabilidade limitada"), whose head office is located in the City and State of Sao Paulo, at Av. Maria Coelho Aguiar 215, Bloco D - 4th Floor, enrolled at the Federal Taxpayers' Registry under No. 69.313.674/0001-42 ("Unnisa").

-----

BACKGROUND STATEMENT

WHEREAS, on April 23, 2001, AG Telecom transferred to AG Parent all the quotas of Unnisa held by AG Telecom, together with all of its rights and obligations to subscribe for

additional quotas of Unnisa (pursuant to the 23rd Amendment to the Articles of Association of Unnisa);

WHEREAS, on the date of this Agreement the Seller owns, directly and in the aggregate, certain quotas and those additional quotas which AG Telecom has subscribed to purchase which, in the aggregate, equal 20.335% of the outstanding quotas (the "Quotas") of Unnisa; and  
-----

WHEREAS, AG Telecom, Construtora AG, Holdings and others are all parties to that certain Quotaholders Agreement entered into on or about June 28, 1999 (the "Quotaholders Agreement"), as modified by that certain Modification of Quotaholders Agreement entered into on or about April 26, 2001 (the "Modification"); and  
-----

WHEREAS, the Seller desires to sell to Holdings or its Designee (this term and other capitalized terms used in this Agreement being defined in either Paragraph 14.1 of this Agreement or in those Paragraphs of this Agreement identified in Paragraph 14.2) on the Closing Date, all of the Quotas, and Equifax or its Designee desires to purchase and take from the Seller all of the Quotas (such sale and purchase being referred to herein as the "Transaction");  
-----

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements in this Agreement contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. THE ACQUISITION

1.1 Acquisition and Sale of the Seller's Interest.

(a) Subject to the terms contained in this Agreement, on the Closing Date the Seller shall sell, transfer and assign to Equifax or, if so elected by Equifax, to any Designee, the Quotas for an aggregate purchase price of R\$ 64,200,000 ("Acquisition Price"), all of which Quotas shall be free and clear of any and all Liens. The Acquisition Price shall be paid as described in Paragraph 1.1(c) below.

(b) Against payment of the Acquisition Price, the Parties shall execute the proper amendment to the Articles of Association of Unnisa in order to reflect the transfer of the Quotas to Equifax or its Designee.

(c) The Acquisition Price shall be paid in full by delivery of all of the quotas of EV2 by EV1 to the Seller, all of which quotas shall be free and clear of any and all Liens. Simultaneously therewith, the Parties shall execute the proper amendment to the Articles of Association of EV2 in order to reflect the transfer of all the quotas of EV2 to AG Telecom, AG Parent or such of their respective affiliates as shall be a legal entity organized under the laws of Brazil..

(d) Unnisa acknowledges and agrees that, simultaneously with the Closing, EV1 has paid (i) R\$ 1,998,386.00 in cash to Unnisa in full and final satisfaction of AG Telecom's liability for previously subscribed quotas (pursuant to the 23rd Amendment to the Articles of Association of Unnisa), and (ii) R\$ 161,176.04 in cash to Unnisa in full and final satisfaction of AG Telecom's liability for previously incurred accounts receivable as reflected on Exhibit

B. Unnisa acknowledges and agrees that AG Telecom shall have no further liability in respect of either of the foregoing obligations.

(e) The Seller will be solely responsible for the payment of all Taxes, including without limitation, all transfer, sales, stamp duties, use, excise, value added and similar taxes imposed by any Government, in connection with the transfer of the Quotas to the Seller by AG Telecom and the sale of the Quotas to Equifax or its Designee.

(f) The Seller, AG Telecom and Construtora AG acknowledge that Equifax shall retain R\$ 120,420.49 of the Acquisition Price as reimbursement for certain expenses.

## 2. TRANSACTION STRUCTURE

2.1 AG Telecom's Obligations. Immediately prior to the Closing, AG Telecom and AG Parent shall execute, together with Holdings, the proper amendment to the Articles of Association of Unnisa to reflect the transfer of the Quotas to AG Parent, as stated in the Background Statements of this Agreement. The transfer of the Quotas shall be at their book value based upon the books and records of AG Telecom, which both AG Telecom and the Seller represent and warrant to Equifax is, and shall be at the date of transfer and on the Closing Date, R\$ 35,291,671.00 (the "Book Value").  
-----

### 2.2 Equifax's Obligations.

(a) Prior to the Closing, Equifax or any of its Affiliates shall incorporate AGES Participacoes S.A., a Brazilian corporation ("sociedade anonima") ("EV1"). The amount of the corporate capital of EV1 shall be equal to  
---

R\$ 128,400,000. The purchase price for the quotas of EV1 shall be paid in cash by Equifax (or any of its Affiliates) in Brazilian reais. Upon incorporation, and at the Closing Date, EV1 shall have no assets other than the cash proceeds from the subscription of the quotas of EV1, and will have upon incorporation and at all times up through and including the Closing Date no liabilities (other than for its liabilities and obligations arising pursuant to this Agreement). The Articles of Association of EV1 shall be in the form attached hereto as Exhibit A-1.

(b) Promptly following the incorporation of EV1 as provided above, EV1 shall incorporate Card/AGT Swapco Ltda., a Brazilian limited liability company ("sociedade comercial por quotas de responsabilidade limitada") ("EV2").  
---

The amount of the corporate capital of EV2 shall be equal to R\$ 61,920,017.47. The purchase price for the quotas of EV2 shall be paid in cash by EV1 in Brazilian reais. Upon incorporation, and at the Closing Date, EV2 shall have no assets other than the cash proceeds from the subscription of the quotas of EV2, and will have upon incorporation and at all times up through and including the Closing Date no liabilities. The Articles of Association of EV2 shall be in the form attached hereto as Exhibit A-2.

## 3. CLOSING

3.1 Closing. Subject to the conditions contained in Articles 8 and 9 having been satisfied or waived in writing in accordance with the terms of this Agreement, the consummation of the transactions contemplated in this Agreement (the "Closing") will take place at the offices of Mundie e Advogados,  
-----

located at Av. Presidente Juscelino Kubitschek, n.(Degree)50, 17th floor, Sao Paulo, Brasil, commencing at 9:00 a.m., local time, on May 24, 2001, or

any other date as may be mutually acceptable to the Parties (the date of the Closing being referred to in this Agreement as the "Closing Date"); provided,

-----  
however, that the Transaction shall for all purposes be effective as of 12:01 a.m., Sao Paulo time, on May 24, 2001. To facilitate the Closing, the Parties will meet at a pre-closing conference at the offices of Mundie e Advogados, commencing at 9:00 a.m., local time, on the first Business Day immediately preceding the Closing Date, with the intention to finalize the Closing matters contemplated in this Agreement in a timely manner so as to cause the Closing to occur on the Closing Date.

3.2 Cooperation and Further Assurances. Between the date of this Agreement and Closing, each Party shall take, and shall cause all of its relevant Affiliates to take, any and all other and further actions required, necessary or convenient to carry out the intent and purpose of the Transaction and this Agreement. At Equifax's reasonable request, whether on or after the date of this Agreement, and without the payment of any additional monies, the Seller, Construtora AG and AG Telecom will, at their sole expense and without contribution by or Liability to Equifax or Unnisa, execute and deliver any and all further documents and instruments of conveyance, assignment, and transfer and will take any and all further reasonable actions as may be necessary, in the reasonable opinion of Equifax, to transfer and convey to Equifax all right, title and interest in and to the Quotas, free and clear of any and all Liens or as may otherwise be necessary or desirable to carry out the intent of this Agreement.

#### 4. ADDITIONAL COVENANTS

4.1 Cooperation. The Parties will cooperate fully with each other and with their respective Representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and all Parties will use their best efforts to consummate the transactions contemplated by this Agreement and to fulfill their obligations under this Agreement, including without limitation, causing to be fulfilled at the earliest practical date the conditions precedent to the obligations of the Parties to consummate the transactions contemplated by this Agreement. Without the prior written consent of the other Parties, no Party may take any intentional actions, or omit to take any actions, that would cause the conditions precedent to the obligations of the Parties not to be fulfilled, including, without limitation, taking or causing to be taken any action which would cause the representations and warranties made by a Party in this Agreement not to be true, correct and complete as of the Closing. For a period of three (3) years following the Closing, Unnisa and its Affiliates, on the one hand, and the Seller and AG Telecom, on the other hand, agree to use their reasonable efforts to cooperate with the other and act as an advisor to the other in furtherance and promotion of their respective businesses, it being expressly understood and agreed that no fees or other compensation shall be payable in respect of such cooperation and advisory services unless the relevant Persons shall have expressly agreed in writing to the payment of any such fees or other compensation.

4.2 Expenses. The Parties will bear their own legal, accounting, broker, intermediary and other fees and expenses related to the transactions contemplated by this Agreement.

4.3 Update of Information. All documents, agreements, instruments, statements, copies and other writings furnished to or for the benefit of Equifax, the Seller, Construtora AG, AG Telecom or any of their Representatives pursuant to this Agreement are and will be true, correct and complete as of the date furnished, and any and all amendments and

supplements to the documents, agreements, instruments, statements and other writings furnished to or for the benefit of Equifax, the Seller, Construtora AG, AG Telecom or any of their Representatives pursuant to this Agreement have been or will be delivered to Equifax, the Seller, Construtora AG, AG Telecom and their Representatives in a timely and expeditious manner prior to the Closing. At all times prior to and including the Closing Date, AG Telecom, Construtora AG, the Seller and Equifax will promptly provide one another with written notification of any event, occurrence or other information of any kind whatsoever which affects, or may affect, the continued truth, correctness or completeness of any representation, warranty, covenant or agreement made in this Agreement by a Party or any document, agreement, instrument, certificate or writing furnished to or for the benefit of a Party by any other Party pursuant to or in connection with this Agreement, and each written notification will specifically identify any and all of the representations, warranties, covenants and agreements affected by the fact, event, occurrence or information that necessitated the giving of the notice. No notification or other disclosure will be deemed to amend or supplement this Agreement or any representation, warranty, covenant, agreement or indemnity or any other document, agreement, instrument, certificate or writing furnished to or for the benefit of any Party pursuant to or in connection with this Agreement.

4.4 Brokers. AG Telecom, Construtora AG and AG Parent represent and warrant to Equifax that no broker or finder has acted on their behalf in connection with this Agreement or the transactions contemplated in this Agreement, and AG Telecom, Construtora AG and AG Parent, jointly and severally, agree to indemnify Equifax and Unnisa and hold each of them harmless from and against any and all claims or demands for commissions or other compensation by any broker, finder or similar agent claiming to have been employed by or on behalf of them. Equifax represents and warrants that no broker or finder has acted on its behalf or in behalf of itself or Unnisa in connection with this Agreement or the transactions contemplated in this Agreement and agrees to indemnify AG Telecom, Construtora AG and Seller and hold each of them harmless from and against any and all claims or demands for commissions or other compensation by any broker, finder or similar agent claiming to have been employed by or on behalf of Equifax or Unnisa.

4.5 Publicity. Except to the extent required by applicable Law or listing agreement with any securities exchange, all press releases and other public announcements respecting the subject matter of this Agreement will be made only with the mutual agreement of AG Parent and Equifax, which agreement will not be unreasonably withheld, delayed or conditioned. Prior to submitting any information to third parties as required by applicable Law or listing agreement with any securities exchange, each Party will provide the other Parties with a reasonable opportunity to review and comment on the terms upon which such information will be disclosed.

4.6 Certain Governmental Filings. The Parties will make, or cause to be made, all filings and submissions required to be made to any Government in connection with the transactions contemplated by or resulting from this Agreement, if any. Each of the Parties will furnish to the other Parties any and all necessary information and reasonable assistance as another Party may reasonably request in connection with its preparation of necessary filings or submissions to any Government. Prior to filing any material application, registration, statement or other document with the applicable governmental authority, each Party will provide the other Parties with a reasonable opportunity to review and comment on each such application, registration, statement or other document. Each of the Parties hereby covenants and agrees that it will not take a position on any tax return or report or any other

governmental filing or report, or take a position in any Forum or before any Government different from or in any way inconsistent with those taken in, or in connection with, this Agreement.

4.7 Dismissal of Litigation.

(a) Simultaneous with the Closing, the Parties shall file, through their respective counsel, with the United States District Court, Northern District of Georgia, Atlanta Division, fully executed original documents, in the same form as Exhibit C attached hereto, to effectuate the dismissal of Equifax Inc. and Equifax do Brasil Holdings Ltda. v. Andrade Gutierrez Telecomunicacoes Ltda. and Socma Americana S.A., Civil Action File No. 1:01-CV-0837.

(b) Simultaneous with the Closing, the Parties shall file, through their respective counsel, with the American Arbitration Association, New York, New York, U.S.A., fully executed original documents, in the same form as Exhibit D attached hereto, to effectuate the dismissal of In the Matter of Andrade Gutierrez Telecomunicacoes Ltda. and Socma Americana S.A. v. Equifax Inc. and Equifax do Brasil Holdings Ltda., Arbitration No. 50 T 181 00066 01.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS RELATING TO UNNISA.

Having regard for the fact that (i) the AG Group is a minority quotaholder of Unnisa, and (ii) the AG Group has only one representative participating on the board of Unnisa, each ach of AG Telecom. Construtora and Seller, jointly and severally, represents and warrants to Equifax, and covenants and agrees, as of the date of this Agreement and again as of the Closing Date, other than as reflected in the Relevant Records, to the Knowledge of each of AG Telecom, Construtora AG and Seller:

5.1 No Violation; Compliance with Laws. Unnisa has not failed to comply with, nor has it received any notification of any present or past failure by Unnisa to comply with, any Order or Laws or that its operations have not been conducted in accordance with all applicable Laws.

5.2 Liabilities.

(a) Unnisa has no Liability except (i) those reflected in Unnisa's financial statements, (ii) those accounts payable incurred in the ordinary and regular course of business, and (iii) those incurred in the ordinary and regular course of business consistent with past practices .

(b) Unnisa is not a party to any contract or commitment to guarantee the payment or performance of any Liability of any other Person, or pursuant to which Unnisa, or its respective assets, properties, business or revenue, is or may become liable for the indebtedness or other obligations of any other Person.

5.3 Intellectual Property Rights. Unnisa has not received any notice, complaint, threat or claim alleging infringement of, any patent, trademark, trade name, copyright, industrial design, trade secret or any other intellectual property or proprietary right of any Person, nor has the conduct by Unnisa of its business or its use of the Proprietary Rights

infringed any patent, trademark, trade name, copyright, industrial design, trade secret or any other intellectual property or proprietary right of any Person which would result in a material adverse effect on the business, prospects or assets of Unnisa.

5.4 Litigation; Contingencies. There are no Actions existing or threatened against, by or affecting Unnisa, the property, business, revenues or assets of Unnisa, in any Forum, the eventual outcome of which might have a material adverse effect on Unnisa after the date of this Agreement.

5.5 Absence of Certain Business Practices. None of AG Telecom, AG Parent or Construtora AG, or any of their Affiliates, or any of their respective officers, directors, employees, agents, nor any other Person acting on any of their behalf has, directly or indirectly, within the past five years given or agreed to give any gift or similar benefit to any Government employee or other Person who is or may be in a position to help or hinder the business of Unnisa (or to assist Unnisa in connection with any actual or proposed transaction).

5.6 No Agreement in Anticipation of Sale. The consummation of the transactions contemplated by this Agreement will not entitle any employee of Unnisa to severance pay nor will it accelerate the time of payment, vesting or increase the amount of any compensation or benefits due to any employee of Unnisa.

5.7 Customers and Suppliers. No material supplier or customer of Unnisa intends to discontinue or substantially diminish or change its relationship with Unnisa or the terms of its relationship with Unnisa; no material supplier of Unnisa intends to increase prices or charges for goods or services presently supplied; and no material supplier of Unnisa is likely to become unable to continue its relationship with Unnisa, or supply the goods or services which it presently supplies Unnisa, without significant change in the terms and conditions to any relevant relationship or supply arrangement.

5.8 Full Disclosure. No representation, warranty, covenant or agreement of or relating to Unnisa contained in this Agreement or in any other written statement or certificate delivered by the Seller, Construtora AG or AG Telecom, pursuant to or in connection with this Agreement or in connection with the transactions contemplated in this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained in this Agreement or in any other written statement or certificate delivered by the Seller, Construtora AG or AG Telecom, pursuant to this Agreement not misleading. Other than for information that is generally known to the public or in respect of which there has been public disclosure or in respect of which Equifax or its Affiliates has Knowledge, there is no fact known to the Seller, Construtora AG or AG Telecom which materially and adversely affects, or in the future may materially and adversely affect, the business, operations, cash flows, affairs, prospects, properties or assets, or the condition, financial or otherwise, of Unnisa or the businesses to be conducted by Unnisa on and after the Closing Date, or its operations, cash flows, affairs, prospects, properties or assets.

6. REPRESENTATIONS AND WARRANTIES RELATING TO AG TELECOM, CONSTRUTORA AG AND AG PARENT

Each of the Seller, AG Telecom and AG Parent, jointly and severally, represent, warrant and covenant to Equifax, as of the date hereof and again as of the Closing Date, as follows:

6.1 Existence.

(a) AG Parent: (i) is a corporation ("sociedade anonima"), duly organized and registered and validly existing under the laws of Brazil, and (ii) is entitled to own or lease its assets and properties and to carry on its business as and in the places where its business is conducted and its assets and properties are owned or leased AG Parent: (i) is a corporation ("sociedade anonima"), duly organized and registered and validly existing under the laws of Brazil, and (ii) is entitled to own or lease its assets and properties and to carry on its business as and in the places where its business is conducted and its assets and properties are owned or leased.

(b) AG Telecom: (i) is a limited liability company ("sociedade por quotas de responsabilidade limitada"), duly organized and registered and validly existing under the laws of Brazil, and (ii) is entitled to own or lease its assets and properties and to carry on its business as and in the places where its business is conducted and its assets and properties are owned or leased.

6.2 Authority; Inconsistent Obligations.

(a) Each of AG Parent, Construtora AG and AG Telecom has the full right, power and authority to execute and deliver and to perform and comply with this Agreement. All proceedings and actions required to be taken by AG Parent, Construtora AG and AG Telecom to authorize the execution, delivery and performance of this Agreement have been taken. This Agreement has been duly and validly executed and delivered by each of AG Parent, Construtora AG and AG Telecom, as appropriate, by its duly authorized officers or representatives. This Agreement constitutes the valid and legally binding obligation, subject to general equity principles, of each of AG Parent, Construtora AG and AG Telecom, as appropriate, enforceable in accordance with its respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the rights of creditors generally.

(b) Neither the execution and delivery of this Agreement by AG Parent, Construtora AG or AG Telecom, nor the consummation of the transactions contemplated by this Agreement will (i) result in a violation of the Articles of Association, Articles of Incorporation or By-Laws of AG Parent, Construtora AG or AG Telecom, as appropriate, or on the date of this Agreement or on the Closing Date any applicable Law or Order, (ii) violate any Order or Law applicable to AG Parent, Construtora AG or AG Telecom, as appropriate, or (iii) result in a breach of, conflict with or default under, any term or provision of any indenture, note, mortgage, bond, security agreement, loan agreement, guaranty, pledge, or other instrument, contract, agreement or commitment to which AG Parent, Construtora AG or AG Telecom is a party or by which any of them or any of their respective assets, properties, or businesses are subject or bound; nor will these actions result in (w) the creation of any Lien on the Quotas, or any of the assets, properties, businesses, revenues or profits of AG Parent, Construtora AG or AG Telecom, (x) the acceleration or creation of any obligation of



AG Parent, Construtora AG or AG Telecom, (y) the forfeiture of any material right or privilege of AG Parent, Construtora AG or AG Telecom, or (z) the forfeiture of any material right or privilege of AG Parent, Construtora AG or AG Telecom that may affect its ability to perform under this Agreement.

6.3 Ownership of Quotas. Seller owns the Quotas free and clear of any and all Liens.

6.4 No Violation; Compliance with Laws. None of AG Parent, Construtora AG or AG Telecom is in default under or in violation of (a) its Articles of Association, Articles of Incorporation or By-Laws, as appropriate, or (b) any material applicable Order or Law, and each of AG Parent, Construtora AG and AG Telecom has complied with all applicable Laws, where the failure to so comply would have a material adverse effect on AG Parent and its consolidated subsidiaries. None of AG Parent, Construtora AG or AG Telecom has received any notification of any asserted present or past failure by any of AG Parent, Construtora AG or AG Telecom to comply with any material Order or Laws, where the asserted failure if determined adversely would have a material adverse effect on AG Parent and its consolidated subsidiaries.

6.5 Consents. The execution and delivery by AG Parent, Construtora AG and AG Telecom of this Agreement, the consummation of the transactions contemplated in this Agreement, and the performance by AG Parent, Construtora AG or AG Telecom under this Agreement, as appropriate, do not (a) require the consent, approval or action of, or any filing with or notice to, any Government or other Person, other than for a notification filing to be made with the Brazilian anti-trust authorities within fifteen (15) days after the execution of this Agreement, (b) require the consent or approval of AG Parent's, Construtora AG's or AG Telecom's shareholders (except for those previously obtained), or (c) impose any other term, condition or restriction on AG Parent, Construtora AG or AG Telecom pursuant to any applicable Order or Law.

6.6 Litigation; Contingencies. There are no Actions existing or, to the knowledge of any of AG Parent, Construtora AG or AG Telecom, threatened against, by or affecting AG Parent, Construtora AG or AG Telecom, the property, business, revenues or assets of AG Parent, Construtora AG or AG Telecom, in any Forum, nor is there any basis for any Actions, nor do there exist any other contingent liabilities, the eventual outcome of which might have a material adverse effect on AG Parent and its consolidated subsidiaries after the date of this Agreement, or which would prevent or impede the transactions contemplated by this Agreement. None of AG Parent, Construtora AG or AG Telecom has been charged with, or is under investigation with respect to, any material charge concerning any violation of any provision of any Law. There are no material unsatisfied judgments against AG Parent, Construtora AG or AG Telecom or any of their predecessors or any other material Order to which any of AG Parent, Construtora AG or AG Telecom, or any of AG Parent's, Construtora AG's or AG Telecom's material assets or properties, are subject.

6.7 Full Disclosure. No representation, warranty, covenant or agreement of or relating to AG Parent, Construtora AG or AG Telecom contained in this Agreement or in any other written statement or certificate delivered by any of AG Parent, Construtora AG or AG Telecom, pursuant to or in connection with this Agreement or in connection with the transactions contemplated in this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements

contained in this Agreement or in any other written statement or certificate delivered by any of AG Parent, Construtora AG or AG Telecom, pursuant to this Agreement, not misleading.

7. REPRESENTATIONS AND WARRANTIES OF EQUIFAX

Each of EFX and Holdings, jointly and severally, represents and warrants to, and covenants and agrees with, each of AG Parent, AG Telecom and Construtora AG, as of the date hereof and again as of the Closing Date, as follows:

7.1 Organization.

(a) EFX: (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, U.S.A., and (ii) is entitled to own or lease its assets and properties and to carry on its business as and in places where the business is conducted and the properties are owned or leased.

(b) Holdings: (i) is a limited liability company ("sociedade por quotas de responsabilidade limitada") duly organized and registered and validly existing under the laws of Brazil, and (ii) is entitled to own or lease its assets and properties and to carry on its business as and in places where the business is conducted and its assets and properties are owned or leased.

(c) EV1, when formed: (i) will be a Brazilian corporation ("sociedade anonima") duly organized and registered and validly existing under the laws of Brazil, (ii) will be entitled to own or lease its assets and properties and to carry on its business as and in those places where its business will be conducted and its assets and properties will be owned or leased, and (iii) will have upon incorporation and at all times up through and including the Closing Date no liabilities.

(d) EV2, when formed: (i) will be a limited liability company ("sociedade por quotas de responsabilidade limitada") duly organized and registered and validly existing under the laws of Brazil, (ii) will be entitled to own or lease its assets and properties and to carry on its business as and in those places where its business will be conducted and its assets and properties will be owned or leased, and (iii) will have upon incorporation and at all times up through and including the Closing Date no liabilities.

7.2 Authority; No Inconsistent Agreements. Each of EFX and Holdings has full power and authority to make, execute and perform this Agreement and the transactions contemplated by this Agreement. This Agreement and all transactions required under this Agreement to be performed by Equifax have been duly and validly authorized and approved by all necessary corporate action on its part. This Agreement has been duly and validly executed and delivered on behalf of each of EFX and Holdings by its duly authorized officers, and this Agreement constitutes the valid and legally binding obligation of each of them, enforceable, subject to general equity principles, in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the rights of creditors generally. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated by this Agreement, will constitute a violation or breach of the articles of incorporation or by-laws or other organizational document of either of them and will (i) violate any Order or Law applicable to either EFX or Holdings, or (iii) result in a breach of, conflict with or default under, any term or provision of any indenture, note, mortgage, bond, security agreement, loan agreement,

guaranty, pledge, or other instrument, contract, agreement or commitment to which either EFX or Holdings is a party or by which any of them or any of their respective assets, properties, or businesses are subject or bound; nor will these actions result in the forfeiture of any material right or privilege of either EFX or Holdings that may affect its ability to perform this Agreement.

7.3 Consents. The execution and delivery by each of EFX and Holdings of this Agreement, the consummation of the transactions contemplated in this Agreement and the performance by each of EFX and Holdings under this Agreement do not: (a) require the consent, approval or action or, or any filing with or notice to, any Government or other person, other than for a notification filing to be made with the Brazilian anti-trust authorities within fifteen (15) days after the date of this Agreement, or (b) require the consent or approval of the EFX shareholders or the Holdings quotaholders, except for those previously obtained.

7.4 Litigation; Contingencies. There are no Actions existing or, to the knowledge of either EFX or Holding, threatened against, by or affecting EFX or Holdings, which might have a material adverse effect on EFX or Holdings and its consolidated subsidiaries after the date of this Agreement, or which would prevent or impede the transactions contemplated by this Agreement. None of EFX or Holdings has been charged with, or is under investigation with respect to, any material charge concerning any violation of any provision of any Law.

7.5 Full Disclosure. No representation, warranty, covenant or agreement of or relating to EFX or Holdings contained in this Agreement or in any other written statement or certificate delivered by either EFX or Holdings, pursuant to or in connection with this Agreement or in connection with the transactions contemplated in this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained in this Agreement or in any other written statement or certificate delivered by either EFX or Holdings, pursuant to this Agreement, not misleading.

#### 8. CONDITIONS TO OBLIGATIONS OF EQUIFAX

The obligations of Equifax under this Agreement are subject to the fulfillment and satisfaction of each and every one of the following conditions on or prior to the Closing, any or all of which may be waived in writing in whole or in part by Equifax:

8.1 Proceedings and Documents Satisfactory. All proceedings taken in connection with the consummation of the transactions contemplated in this Agreement and all documents and papers reasonably required in connection with this Agreement, will be reasonably satisfactory to Equifax and its counsel, and Equifax and its counsel will have timely received copies of the relevant documents and papers, all in form and substance satisfactory to Equifax and its counsel, as reasonably requested by Equifax or its counsel, provided that such request is essential for the completion of the transactions contemplated in this Agreement.

8.2 Representations and Warranties. The representations and warranties contained in this Agreement and in any certificate, instrument, schedule, agreement or other writing delivered by or on behalf of, or in respect of, the Seller, Construtora AG or AG Telecom in connection with the transactions contemplated by this Agreement will be true and

correct as of the date when made and will be deemed to be made again at and as of the Closing Date and will be true and correct at and as of the Closing Date.

8.3 Compliance with Covenants and Conditions. The Seller, Construtora AG and AG Telecom will have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

8.4 Closing Certificates. The Seller, Construtora AG and AG Telecom will have delivered to Equifax certificates, executed by the appropriate officers or other Representative of each party, dated as of the Closing, certifying in such detail as Equifax may request as to the fulfillment and satisfaction of the conditions specified in Paragraphs 8.2 and 8.3.

8.5 Opinion of Counsel. Equifax will have received from Tozzini Freire Teixeira e Silva, special Brazilian legal counsel for AG Telecom, Construtora AG and AG Parent, a legal opinion, dated as of the Closing Date, in substantially the form set forth in Exhibit E to this Agreement.

8.6 Consents. Equifax will have received from any and all Persons and Governments any and all relevant consents, authorizations and approvals as are necessary for the consummation of the transactions contemplated by this Agreement, and all notices required to be given to all Persons and Governments will have been given and all applicable waiting periods will have expired.

8.7 No Inconsistent Requirements. No Action will have been commenced by any Government or Person seeking to enjoin or prohibit the transactions contemplated by this Agreement.

8.8 No Injunction. No temporary restraining order, preliminary or permanent injunction or other order by any court of competent jurisdiction which prohibits the consummation of the transactions contemplated in this Agreement will have been issued and remain in effect on the Closing Date; provided, however, that the Parties will use all reasonable efforts to have each and every relevant order or injunction vacated or reversed prior to the Closing Date.

8.9 Resignations. Any and all representatives of AG Telecom, Construtora AG or the Seller or other persons appointed by or at the direction or request of any of them who currently serve Unnisa as a manager, director, officer or representative shall have resigned from such positions prior to the Closing Date.

8.10 Miscellaneous. Equifax and its counsel will have received any and all other opinions, certifications, documents, instruments and agreements from the Seller, Construtora AG and AG Telecom and their respective counsel, as Equifax and its counsel may reasonably request, provided that such request is essential for the completion of the transactions contemplated in this Agreement.

## 9. CONDITIONS TO OBLIGATIONS OF THE SELLER, CONSTRUTORA AG AND AG TELECOM

The obligations of the Seller, Construtora AG and AG Telecom under this Agreement are subject to the fulfillment and satisfaction of each and every of the following conditions on

or prior to the Closing, any or all of which may be waived in whole or in part by the Seller, Construtora AG and AG Telecom:

9.1 Proceedings and Documents Satisfactory. All proceedings taken in connection with the consummation of the transactions contemplated in this Agreement and all documents and papers reasonably required in connection with this Agreement, will be reasonably satisfactory to the Seller and AG Telecom and their respective counsel, and the Seller, AG Telecom and their respective counsel will have timely received copies of the relevant documents and papers, all in form and substance satisfactory to the Seller, AG Telecom and their respective counsel, as reasonably requested by the Seller, AG Telecom or their respective counsel, provided that such request is essential for the completion of the transactions contemplated in this Agreement.

9.2 Representations and Warranties. The representations and warranties contained in this Agreement and in any certificate, instrument, schedule, agreement or other writing delivered by or on behalf of, or in respect of, Equifax in connection with the transactions contemplated by this Agreement will be true and correct as of the date when made and will be deemed to be made again at and as of the Closing Date and will be true and correct at and as of the Closing Date.

9.3 Compliance with Covenants and Conditions. Equifax will have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with prior to or on the Closing Date.

9.4 Closing Certificates. Equifax will have delivered to the Seller and AG Telecom certificates, executed by the appropriate officers or other Representative, dated as of the Closing, certifying in such detail as the Seller or AG Telecom may request as to the fulfillment and satisfaction of the conditions specified in Paragraphs 9.2 and 9.3.

9.5 Authorization. Each of EFX, Holdings and EV1 will have delivered to the Seller, Construtora AG and AG Telecom written evidence of all requisite corporate or other approvals or authorizations necessary for such Party to authorize and approve the execution of this Agreement by such Party and all other action necessary to enable such Party to comply with the terms of this Agreement.

9.6 Consents. The Seller, Construtora AG and AG Telecom will have received from any and all Persons and Governments any and all relevant consents, authorizations and approvals as are necessary for the consummation of the transactions contemplated by this Agreement, and all notices required to be given to all Persons and Governments will have been given and all applicable waiting periods shall have expired.

9.7 Opinion of Counsel. The Seller and AG Telecom will have received from Kilpatrick Stockton LLP and Mundie e Advogados, legal counsel to Equifax, a legal opinion, dated the Closing Date, in substantially the form set forth in Exhibits F-1 and F-2, respectively, to this Agreement.

9.8 No Inconsistent Requirements. No Action will have been commenced by any Government or Person seeking to enjoin or prohibit the transactions contemplated by this Agreement.

9.9 No Injunction. No temporary restraining order, preliminary or permanent injunction or other order by any court of competent jurisdiction which prohibits the consummation of the transactions contemplated in this Agreement will have been issued and remain in effect on the Closing Date; provided, however, that the Parties will use all reasonable efforts to have any and all relevant order or injunction vacated or reversed prior to the Closing Date.

9.10 Miscellaneous. The Seller, Construtora AG and AG Telecom and its counsel will have received any and all other opinions, certifications, documents, instruments and agreements from EFX and Holdings and their respective counsel, as the Seller and AG Telecom and its counsel may reasonably request, provided that such request is duly motivated and is essential for the completion of the transactions contemplated in this Agreement.

## 10. INDEMNITIES

10.1 Indemnification of Equifax. In accordance with and subject to the further provisions of this Article 10, AG Telecom, Construtora AG and AG Parent (each of which is an "Indemnitor") will, jointly and severally, indemnify

-----  
and hold harmless Equifax and Equifax's Affiliates and their respective officers, directors, agents and employees (collectively, "Indemnitees"), from

-----  
and against and in respect of any and all loss, damage, Liability, cost and expense, including reasonable attorneys' fees and amounts paid in settlement (collectively, the "Indemnified Losses"), suffered or incurred by any one or

-----  
more of the Indemnitees by reason of, or arising out of:

(a) any misrepresentation, breach of warranty or breach or nonfulfillment of any agreement of the Seller, Construtora AG or AG Telecom contained in this Agreement, or in any other certificate, schedule, instrument or document delivered to Equifax by or on behalf of the Seller, Construtora AG or AG Telecom pursuant to or in connection with the provisions of this Agreement;

(b) any and all Taxes in respect of or measured by income or relating to capital gains or other similarly imposed Taxes arising from or in connection with the sale of the Quotas as contemplated by or provided for in this Agreement; and

(c) any and all Actions, suits, proceedings, claims, demands, assessments, judgments, fees and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid any Actions, suits, proceedings, claims, demands, assessments, judgments, fees and expenses or to oppose the imposition of any Actions, suits, proceedings, claims, demands, assessments, judgments, fees and expenses, or in enforcing this Agreement in connection with any breach or default or threatened breach or default by an Indemnitor, including without limitation the provisions of this Article 10.

10.2 Indemnification of AG Telecom, Construtora AG and AG Parent by Equifax. In accordance with and subject to the further provisions of this Article 10, each of EFX and Holdings (collectively, the "EFX Indemnitors") will,

-----  
jointly and severally, indemnify and hold harmless each of AG Telecom, AG Parent, their affiliates and respective officers, directors, agents and employees (collectively "AG Indemnitees") from and against and in respect of any

-----  
and all loss, damage, Liability, cost and expense, including reasonable attorneys' fees and amounts paid in settlement (collectively, the "AG

-----  
Indemnified Losses") suffered or incurred by any one or more of the Indemnitees

-----  
by reason of, or arising out of:

(a) any misrepresentation, breach of warranty or breach or nonfulfillment of any agreement of Equifax contained in this Agreement or in any certificate, schedule, instrument or document delivered to AG Telecom, Construtora AG or AG Parent by or on behalf of Equifax pursuant to the provisions of this Agreement;

(b) any liabilities of EV1 or EV2 incurred prior to the Closing and unrelated to the transactions contemplated by this Agreement; and

(c) any and all Actions, suits, proceedings, claims, demands, assessments, judgments, fees and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid any Actions, suits, proceedings, claims, demands, assessments, judgments, fees and expenses or to oppose the imposition of any Actions, suits, proceedings, claims, demands, assessments, judgments, fees and expenses, or in enforcing this Agreement in connection with any breach or default or threatened breach or default by the Indemnitor, including without limitation the provisions of this Article 10.

10.3 No Contribution by Unnisa. Unnisa will not have any Liability to any of AG Telecom, Construtora AG or AG Parent as a result of any misrepresentation or breach of representation or warranty relating to Unnisa contained in this Agreement or any certificate, schedule, instrument, agreement or other writing delivered by or on behalf of, or in respect of, any of AG Telecom, Construtora AG or AG Parent pursuant to this Agreement or in connection with the transactions contemplated by this Agreement.

10.4 Payment. Subject to the provisions of Paragraph 10.5 below, (i) after a final, non-appealable judgment has been rendered or a settlement has been reached in respect of a third party claim or Action, or (ii) in the case of a claim for Indemnified Losses arising other than pursuant to a third party claim or Action, after the award of the Arbitral Body has been issued or a settlement has been reached, Indemnitor shall reimburse the Indemnitees within 30 days of written demand on the Indemnitor for any amounts to which Indemnitees are entitled to indemnification pursuant to this Article 10.

10.5 Defense of Claims.

(a) Except as provided in Paragraph 10.5(b), if any Action by a third party arises after the date of this Agreement for which Indemnitor may be liable under the terms of this Agreement, then the Indemnitees will notify Indemnitor(s) in accordance with the provisions of this Article 10, and will give Indemnitor(s) a reasonable opportunity:

(i) to conduct any proceedings or negotiations in connection with the Action and necessary or appropriate to defend the Indemnitees;

(ii) to take all other required steps or proceedings to settle or defend any Action; and

(iii) to employ counsel reasonably acceptable to Indemnitees to contest any Action in the name of the Indemnitees or otherwise.

The expenses of all proceedings, contests or lawsuits with respect to the Actions will be borne by Indemnitor(s).

(b) If Indemnitor(s) do(es) not assume the defense of, or if after so assuming the Indemnitors fail to defend, any Action, then the Indemnitees may defend against any claim or Action in the manner they may deem appropriate and the Indemnitees may settle any claim or Action on the terms they deem appropriate, and Indemnitor(s) will promptly reimburse the Indemnitees for the amount of all expenses, legal and otherwise, reasonably and necessarily incurred by the Indemnitees in connection with the defense against and settlement of any claim or Action. If no settlement of any claim or Action is made, Indemnitor(s) will satisfy any judgment rendered with respect to any claim or in any Action, before the Indemnitees are required to do so, and pay all expenses, legal or otherwise, reasonably and necessarily incurred by the Indemnitees in the defense of any claim or Action.

(c) If a judgment is rendered against any of the Indemnitees in any Action covered by the indemnification under this Agreement, or any Lien in respect of any judgment attaches to any of the assets of any of the Indemnitees or Unnisa, Indemnitor(s) will immediately upon any entry or attachment pay the relevant judgment in full or discharge the relevant Lien unless, at the expense and direction of Indemnitor(s), an appeal is taken under which the execution of the judgment or satisfaction of the Lien is stayed. If and when a final judgment is rendered in any action, Indemnitor(s) will forthwith pay any judgment or discharge any Lien before any of the Indemnitees is compelled to do so.

(d) Any notice required to be given to Indemnitor(s) pursuant to Paragraph 10.5(a) shall be given no later than the latter of: (i) the end of the first half of the term within which an answer or other response to the Action is required to be made (the "Answer Period") and (ii) two Business Days after

-----  
receipt by an Indemnatee of notice of the Action. Indemnitor(s) shall assume the defense of any Action, if at all, by notice to Indemnitees no later than the earlier of: (i) the end of the second third of the Answer Period and (ii) three Business Days prior to the date by which an answer or other response to the Action is required to be made. Indemnitor(s)' failure to notify Indemnitees within the specified time shall be conclusively deemed an election by Indemnitor(s) not to assume such defense. Any failure by Indemnitees to give the requisite notice within the time specified in this Paragraph 10.5(d) will not relieve Indemnitor(s) of the obligation to indemnify Indemnitees pursuant to this Article 10 except to the extent that the defense of any Action is materially prejudiced by the delay.

(e) The Indemnitor(s) or the Indemnitees, as appropriate, shall have the right to participate in the defense of any Action related to an Indemnified Loss at their sole cost and expense and the cost and expense of that participation shall not be an Indemnified Loss. Notwithstanding anything contained in this Article 10 to the contrary, Indemnitor(s) may not settle any claim or Action, without the prior approval of Indemnitees, which approval shall not be unreasonably withheld, delayed or conditioned. For purposes of Paragraphs 10.4 and 10.5, "Indemnitor", "Indemnatee" and "Indemnified Losses" only, shall mean, as appropriate, "Indemnitor", "Indemnatee" and "Indemnified Losses" as defined in Paragraph 10.1, or "EFX Indemnitor", "AG Indemnitees" and "AG Indemnified Losses" as defined in Paragraph 10.2.

## 11. SURVIVAL.

11.1 Survival. The representations, warranties, covenants, agreements and indemnities of the Parties contained in this Agreement, or in any writing delivered pursuant to the provisions of this Agreement, will continue in full force and effect for the periods specified below (the "Survival Period"):



(a) representations and warranties relating to title and ownership of the Quotas, corporate authorization, organization, good standing and qualification; compliance with laws, fraud or willful misrepresentation, and completeness of disclosure, will survive indefinitely;

(b) representations and warranties relating to Taxes will survive until expiration of any applicable statute or period of limitations, and any extensions of the applicable statute or period of limitations; and

(c) all other representations, warranties, covenants, agreements and indemnities will be of no further force and effect after the expiration of three (3) years from the Closing Date;

Provided, however, that any claim for an Indemnified Loss presented in writing to the indemnifying party (together with any relevant supporting documentation) in accordance with the terms of this Agreement within the Survival Period will continue to be a valid claim until resolved.

## 12. TERMINATION.

12.1 Termination for Certain Causes. This Agreement may be terminated at any time prior to or on the Closing Date by Equifax, on the one hand or by AG Parent on the other hand, upon written notice to the other as follows:

(a) By AG Parent, if the terms, covenants or conditions of this Agreement to be complied with or performed by Equifax at or before the Closing Date will not have been complied with or performed and any noncompliance or nonperformance will not have been waived by AG Parent.

(b) By Equifax, if the terms, covenants or conditions of this Agreement to be complied with or performed by AG Telecom, Construtora AG or AG Parent at or before the Closing Date will not have been complied with or performed and any noncompliance or nonperformance will not have been waived by Equifax.

(c) By AG Parent or by Equifax, if any Action will have been instituted or threatened against any party to this Agreement to restrain or prohibit, or to obtain substantial damages in respect of, this Agreement or the consummation of the transactions contemplated in this Agreement, which, in the reasonable and good faith opinion of any party, makes consummation of the transactions contemplated in this Agreement inadvisable.

## 12.2 Procedure on and Effect of Termination.

(a) Pursuant to Paragraph 12.1 of this Agreement, written notice of termination will be given to all other Parties by the Party electing to terminate, and this Agreement will terminate upon the giving of notice, without further action by any of the Parties, with the consequence and effect set forth in this Paragraph 12.2.

(b) If for any reason on the Closing Date there has been nonfulfillment of an undertaking by or covenant for Equifax or for AG Telecom, Construtora AG and AG Parent not waived in writing by or on behalf of the Party in whose favor the undertaking or covenant runs, the Party in whose favor the undertaking or covenant runs, in addition to any other right or remedy available to it for breach or non-performance of this Agreement, may refuse to

consummate the transactions contemplated by this Agreement without Liability or obligation on its part whatsoever. Notwithstanding the foregoing, the obligations of the Parties pursuant to Paragraphs 4.5, 4.6, 11.1, 12.1, 12.2, 13.6 and 13.7 will survive any termination.

13. MISCELLANEOUS.

13.1 Notices.

(a) All notices, demands or other communications required or permitted to be given or made under this Agreement will be in writing and (i) delivered personally, (ii) sent by an internationally recognized express courier service, or (iii) sent by certified airmail, return receipt requested to the intended recipient of the notice, demand or other communication at its address set forth below. Any notice, demand or communication will be deemed to have been duly given (x) immediately if personally delivered, (y) on the fourth Business Day after delivery to an international express courier services, or (z) on the tenth Business Day after delivery to the relevant postal service and in proving the giving of any notice, demand or other communication, it will be sufficient to show that the envelope containing the notice, demand or other communication was duly addressed (as evidenced by the courier receipt). The addresses of the Parties for purposes of this Agreement are:

If to AG Telecom, Construtora AG or AG Parent: Av. Maria Coelho Aguiar, 215  
Bloco D - 4o andar  
Sao Paulo - SP  
Brazil  
Tel. 55-11-3741-8512  
Fax 55-11-3741-3033  
Attn. Celso F. Quintella

in each case with a copy to: Attn. Tozzini Freire  
Teixeira e Silva  
Rua Libero Badaro, 293 - 19  
Andar  
CEP 01095-9000  
Sao Paulo - SP - Brazil  
Tel. 55-11-232-2100  
Fax. 55-11-232-3100  
Attn: Jose Luis de Salles  
Freire

If to Equifax: Equifax Payment Services,  
Inc.  
11601 Roosevelt Boulevard  
St. Petersburg, Florida  
33716  
United States of America  
Attn: Larry Towe  
Executive Vice President and  
Group Executive

Equifax Payment Services,  
Inc.  
11601 Roosevelt Boulevard  
St. Petersburg, Florida  
33716  
United States of America  
Attn.: Walter Korchun  
Assistant General Counsel

Kilpatrick Stockton LLP  
Suite 2800  
1100 Peachtree Street  
Atlanta, Georgia 30309-4530  
United States of America  
Attn.: Gregory K. Cinnamon

(b) Any Party may change the address to which notices, requests, demands or other communications to the relevant Party will be delivered or mailed by giving notice of the address change to the other Parties in the manner provided in this Agreement.

13.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

13.3 Entire Agreement. Except as expressly set forth to the contrary in this Paragraph 13.3, this Agreement supersedes all prior discussions and agreements between the Parties with respect to the purchase and sale of the Quotas as described herein and this Agreement contains the sole and entire agreement among the Parties with respect to the purchase and sale of the Quotas. This Agreement will not be altered or amended except by an instrument in writing signed by or on behalf of the Party entitled to the benefit of the provision against whom enforcement is sought.

13.4 Reaffirmation of Certain Provisions of the Quotaholders Agreement. Notwithstanding anything contained herein to the contrary, the Parties hereby expressly agree that, while the Quotaholders Agreement, as modified by the Modification, will terminate in conjunction with the Transaction, pursuant to the terms contained in Article 8 thereof, the provisions of Articles 5, 6 and 7 and all related interpretive provisions thereof shall survive such termination and shall remain in full force and be binding on and enforceable against the parties thereto.

13.5 Governing Language. Notwithstanding the translation of this Agreement into any other language, the official language of this Agreement is the English language, which will be controlling. Each document, agreement, instrument, statement, notice or other communication required or permitted to be given in connection with this Agreement will be in the English language.

13.6 Dispute Resolution.

(a) Any and all disputes (each, a "Disputed Matter") arising out  
-----  
of or in connection with the execution, interpretation, performance or nonperformance of this Agreement will be arbitrated and settled by the procedures established in this Paragraph 13.6.

(b) Disputed Matters will be solely and finally settled by arbitration, which will be conducted in New York, New York, U.S.A., by a panel of three arbitrators, one of whom shall be selected by Equifax, one of whom shall be selected by the Seller, and the third of who shall be selected by the arbitrators selected by Equifax and the Seller. The arbitration procedure may be initiated by any of the Parties by written notice to the other Party to the Disputed Matter. Any notice will specify in reasonable detail the dispute being submitted to

arbitration. The Parties renounce all recourse to litigation and agree that the award of the arbitrators will be final and subject to no judicial review.

(c) The arbitrators will conduct the proceedings, including arguments and briefs, in the English language and in accordance with the international rules (the "Rules") of the American Arbitration Association

-----  
("Arbitral Body"); provided that the provisions of this Agreement will prevail

-----  
in the event of any conflict between the Rules and the provisions of this Agreement. The arbitrators will decide the issues submitted in accordance with the provisions and commercial purposes of this Agreement, provided that all substantive questions of law will be determined under the laws of Brazil (without regard to the principles of conflicts of laws of any relevant state and country). All decisions of the arbitrators will be in writing and submitted to the Parties, and will set forth findings of fact and conclusions of law.

(d) The Parties will facilitate the arbitration by: (i) making available to one another and to the arbitrators for examination, inspection and extraction all documents, books, records and personnel under their control if determined by the arbitrators to be relevant to the Disputed Matter; (ii) conducting arbitration hearings to the greatest extent possible on successive days; and (iii) observing strictly the time periods established by the Rules or by the arbitrators for submission of evidence or briefs.

(e) In the final award, the arbitrators will divide all costs, other than fees of counsel, incurred in conducting the arbitration, in any manner as the arbitrators deem just and equitable under the circumstances. Judgment on the award of the arbitrators may be entered into by any court having jurisdiction over the Party against whom enforcement of the award is being sought.

(f) Each Party agrees that any award of the arbitrators against it and on which judgment is entered may be executed against the assets of that Party in any jurisdiction, including Brazil and the United States of America. By execution of this Agreement, each Party irrevocably consents to the jurisdiction of any court having jurisdiction over that Party for the purpose of enforcing any award. Each of the Parties irrevocably consents to the service of process by registered mail, postage prepaid, international express courier, or by personal service within or without Brazil or the State of Georgia, the State of Florida or the State of New York, to the fullest extent permitted by applicable Law. Each of the Parties hereby irrevocably designates and appoints CSC Network, 375 Hudson Street, 11th Floor, New York, New York, as its respective designee, appointee and local agent to receive for and on behalf of that Person, service of process in such respective jurisdictions in any arbitration, legal action or proceeding.

(g) Each Party irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to any suit, Action or proceeding arising out of or relating to this Agreement that is brought in any jurisdiction designated in the preceding subparagraph, for the purpose of enforcing any award and further irrevocably waives any claim that any suit, Action or proceeding so brought has been brought in an inconvenient forum.

(h) Notwithstanding any provision of this Paragraph 13.6 to the contrary, any Party will be entitled to seek injunctive and other equitable relief in any court of competent jurisdiction to enforce the provisions of this Agreement.

13.7 Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, executors, legal representatives, successors and assigns, but may not be assigned by any Party without the written consent of all other Parties, except to an Affiliate of any Party. The parties further agree that Unnisa shall be regarded as a third-party beneficiary to this Agreement and the Quotaholders Agreement, as modified by the Modification, for all purposes hereunder and thereunder.

13.8 Partial Invalidity and Severability. All rights and restrictions contained in this Agreement may be exercised and will be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary to render this Agreement legal, valid and enforceable. If any term of this Agreement, or part of this Agreement, not essential to the commercial purpose of this Agreement will be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the Parties that the remaining terms of this Agreement, or part of this Agreement, will constitute their agreement with respect to the subject matter of this Agreement and all remaining terms, or parts of this Agreement, will remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement will be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision.

13.9 Waiver. Any term or condition of this Agreement may be waived at any time by the Party which is entitled to the benefit of the term, but only if the waiver is evidenced by a writing signed by the relevant Party. No failure on the part of any Party to this Agreement to exercise, and no delay in exercising any right, power or remedy created under this Agreement, will operate as a waiver thereof, nor will any single or partial exercise of any right, power or remedy by any Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver by any Party to this Agreement or any breach of or default in any term or condition of this Agreement will constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition of this Agreement.

13.10 Headings. The headings of particular provisions of this Agreement are inserted for convenience only and will not be construed as a part of this Agreement or serve as a limitation or expansion on the scope of any term or provision of this Agreement.

13.11 Number and Gender. Where the context requires, the use of the singular form in this Agreement will include the plural, the use of the plural will include the singular, and the use of any gender will include any and all genders.

13.12 Time of Performance. Time is of the essence.

13.13 Waiver of Dividends. Each of AG Telecom, Construtora AG and AG Parent waives and relinquishes their respective rights to receive dividends or other distributions, if any, in respect of Unnisa for all periods either before or after the date hereof, whether or not declared, and each covenants and agrees to execute and deliver such other documents as may be necessary or convenient under Brazilian law to evidence the same.

14. CERTAIN DEFINITIONS; INDEX OF DEFINITIONS

14.1 Certain Definitions. For purposes of this Agreement, the following capitalized terms will have the meanings specified below (all terms used in this Agreement which are not defined in this Paragraph 14.1 but defined elsewhere in this Agreement, will have for purposes of this Agreement the meanings set forth elsewhere in this Agreement):

"Action" will mean any action, suit, complaint, counter-claim, claim, petition, set-off or administrative proceeding, whether at law, in equity or otherwise, and whether conducted by or before any Government or other Person.

"Affiliate" of any Person will mean any other Person, at any time, directly or indirectly controlling, controlled by, or under direct or indirect common control with the former Person. A Person will be deemed to control another Person if that Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, by contract or otherwise.

"Article" and "paragraph" and like references are to this Agreement unless otherwise specified, and all "Exhibits" are references to those attached to this Agreement and incorporated in this Agreement by this reference, unless otherwise specified.

"Brazil" will mean the Federative Republic of Brazil.

"Business Day" will mean any day other than a Saturday, a Sunday or a day on which commercial banks in any of Atlanta, Georgia, United States of America, St. Petersburg, Florida, United States of America, Buenos Aires, Argentina, or Sao Paulo, Brazil, are required or authorized to be closed.

"Contract" will mean all written agreements, commitments and arrangements to which Unnisa is a party or under which Unnisa has any rights or obligations.

"Designee" will mean any Affiliate of Equifax that is an entity formed under and subject to the laws of Brazil.

"Forum" will mean any national, provincial, municipal, local or foreign court, governmental agency, administrative body or agency, tribunal, private alternative dispute resolution system, or arbitration panel.

"Government" will mean any national, provincial, state, municipal, local or foreign government or any ministry, department, commission, board, bureau, agency, authority, instrumentality, unit, or taxing authority thereof.

"Knowledge" will mean the actual knowledge of the relevant Person without any obligation of inquiry.

"Law" will mean all national, provincial, state, municipal, local or foreign constitutions, statutes, rules, regulations, ordinances, acts, codes, legislation, treaties, conventions and similar laws and legal requirements, as in effect from time to time.

"Liability" will mean any liability or obligation whether  
-----

known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated and whether due or to become due.

"Lien" will mean any claim, mortgage, pledge, hypothecation,  
-----

security interest, encumbrance, lien or charge of any kind, or any rights of others, however evidenced or created (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, or any lease having a similar effect or result).

"Order" will mean all orders, writs, judgments, decrees,  
-----

rulings and awards of any Forum or Government.

"Parties" will mean the signatories to this Agreement, and a  
-----

"Party" will mean any one of them.  
-----

"Person" will mean and include an individual, a partnership, a  
-----

joint venture, a corporation, a trust, an unincorporated organization, any legal or juridical entity, the equivalent of any of the foregoing under any Law, and any Government.

"Proprietary Rights" will mean (i) all patents, patent  
-----

applications and registrations, trademarks, trademark applications and registrations, copyright applications and registrations, trade names and industrial designs, service marks and service mark applications, Brazilian or foreign, owned or used by Unnisa in or otherwise relating to the operation of their respective businesses, (ii) all trade secrets, know-how, inventions and other intellectual property, owned or used by Unnisa relating to the operation of their respective businesses; and (iii) all computer systems and application software, including without limitation, all documentation relating to the computer systems and application software, and the latest revisions of all related object and source codes therefor, owned or used by Unnisa, in or otherwise relating to the operation of their respective businesses.

"R\$ or "Brazilian reais" will mean the lawful currency of  
-----

Brazil.

"Relevant Records" will mean, collectively, (i) the written  
-----

records of Unnisa, (ii) any writings prepared by Equifax or its Affiliates and relating to Unnisa, and (iii) any writings prepared by or received by either Socma Americana S.A. or its Affiliates or Andrade Gutierrez S.A. or its affiliates relating to Unnisa and delivered to either Unnisa or Equifax or its Affiliates. For the avoidance of doubt, writings prepared by an officer or director of any Relevant Person shall be a writing of such Person.

"Representative" of a Party will mean that Party's directors,  
-----

officers, partners, employees, agents, accountants, and lawyers.

"Taxes" will mean any taxes, levies, imposts, duties, fees,  
-----

assessments, deductions, withholdings or other charges of whatever nature, including without limitation income, gross receipts, excise, property, sales, transfer, license, payroll, withholding, social security, and franchise taxes, imposed or levied by Brazil, or any state, local or foreign Government, or by any department, agency or other political subdivision or taxing authority thereof or therein and all interests, penalties, additions to tax, and other similar liabilities with respect to the Taxes and relating to any period on or prior to the Closing Date.

14.2 Index to Definitions. The definitions for the following defined terms used in this Agreement can be found as follows:

Defined Term -----	Paragraph or Reference -----
Acquisition Price	1.1
AG Group	Preamble
AG Indemnitees	10.2
AG Parent	Preamble
AG Telecom	Preamble
Answer Period	10.3
Arbitral Body	13.6
Book Value	2.1
Closing	3.1
Closing Date	3.1
Construtora AG	Preamble
Disputed Matter	13.6
EFX	Preamble
EFX Indemnitees	10.2
EFX Indemnitors	10.2
Equifax	Preamble
EV1	2.2
EV2	2.2
Holdings	Preamble
Indemnified Losses	10.1
Indemnitees	10.1
Indemnitor	10.1
Modification	Preamble
Quotaholders Agreement	Preamble
Quotas	Preamble
Related Parties	5.12
Rules	13.6
Seller	Preamble
Survival Period	11.1
Transaction	Preamble
Unnisa	Preamble



IN WITNESS WHEREOF, the Parties have executed this Agreement  
on May 24, 2001, in the City and State of Sao Paulo, Brazil.

EQUIFAX PAYMENT SERVICES, INC.

By: /s/ Walter M. Korchun  
-----  
Name: Walter M. Korchun  
-----

EQUIFAX DO BRASIL HOLDINGS LTDA.

By: /s/ Luiz Frederico Vila Buosi  
-----  
Name: Luiz Frederico Vila Buosi  
-----

CONSTRUTORA ANDRADE GUTIERREZ S.A.

By: /s/ Luiz Otavio Mourrau  
-----  
Name: Luiz Otavio Mourrau  
-----

By: /s/ Celso Quintellas  
-----  
Name: Celso Quintellas  
-----

ANDRADE GUTIERREZ TELECOMUNICACOES LTDA.

By: /s/ Luiz Otavio Mourrau  
-----  
Name: Luiz Otavio Mourrau  
-----

By: /s/ Celso Quintellas  
-----  
Name: Celso Quintellas  
-----

ANDRADE GUTIERREZ S.A.

By: /s/ Luiz Otavio Mourrau  
-----  
Name: Luiz Otavio Mourrau  
-----

By: /s/ Celso Quintellas  
-----  
Name: Celso Quintellas  
-----

[Signatures Continue on Following Page]

UNNISA-SOLUCOES EM MEIOS DE PAGAMENTO LTDA.

By: /s/ Luis Acosta Acosta  
-----  
Name: Luis Acosta Acosta

By: /s/ Claudio Luis Naletto  
-----  
Name: Claudio Luis Naletto

WITNESSES

1. /s/ Darcy Teixeira Jr.  
-----  
Name: Darcy Teixeira Jr.  
RG:

2. /s/ Allan Kardec de Melo Ferreira  
-----  
Name: Allan Kardec de Melo Ferreira  
RG:

ACQUISITION AGREEMENT

by and between

EQUIFAX PAYMENT SERVICES, INC.

EQUIFAX DO BRASIL HOLDINGS LTDA.

SOCMA AMERICANA S.A.

SIDECO DO BRASIL S.A.

and

UNNISA-SOLUCOES EM MEIOS DE PAGAMENTO LTDA.

Effective as of May 24, 2001

Kilpatrick Stockton LLP  
1100 Peachtree Street  
Atlanta, Georgia 30309

SCHEDULE OF EXHIBITS

-----

Exhibit A	Certain Accounts Payable
Exhibit B	Lawsuit Dismissal
Exhibit C	Arbitration Dismissal
Exhibit D	Capitalization of Seller
Exhibit E-1	Tozzini Freire Teixeira e Silva Legal Opinion
Exhibit E-2	Socma Group Legal Department Legal Opinion
Exhibit F-1	Kilpatrick Stockton LLP Legal Opinion
Exhibit F-2	Mundie e Advogados Legal Opinion

ACQUISITION AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 24th day of May, 2001, by and between:

(1) EQUIFAX PAYMENT SERVICES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, whose principal place of business is located at 11601 Roosevelt Boulevard, St. Petersburg, Florida 33716, United States of America ("EFX");  
-----

(2) EQUIFAX DO BRASIL HOLDINGS LTDA., a Brazilian limited liability company ("sociedade por quotas de responsabilidade limitada"), whose head office is located at Av. Presidente Juscelino Kubitschek, n.(Degree) 50, 17th Floor, suite 172, room 4, in the City of Sao Paulo, State of Sao Paulo, Federal Taxpayers' No. 02.677.368/0001-14, with its Articles of Association recorded at the Commercial Registry at the State of Sao Paulo, under NIRE No. 35,215,207,148, on July 20, 1998 ("Holdings", and together with EFX,  
-----  
collectively referred to as "Equifax");  
-----

(3) SOCMA AMERICANA S.A., an Argentine corporation ("sociedad anonima"), whose head office is located at Av. Eduardo Madero 940, Piso 15, Capital Federal Registro No. 7034, Libro 100, tomo "A" de Sociedades Anonimas - Registro Publico de Comercio de la Capital Federal de la Republica Argentina ("Socma");  
-----

(4) SIDECO DO BRASIL S.A., a Brazilian corporation ("sociedade anonima"), whose head office is located in City and State of Sao Paulo, at Rua Pedroso Alvarenga, 1284, 7th floor, enrolled at Federal Taxpayers' Registry under N(Degree) 00.280.334/0001-66 (the "Seller", and together with Socma,  
-----  
collectively referred to as "Socma Group", and the Seller or Socma may also be  
-----  
referred to individually as a "member of the Socma Group"); and

(4) UNNISA-SOLUCOES EM MEIOS DE PAGAMENTO LTDA., a Brazilian limited liability company ("sociedade por quotas de responsabilidade limitada"), whose head office is located in the City and State of Sao Paulo, at Av. Maria Coelho Aguiar 215, Bloco D - 4th Floor, enrolled at the Federal Taxpayers' Registry under No. 69.313.674/0001-42 ("Unnisa").  
-----

BACKGROUND STATEMENT

WHEREAS, with effect from October, 2000, Sideco Americana S.A., an Argentine corporation ("sociedad anonima") ("SFH") became the holder of all the  
---  
quotas of Unnisa then held by Socma as a result of a reorganization involving Socma and SFH;

WHEREAS, prior to the date hereof SFH transferred all of the quotas of Unnisa then held by it, together with all of its rights and obligations to subscribe for additional quotas of Unnisa (pursuant to the 23rd Amendment to the Articles of Association of Unnisa), which in the aggregate equals 20.335% of the outstanding quotas (collectively, the "Quotas") of Unnisa, to Sanwer  
-----  
International S.A., a Uruguayan company ("Sanwer"); and  
-----

WHEREAS, immediately prior to the Closing Date Sanwer shall sell and transfer all of the Quotas to the Seller, for an aggregate purchase price of R\$ 64,200,000.00; and

WHEREAS, Socma, Holdings and others are all parties to that certain Quotaholders Agreement entered into on or about June 28, 1999 (the "Quotaholders Agreement"), as modified by that certain Modification of Quotaholders Agreement entered into on or about April 26, 2001 (the "Modification"); and

WHEREAS, the Seller desires to sell to Holdings or its Designee (this term and other capitalized terms used in this Agreement being defined in either Paragraph 14.1 of this Agreement or in those Paragraphs of this Agreement identified in Paragraph 14.2) on the Closing Date, all of the Quotas, and Equifax or its Designee desires to purchase and take from the Seller the Quotas (such sale and purchase being referred to herein as the "Transaction");

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements in this Agreement contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. THE ACQUISITION

1.1 Acquisition and Sale of the Seller's Interest

(a) Subject to the terms contained in this Agreement, on the Closing Date the Seller shall sell, transfer and assign to Equifax or, if so elected by Equifax, to any Designee, the Quotas for an aggregate purchase price of R\$ 64,200,000.00 (the "Acquisition Price"), all of which Quotas shall be free and clear of any and all Liens. The Acquisition Price shall be paid as described in Paragraph 1.1(c) below.

(b) Against payment of the Acquisition Price, the Parties shall execute the proper amendment to the Articles of Association of Unnisa in order to reflect the transfer of the Quotas to Equifax or its Designee.

(c) By its signature to this Agreement, the Seller authorizes and directs the Acquisition Price (R\$ 62,111,614.00, being net of the amounts referred to in Paragraph 1.1(d) below) to be paid at the Closing in cash in Brazilian reais to Seller. Each of Socma and Seller covenants and agrees with Equifax that any check(s) issued in payment of the Acquisition Price shall be deposited in a bank in Brazil promptly upon its receipt.

(d) Unnisa acknowledges and agrees that, simultaneously with the Closing, EV1 has paid (i) R\$ 1,998,386.00 in cash to Unnisa in full and final satisfaction of the Socma Group's liability for previously subscribed quotas (pursuant to the 23rd Amendment to the Articles of Association of Unnisa), and (ii) R\$ 90,000.00 in cash to Unnisa in full and final satisfaction of the Socma Group's liability for previously incurred accounts receivable as reflected on Exhibit A. Unnisa acknowledges and agrees that the Socma Group shall have no further liability in respect of either of the foregoing obligations.

(e) The Seller will be solely responsible for the payment of all Taxes, including, without limitation, all transfer, sales, stamp duties, use, excise, value added and similar taxes imposed by any Government in connection with the transfers of the Quotas by Socma (as described in the Background Statement of this Agreement) and the sale of the Quotas to Equifax or its Designee.

2. TRANSACTION STRUCTURE

2.1 Socma Group's Obligations. Immediately prior to the Closing Date, Seller shall have purchased and acquired from Sanwer all of the Quotas for an aggregate purchase price of R\$ 64,200,000.

3. CLOSING

3.1 Closing. Subject to the conditions contained in Articles 8 and 9 having been satisfied or waived in writing in accordance with the terms of this Agreement, the consummation of the transactions contemplated in this Agreement (the "Closing") will take place at the offices of Mundie e Advogados, located at

-----  
Av. Presidente Juscelino Kubitschek, n.(Degree)50, 17th floor, Sao Paulo, Brasil, commencing at 9:00 a.m., local time, on May 24, 2001, or any other date as may be mutually acceptable to the Parties (the date of the Closing being referred to in this Agreement as the "Closing Date"); provided, however, that

-----  
the Transaction shall for all purposes be effective as of 12:01 a.m., Sao Paulo time, on May 24, 2001. To facilitate the Closing, the Parties will meet at a pre-closing conference at the offices of Mundie e Advogados, commencing at 9:00 a.m., local time, on the first Business Day immediately preceding the Closing Date, with the intention to finalize the Closing matters contemplated in this Agreement in a timely manner so as to cause the Closing to occur on the Closing Date.

3.2 Cooperation and Further Assurances. Between the date of this Agreement and Closing, each Party shall take, and shall cause all of its relevant Affiliates to take, any and all other and further actions required, necessary or convenient to carry out the intent and purpose of the Transaction and this Agreement. At Equifax's reasonable request, whether on or after the date of this Agreement, and without the payment of any additional monies, each member of the Socma Group will, at their sole expense and without contribution by or Liability to Equifax or Unnisa, execute and deliver any and all further documents and instruments of conveyance, assignment, and transfer and will take any and all further reasonable actions as may be necessary, in the reasonable opinion of Equifax, to transfer and convey to Equifax all right, title and interest in and to the Quotas, free and clear of any and all Liens or as may otherwise be necessary or desirable to carry out the intent of this Agreement.

4. ADDITIONAL COVENANTS

4.1 Cooperation. The Parties will cooperate fully with each other and with their respective Representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and all Parties will use their best efforts to consummate the transactions contemplated by this Agreement and to fulfill their obligations under this Agreement, including without limitation, causing to be fulfilled at the earliest practical date the conditions precedent to the obligations of the Parties to consummate the transactions contemplated by this Agreement. Without the prior written consent of the other Parties, no Party may take any intentional actions, or omit to take any actions, that would cause the conditions precedent to the obligations of the Parties not to be fulfilled, including, without limitation, taking or causing to be taken any action which would cause the representations and warranties made by a Party in this Agreement not to be true, correct and complete as of the Closing. For a period of three (3) years following the Closing, Unnisa and its Affiliates, on the one hand, and the Seller and Socma, on the other hand, agree to use their reasonable efforts to cooperate with the other and act as an advisor to the other in furtherance

and promotion of their respective businesses, it being expressly understood and agreed that no fees or other compensation shall be payable in respect of such cooperation and advisory services unless the relevant Persons shall have expressly agreed in writing to the payment of any such fees or other compensation.

4.2 Expenses. The Parties will bear their own legal, accounting, broker, intermediary and other fees and expenses related to the transactions contemplated by this Agreement.

4.3 Update of Information. All documents, agreements, instruments, statements, copies and other writings furnished to or for the benefit of Equifax, Socma Group or any of their Representatives pursuant to this Agreement are and will be true, correct and complete as of the date furnished, and any and all amendments and supplements to the documents, agreements, instruments, statements and other writings furnished to or for the benefit of Equifax, Socma Group or any of their Representatives pursuant to this Agreement have been or will be delivered to Equifax, Socma Group and their Representatives in a timely and expeditious manner prior to the Closing. At all times prior to and including the Closing Date, Socma Group and Equifax will promptly provide one another with written notification of any event, occurrence or other information of any kind whatsoever which affects, or may affect, the continued truth, correctness or completeness of any representation, warranty, covenant or agreement made in this Agreement by a Party or any document, agreement, instrument, certificate or writing furnished to or for the benefit of a Party by any other Party pursuant to or in connection with this Agreement, and each written notification will specifically identify any and all of the representations, warranties, covenants and agreements affected by the fact, event, occurrence or information that necessitated the giving of the notice. No notification or other disclosure will be deemed to amend or supplement this Agreement or any representation, warranty, covenant, agreement or indemnity or any other document, agreement, instrument, certificate or writing furnished to or for the benefit of any Party pursuant to or in connection with this Agreement.

4.4 Brokers. Each member of the Socma Group represents and warrants to Equifax that no broker or finder has acted on their behalf in connection with this Agreement or the transactions contemplated in this Agreement, and Socma Group agrees to indemnify Equifax and hold it harmless from and against any and all claims or demands for commissions or other compensation by any broker, finder or similar agent claiming to have been employed by or on behalf of it. Equifax represents and warrants that no broker or finder has acted on its behalf or on behalf of Unnisa in connection with this Agreement or the transactions contemplated in this Agreement and agrees to indemnify Socma Group and hold them harmless from and against any and all claims or demands for commissions or other compensation by any broker, finder or similar agent claiming to have been employed by or on behalf of Equifax.

4.5 Publicity. Except to the extent required by applicable Law or listing agreement with any securities exchange, all press releases and other public announcements respecting the subject matter of this Agreement will be made only with the mutual agreement of Socma and Equifax, which agreement will not be unreasonably withheld, delayed or conditioned. Prior to submitting any information to third parties as required by applicable Law or listing agreement with any securities exchange, each Party will provide the other



Parties with a reasonable opportunity to review and comment on the terms upon which such information will be disclosed.

4.6 Certain Governmental Filings. The Parties will make, or cause to be made, all filings and submissions required to be made to any Government in connection with the transactions contemplated by or resulting from this Agreement, if any. Each of the Parties will furnish to the other Parties any and all necessary information and reasonable assistance as another Party may reasonably request in connection with its preparation of necessary filings or submissions to any Government. Prior to filing any material application, registration, statement or other document with the applicable governmental authority, each Party will provide the other Parties with a reasonable opportunity to review and comment on each such application, registration, statement or other document. Each of the Parties hereby covenants and agrees that it will not take a position on any tax return or report or any other governmental filing or report, or take a position in any Forum or before any Government different from or in any way inconsistent with those taken in, or in connection with, this Agreement.

4.7 Dismissal of Litigation.

(a) Simultaneous with the Closing, the Parties shall file, through their respective counsel, with the United States District Court, Northern District of Georgia, Atlanta Division, fully executed original documents, in the same form as Exhibit B attached hereto, to effectuate the dismissal of Equifax Inc. and Equifax do Brasil Holdings Ltda. v. Andrade Gutierrez Telecomunicacoes Ltda. and Socma Americana S.A., Civil Action File No. 1:01-CV-0837.

(b) Simultaneous with the Closing, the Parties shall file, through their respective counsel, with the American Arbitration Association, New York, New York, U.S.A., fully executed original documents, in the same form as Exhibit C attached hereto, to effectuate the dismissal of In the Matter of Andrade Gutierrez Telecomunicacoes Ltda. and Socma Americana S.A. v. Equifax Inc. and Equifax do Brasil Holdings Ltda., Arbitration No. 50 T 181 00066 01.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS RELATING TO UNNISA

Having regard for the fact that (i) the Socma Group is a minority quotaholder of Unnisa, and (ii) the Socma Group has only representative participating on the board of Unnisa, each member of the Socma Group, jointly and severally, represents and warrants to Equifax, and covenants and agrees, as of the date of this Agreement and again as of the Closing Date, other than as reflected in the Relevant Records, to the Knowledge of each member of the Socma Group:

5.1 No Violation; Compliance with Laws. Unnisa has not failed to comply with, nor has it received any notification of any present or past failure by Unnisa to comply with, any Order or Laws or that its operations have not been conducted in accordance with all applicable Laws.

## 5.2 Liabilities.

(a) Unnisa has no Liability except (i) those reflected in Unnisa's financial statements, (ii) those accounts payable incurred in the ordinary and regular course of business, and (iii) those incurred in the ordinary and regular course of business consistent with past practices.

(b) Unnisa is not a party to any contract or commitment to guarantee the payment or performance of any Liability of any other Person , or pursuant to which Unnisa, or its respective assets, properties, business or revenue, is or may become liable for the indebtedness or other obligations of any other Person.

5.3 Intellectual Property Rights. Unnisa has not received any notice, complaint, threat or claim alleging infringement of, any patent, trademark, trade name, copyright, industrial design, trade secret or any other intellectual property or proprietary right of any Person, nor has the conduct by Unnisa of its business or its use of the Proprietary Rights infringed any patent, trademark, trade name, copyright, industrial design, trade secret or any other intellectual property or proprietary right of any Person which would result in a material adverse effect on the business, prospects or assets of Unnisa.

5.4 Litigation; Contingencies. There are no Actions existing or threatened against, by or affecting Unnisa, the property, business, revenues or assets of Unnisa, in any Forum, the eventual outcome of which might have a material adverse effect on Unnisa after the date of this Agreement.

5.5 Absence of Certain Business Practices. Neither Socma Group nor any of their respective officers, directors, employees, agents, nor any other Person acting on any of their behalf has, directly or indirectly, within the past five years given or agreed to give any gift or similar benefit to any Government employee or other Person who is or may be in a position to help or hinder the business of Unnisa (or to assist Unnisa in connection with any actual or proposed transaction).

5.6 No Agreement in Anticipation of Sale. The consummation of the transactions contemplated by this Agreement will not entitle any employee of Unnisa to severance pay nor will it accelerate the time of payment, vesting or increase the amount of any compensation or benefits due to any employee of Unnisa.

5.7 Customers and Suppliers. No material supplier or customer of Unnisa intends to discontinue or substantially diminish or change its relationship with Unnisa or the terms of its relationship with Unnisa; no material supplier of Unnisa intends to increase prices or charges for goods or services presently supplied; and no material supplier of Unnisa is likely to become unable to continue its relationship with Unnisa, or supply the goods or services which it presently supplies Unnisa, without significant change in the terms and conditions to any relevant relationship or supply arrangement.

5.8 Full Disclosure. No representation, warranty, covenant or agreement of or relating to Unnisa contained in this Agreement or in any other written statement or certificate delivered by any member of the Socma Group, pursuant to or in connection with this Agreement or in connection with the transactions contemplated in this Agreement contains or

will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained in this Agreement or in any other written statement or certificate delivered by any member of the Socma Group, pursuant to this Agreement not misleading. Other than for information that is generally known to the public or in respect of which there has been public disclosure or in respect of which Equifax or its Affiliates has Knowledge, there is no fact known to any member of the Socma Group which materially and adversely affects, or in the future may materially and adversely affect, the business, operations, cash flows, affairs, prospects, properties or assets, or the condition, financial or otherwise, of Unnisa or the businesses to be conducted by Unnisa on and after the Closing Date, or its operations, cash flows, affairs, prospects, properties or assets.

6. REPRESENTATIONS AND WARRANTIES RELATING TO THE SOCMA GROUP

Each member of the Socma Group, jointly and severally, represents, warrants and covenants to Equifax, as of the date hereof and again as of the Closing Date, as follows:

6.1 Existence.

(i) Socma: (a) is a corporation ("sociedad anonima"), duly organized and registered and validly existing under the laws of Argentina, and (b) is entitled to own or lease its assets and properties and to carry on its business as and in the places where its business is conducted and its assets and properties are owned or leased.

(ii) Seller: (a) is a is a corporation ("sociedade anonima"), duly organized and registered and validly existing under the laws of Brazil, and (b) is entitled to own or lease its assets and properties and to carry on its business as and in the places where its business is conducted and its assets and properties are owned or leased.

6.2 Capitalization; Ownership of Equity. The capital of each member of the Socma Group (other than Socma) and of each of SFH and Sanwer is owned beneficially and legally as set forth in Exhibit D to this Agreement.

6.3 Authority; Inconsistent Obligations.

(a) Each member of the Socma Group has the full right, power and authority to execute and deliver and to perform and comply with this Agreement. All proceedings and actions required to be taken by any member of the Socma Group to authorize the execution, delivery and performance of this Agreement have been taken. This Agreement has been duly and validly executed and delivered by each member of the Socma Group by its duly authorized officers or representatives. This Agreement constitutes the valid and legally binding obligation, subject to general equity principles, of each member of the Socma Group, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the rights of creditors generally.

(b) Neither the execution and delivery of this Agreement by any member of the Socma Group, nor the consummation of the transactions contemplated by this Agreement, will (i) result in a violation of the Articles of Association, Articles of Incorporation or By-Laws of any member of the Socma Group, or on the date of this Agreement or on the Closing

Date any applicable material Law or Order, (ii) violate any Order or Law applicable to any member of the Socma Group, or (iii) result in a breach of, conflict with or default under, any term or provision of any indenture, note, mortgage, bond, security agreement, loan agreement, guaranty, pledge, or other instrument, contract, agreement or commitment to which any member of the Socma Group is a party or by which any of its assets, properties, or businesses is subject or bound; nor will these actions result in (w) the creation of any Lien on the Quotas, or any of the assets, properties, businesses, revenues or profits of any member of the Socma Group, (x) the acceleration or creation of any obligation of any member of the Socma Group, (y) the forfeiture of any material right or privilege of any member of the Socma Group, or (z) the forfeiture of any material right or privilege of any member of the Socma Group that may affect its ability to perform under this Agreement.

6.4 Ownership of Quotas. Seller owns the Quotas free and clear of any and all Liens.

6.5 No Violation; Compliance with Laws. No member of the Socma Group is in default under or in violation of (a) its Articles of Association, Articles of Incorporation or By-Laws, as appropriate, or (b) any material applicable Order or Law, and each member of the Socma Group has complied with all applicable Laws, where the failure to so comply would have a material adverse effect on Socma and its consolidated subsidiaries. No member of the Socma Group has received any notification of any asserted present or past failure by any member of the Socma Group to comply with any material applicable Order or Laws, where the asserted failure if determined adversely to any member of the Socma Group would have a material adverse effect on Socma and its consolidated subsidiaries.

6.6 Consents. The execution and delivery by each member of the Socma Group of this Agreement, the consummation of the transactions contemplated in this Agreement, and the performance by each member of the Socma Group under this Agreement, does not (a) require the consent, approval or action of, or any filing with or notice to, any Government or other Person, other than for a notification filing to be made with the Brazilian anti-trust authorities within fifteen (15) days after the date of this Agreement, (b) require the consent or approval of the shareholders of any member of the Socma Group (except for those previously obtained), or (c) impose any other term, condition or restriction on Socma Group pursuant to any applicable Order or Law.

6.7 Litigation; Contingencies. There are no Actions existing or, to the knowledge of any member of the Socma Group, threatened against, by or affecting any member of the Socma Group, the property, business, revenues or assets of any member of the Socma Group, in any Forum, nor is there any basis for any Actions, nor do there exist any other contingent liabilities, the eventual outcome of which might have a material adverse effect on Socma and its consolidated subsidiaries after the date of this Agreement, or which would prevent or impede the transactions contemplated by this Agreement. No member of the Socma Group has been charged with, or is under investigation with respect to, any material charge concerning any violation of any provision of any Law. There are no material unsatisfied judgments against any member of the Socma Group or any of its predecessors or any other material Order to which any member of the Socma Group, or any of material assets or properties of any member of the Socma Group, are subject.

6.8 Full Disclosure. No representation, warranty, covenant or agreement of or relating to any member of the Socma Group contained in this Agreement or in any other written statement or certificate delivered by any member of the Socma Group, pursuant to or in connection with this Agreement or in connection with the transactions contemplated in this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained in this Agreement or in any other written statement or certificate delivered by any of member of the Socma Group, pursuant to this Agreement, not misleading.

7. REPRESENTATIONS AND WARRANTIES OF EQUIFAX

Each of EFX and Holdings, jointly and severally, represents and warrants to, and covenants and agrees with, each member of the Socma Group, as of the date hereof and again as of the Closing Date, as follows:

7.1 Organization.

(a) EFX: (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, U.S.A., and (ii) is entitled to own or lease its assets and properties and to carry on its business as and in places where the business is conducted and the properties are owned or leased.

(b) Holdings: (i) is a limited liability company ("sociedade por quotas de responsabilidade limitada") duly organized and registered and validly existing under the laws of Brazil, and (ii) is entitled to own or lease its assets and properties and to carry on its business as and in places where the business is conducted and its assets and properties are owned or leased.

7.2 Authority; No Inconsistent Agreements. Each of EFX and Holdings has full power and authority to make, execute and perform this Agreement and the transactions contemplated by this Agreement. This Agreement and all transactions required under this Agreement to be performed by Equifax have been duly and validly authorized and approved by all necessary corporate action on its part. This Agreement has been duly and validly executed and delivered on behalf of each of EFX and Holdings by its duly authorized officers, and this Agreement constitutes the valid and legally binding obligation of each of them, enforceable, subject to general equity principles, in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the rights of creditors generally. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated by this Agreement, will constitute a violation or breach of the articles of incorporation or by-laws or other organizational document of either of them and will (i) violate any Order or Law applicable to either EFX or Holdings, or (iii) result in a breach of, conflict with or default under, any term or provision of any indenture, note, mortgage, bond, security agreement, loan agreement, guaranty, pledge, or other instrument, contract, agreement or commitment to which either EFX or Holdings is a party or by which any of them or any of their respective assets, properties, or businesses are subject or bound; nor will these actions result in the forfeiture of any material right or privilege of either EFX or Holdings that may affect its ability to perform this Agreement.

7.3 Consents. The execution and delivery by each of EFX and Holdings of this Agreement, the consummation of the transactions contemplated in this Agreement and the performance by each of EFX and Holdings under this Agreement do not: (a) require the consent, approval or action or, or any filing with or notice to, any Government or other person, other than for a notification filing to be made with the Brazilian anti-trust authorities within fifteen (15) days after the date of this Agreement, or (b) require the consent or approval of the EFX shareholders or the Holdings quotaholders, except for those previously obtained.

7.4 Litigation; Contingencies. There are no Actions existing or, to the knowledge of either EFX or Holding, threatened against, by or affecting EFX or Holdings, which might have a material adverse effect on EFX or Holdings and its consolidated subsidiaries after the date of this Agreement, or which would prevent or impede the transactions contemplated by this Agreement. None of EFX or Holdings has been charged with, or is under investigation with respect to, any material charge concerning any violation of any provision of any Law.

7.5. Full Disclosure. No representation, warranty, covenant or agreement of or relating to EFX or Holdings contained in this Agreement or in any other written statement or certificate delivered by either EFX or Holdings, pursuant to or in connection with this Agreement or in connection with the transactions contemplated in this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained in this Agreement or in any other written statement or certificate delivered by either EFX or Holdings, pursuant to this Agreement, not misleading.

## 8. CONDITIONS TO OBLIGATIONS OF EQUIFAX

The obligations of Equifax under this Agreement are subject to the fulfillment and satisfaction of each and every one of the following conditions on or prior to the Closing, any or all of which may be waived in writing in whole or in part by Equifax:

8.1 Proceedings and Documents Satisfactory. All proceedings taken in connection with the consummation of the transactions contemplated in this Agreement and all documents and papers reasonably required in connection with this Agreement, will be reasonably satisfactory to Equifax and its counsel, and Equifax and its counsel will have timely received copies of the relevant documents and papers, all in form and substance satisfactory to Equifax and its counsel, as reasonably requested by Equifax or its counsel, provided that such request is essential for the completion of the transactions contemplated in this Agreement.

8.2 Representations and Warranties. The representations and warranties contained in this Agreement and in any certificate, instrument, schedule, agreement or other writing delivered by or on behalf of, or in respect of, the Seller or any other member of the Socma Group in connection with the transactions contemplated by this Agreement will be true and correct as of the date when made and will be deemed to be made again at and as of the Closing Date and will be true and correct at and as of the Closing Date.

8.3 Compliance with Covenants and Conditions. The Seller and each other member of the Socma Group will have performed and complied with all covenants,

agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

8.4 Closing Certificates. Each member of the Socma Group will have delivered to Equifax certificates, executed by the appropriate officers or other Representative of each party, dated as of the Closing, certifying in such detail as Equifax may request as to the fulfillment and satisfaction of the conditions specified in Paragraphs 8.2 and 8.3.

8.5 Opinion of Counsel. Equifax will have received from (i) Tozzini Freire Teixeira e Silva, special Brazilian legal counsel for Socma Group, and (ii) Dr. Antonio Solsona, general counsel of the Socma Group, a legal opinion, dated as of the Closing Date, in substantially the forms set forth in Exhibits E-1 and E-2, respectively, to this Agreement.

8.6 Consents. Equifax will have received from any and all Persons and Governments any and all relevant consents, authorizations and approvals as are necessary for the consummation of the transactions contemplated by this Agreement, and all notices required to be given to all Persons and Governments will have been given and all applicable waiting periods will have expired.

8.7 No Inconsistent Requirements. No Action will have been commenced by any Government or Person seeking to enjoin or prohibit the transactions contemplated by this Agreement.

8.8 No Injunction. No temporary restraining order, preliminary or permanent injunction or other order by any court of competent jurisdiction which prohibits the consummation of the transactions contemplated in this Agreement will have been issued and remain in effect on the Closing Date; provided, however, that the Parties will use all reasonable efforts to have each and every relevant order or injunction vacated or reversed prior to the Closing Date.

8.9 Resignations. Any and all representatives of any member of the Socma Group, Seller or other persons appointed by or at the direction or request of any such member of the Socma Group who currently serve Unnisa as a director, officer, manager or representative shall have resigned from such positions prior to the Closing Date.

8.10 Miscellaneous. Equifax and its counsel will have received any and all other opinions, certifications, documents, instruments and agreements from each member of the Socma Group and their respective counsel, as Equifax and its counsel may reasonably request, provided that such request is essential for the completion of the transactions contemplated in this Agreement.

#### 9. CONDITIONS TO OBLIGATIONS OF THE SOCMA GROUP

The obligations of the Socma Group under this Agreement are subject to the fulfillment and satisfaction of each and every of the following conditions on or prior to the Closing, any or all of which may be waived in whole or in part by the Socma Group:

9.1 Proceedings and Documents Satisfactory. All proceedings taken in connection with the consummation of the transactions contemplated in this Agreement and all documents and papers reasonably required in connection with this Agreement, will be

reasonably satisfactory to the Socma Group and its counsel, and the Socma Group and its counsel will have timely received copies of the relevant documents and papers, all in form and substance satisfactory to the Socma Group and its counsel, as reasonably requested by the Socma Group or its counsel, provided that such request is essential for the completion of the transactions contemplated in this Agreement.

9.2 Representations and Warranties. The representations and warranties contained in this Agreement and in any certificate, instrument, schedule, agreement or other writing delivered by or on behalf of, or in respect of, EFX or Holdings in connection with the transactions contemplated by this Agreement will be true and correct as of the date when made and will be deemed to be made again at and as of the Closing Date and will be true and correct at and as of the Closing Date.

9.3 Compliance with Covenants and Conditions. Each of EFX and Holdings will have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with prior to or on the Closing Date.

9.4 Closing Certificates. Each of EFX and Holdings will have delivered to the Socma Group certificates, executed by the appropriate officers or other Representatives, dated as of the Closing, certifying in such detail as the Socma Group may request as to the fulfillment and satisfaction of the conditions specified in Paragraphs 9.2 and 9.3.

9.5 Authorization. Each of EFX and Holdings will have delivered to the Socma Group written evidence of all requisite corporate or other approvals or authorizations necessary for such Party to authorize and approve the execution of this Agreement by such Party, and all other action necessary to enable such Party to comply with the terms of this Agreement.

9.6 Consents. The Socma Group will have received from any and all Persons and Governments any and all relevant consents, authorizations and approvals as are necessary for the consummation of the transactions contemplated by this Agreement, and all notices required to be given to all Persons and Governments will have been given and all applicable waiting periods shall have expired.

9.7 Opinion of Counsel. The Socma Group will have received from Kilpatrick Stockton LLP and Mundie e Advogados, legal counsel to Equifax, a legal opinion, dated the Closing Date, in substantially the form set forth in Exhibits F-1 and F-2, respectively, to this Agreement.

9.8 No Inconsistent Requirements. No Action will have been commenced by any Government or Person seeking to enjoin or prohibit the transactions contemplated by this Agreement.

9.9 No Injunction. No temporary restraining order, preliminary or permanent injunction or other order by any court of competent jurisdiction which prohibits the consummation of the transactions contemplated in this Agreement will have been issued and remain in effect on the Closing Date; provided, however, that the Parties will use all reasonable efforts to have any and all relevant order or injunction vacated or reversed prior to the Closing Date.



9.10 Miscellaneous. The Seller and Socma and its counsel will have received any and all other opinions, certifications, documents, instruments and agreements from EFX and Holdings and their respective counsel, as the Seller and Socma and its counsel may reasonably request, provided that such request is duly motivated and is essential for the completion of the transactions contemplated in this Agreement.

10. INDEMNITIES

10.1 Indemnification of Equifax. In accordance with and subject to the further provisions of this Article 10, each member of the Socma Group (each, an "Indemnitor") will, jointly and severally indemnify and hold harmless Equifax

-----  
and Equifax's Affiliates and their respective officers, directors, agents and employees (collectively, "Indemnitees"), from and against and in respect of any

-----  
and all loss, damage, Liability, cost and expense, including reasonable attorneys' fees and amounts paid in settlement (collectively, the "Indemnified

-----  
Losses"), suffered or incurred by any one or more of the Indemnitees by reason

-----  
of, or arising out of:

(a) any misrepresentation, breach of warranty or breach or nonfulfillment of any agreement of any member of the Socma Group contained in this Agreement or in any other certificate, schedule, instrument or document delivered to Equifax by or on behalf of any member of the Socma Group pursuant to or in connection with the provisions of this Agreement;

(b) any and all Taxes in respect of or measured by income or relating to capital gains or other similarly imposed Taxes arising from or in connection with the sale of the Quotas as contemplated by or provided for in this Agreement; and

(c) any and all Actions, suits, proceedings, claims, demands, assessments, judgments, fees and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid any Actions, suits, proceedings, claims, demands, assessments, judgments, fees and expenses or to oppose the imposition of any Actions, suits, proceedings, claims, demands, assessments, judgments, fees and expenses, or in enforcing this Agreement in connection with any breach or default or threatened breach or default by an Indemnitor, including without limitation the provisions of this Article 10.

10.2 Indemnification of the Socma Group by Equifax. In accordance with and subject to the further provisions of this Article 10, each of EFX and Holdings (collectively, the "EFX Indemnitors") will, jointly and

-----  
severally, indemnify and hold harmless each member of the Socma Group their affiliates and respective officers, directors, agents and employees (collectively "Socma Indemnitees") from and against and in respect of any and

-----  
all loss, damage, Liability, cost and expense, including reasonable attorneys' fees and amounts paid in settlement (collectively, the "Socma Indemnified

-----  
Losses") suffered or incurred by any one or more of the Indemnitees by reason

-----  
of, or arising out of:

(i) any misrepresentation, breach of warranty or breach or nonfulfillment of any agreement of Equifax contained in this Agreement or in any certificate, schedule, instrument or document delivered to the Socma Group by or on behalf of Equifax pursuant to the provisions of this Agreement;

(ii) any and all Actions, suits, proceedings, claims, demands, assessments, judgments, fees and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid any Actions, suits, proceedings, claims, demands, assessments, judgments, fees and expenses or to oppose the imposition of any Actions, suits, proceedings, claims, demands, assessments, judgments, fees and expenses, or in enforcing this Agreement, including without limitation the provisions of this Article 10.

10.3 No Contribution by Unnisa. Unnisa will not have any Liability to any member of the Socma Group as a result of any misrepresentation or breach of representation or warranty relating to Unnisa contained in this Agreement or any certificate, schedule, instrument, agreement or other writing delivered by or on behalf of, or in respect of, any member of the Socma Group pursuant to this Agreement or in connection with the transactions contemplated by this Agreement.

10.4. Payment. Subject to the provisions of Paragraph 10.5 below, (i) after a final, non-appealable judgment has been rendered or a settlement has been reached in respect of a third party claim or Action, or (ii) in the case of a claim for Indemnified Losses arising other than pursuant to a third party claim or Action, after the award of the Arbitral Body has been issued or a settlement has been reached, Indemnitor shall reimburse the Indemnitees within 30 days of written demand on the Indemnitor for any amounts to which Indemnitees are entitled to indemnification pursuant to this Article 10.

10.5. Defense of Claims.

(a) Except as provided in Paragraph 10.5(b), if any Action by a third party arises after the date of this Agreement for which Indemnitor may be liable under the terms of this Agreement, then the Indemnitees will notify Indemnitor(s) in accordance with the provisions of this Article 10, and will give Indemnitor(s) a reasonable opportunity:

(i) to conduct any proceedings or negotiations in connection with the Action and necessary or appropriate to defend the Indemnitees;

(ii) to take all other required steps or proceedings to settle or defend any Action; and

(iii) to employ counsel reasonably acceptable to Indemnitees to contest any Action in the name of the Indemnitees or otherwise.

The expenses of all proceedings, contests or lawsuits with respect to the Actions will be borne by Indemnitor(s).

(b) If Indemnitor(s) do(es) not assume the defense of, or if after so assuming the Indemnitors fail to defend, any Action, then the Indemnitees may defend against any claim or Action in the manner they may deem appropriate and the Indemnitees may settle any claim or Action on the terms they deem appropriate, and Indemnitor(s) will promptly reimburse the Indemnitees for the amount of all expenses, legal and otherwise, reasonably and necessarily incurred by the Indemnitees in connection with the defense against and settlement of any claim or Action. If no settlement of any claim or Action is made, Indemnitor(s) will satisfy any judgment rendered with respect to any claim or in any Action, before the Indemnitees are

required to do so, and pay all expenses, legal or otherwise, reasonably and necessarily incurred by the Indemnitees in the defense of any claim or Action.

(c) If a judgment is rendered against any of the Indemnitees in any Action covered by the indemnification under this Agreement, or any Lien in respect of any judgment attaches to any of the assets of any of the Indemnitees or Unnisa, Indemnitor(s) will immediately upon any entry or attachment pay the relevant judgment in full or discharge the relevant Lien unless, at the expense and direction of Indemnitor(s), an appeal is taken under which the execution of the judgment or satisfaction of the Lien is stayed. If and when a final judgment is rendered in any action, Indemnitor(s) will forthwith pay any judgment or discharge any Lien before any of the Indemnitees is compelled to do so.

(d) Any notice required to be given to Indemnitor(s) pursuant to Paragraph 10.5(a) shall be given no later than the latter of: (i) the end of the first half of the term within which an answer or other response to the Action is required to be made (the "Answer Period") and (ii) two Business Days after

-----  
receipt by an Indemnitee of notice of the Action. Indemnitor(s) shall assume the defense of any Action, if at all, by notice to Indemnitees no later than the earlier of: (i) the end of the second third of the Answer Period and (ii) three Business Days prior to the date by which an answer or other response to the Action is required to be made. Indemnitor(s)' failure to notify Indemnitees within the specified time shall be conclusively deemed an election by Indemnitor(s) not to assume such defense. Any failure by Indemnitees to give the requisite notice within the time specified in this Paragraph 10.5(d) will not relieve Indemnitor(s) of the obligation to indemnify Indemnitees pursuant to this Article 10 except to the extent that the defense of any Action is materially prejudiced by the delay.

The Indemnitor(s) or the Indemnitees, as appropriate, shall have the right to participate in the defense of any Action related to an Indemnified Loss at their sole cost and expense and the cost and expense of that participation shall not be an Indemnified Loss. Notwithstanding anything contained in this Article 10 to the contrary, Indemnitor(s) may not settle any claim or Action, without the prior approval of Indemnitees, which approval shall not be unreasonably withheld, delayed or conditioned. For purposes of Paragraphs 10.4 and 10.5, "Indemnitor", "Indemnitee" and "Indemnified Losses" only, shall mean, as appropriate, "Indemnitor", "Indemnitee" and "Indemnified Losses" as defined in Paragraph 10.1, or "EFX Indemnitor", "Socma Indemnitees" and "Socma Indemnified Losses" as defined in Paragraph 10.2.

11. SURVIVAL.

11.1 Survival. The representations, warranties, covenants, agreements and indemnities of the Parties contained in this Agreement, or in any writing delivered pursuant to the provisions of this Agreement, will continue in full force and effect for the periods specified below (the "Survival Period"):

-----  
(a) representations and warranties relating to title and ownership of the Quotas, corporate authorization, organization, good standing and qualification; compliance with laws; fraud or willful misrepresentation, and completeness of disclosure, will survive indefinitely;

(b) representations and warranties relating to Taxes will survive until expiration of any applicable statute or period of limitations, and any extensions of the applicable statute or period of limitations; and

(c) all other representations, warranties, covenants, agreements and indemnities will be of no further force and effect after the expiration of three (3) years from the Closing Date;

Provided, however, that any claim for an Indemnified Loss presented in writing to the indemnifying party (together with any relevant supporting documentation) in accordance with the terms of this Agreement within the Survival Period will continue to be a valid claim until resolved.

12. TERMINATION.

12.1 Termination for Certain Causes.

This Agreement may be terminated at any time prior to or on the Closing Date by Equifax or by the Seller, upon written notice to the other as follows:

(a) By the Socma Group, if the terms, covenants or conditions of this  
-----

Agreement to be complied with or performed by Equifax at or before the Closing Date will not have been complied with or performed and any noncompliance or nonperformance will not have been waived by the Seller.

(b) By Equifax, if the terms, covenants or conditions of this  
-----

Agreement to be complied with or performed by any member of the Socma Group at or before the Closing Date will not have been complied with or performed and any noncompliance or nonperformance will not have been waived by Equifax.

(c) By the Socma Group or by Equifax, if any Action will have been  
-----

instituted or threatened against any party to this Agreement to restrain or prohibit, or to obtain substantial damages in respect of, this Agreement or the consummation of the transactions contemplated in this Agreement, which, in the reasonable and good faith opinion of any party, makes consummation of the transactions contemplated in this Agreement inadvisable.

12.2 Procedure on and Effect of Termination.

(a) Pursuant to Paragraph 12.1 of this Agreement, written notice of termination will be given to all other Parties by the Party electing to terminate, and this Agreement will terminate upon the giving of notice, without further action by any of the Parties, with the consequence and effect set forth in this Paragraph 12.2.

(b) If for any reason on the Closing Date there has been nonfulfillment of an undertaking by or covenant for Equifax or for Socma Group not waived in writing by or on behalf of the Party in whose favor the undertaking or covenant runs, the Party in whose favor the undertaking or covenant runs, in addition to any other right or remedy available to it for breach or non-performance of this Agreement, may refuse to consummate the transactions contemplated by this Agreement without Liability or obligation on its part whatsoever.



Kilpatrick Stockton LLP  
Suite 2800  
1100 Peachtree Street  
Atlanta, Georgia 30309-4530  
United States of America  
Attn.: Gregory K. Cinnamon

(b) Any Party may change the address to which notices, requests, demands or other communications to the relevant Party will be delivered or mailed by giving notice of the address change to the other Parties in the manner provided in this Agreement.

13.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

13.3 Entire Agreement. Except as expressly set forth to the contrary in this Paragraph 13.3, this Agreement supersedes all prior discussions and agreements between the Parties with respect to the purchase and sale of the Quotas as described herein and this Agreement contains the sole and entire agreement among the Parties with respect to the purchase and sale of the Quotas. This Agreement will not be altered or amended except by an instrument in writing signed by or on behalf of the Party entitled to the benefit of the provision against whom enforcement is sought.

13.4 Reaffirmation of Certain Provisions of the Quotaholders Agreement. Notwithstanding anything contained herein to the contrary, the parties hereby expressly agree that, while the Quotaholders Agreement, as modified by the Modification, will terminate in conjunction with the Transaction, pursuant to the terms contained in Article 8 thereof, the provisions of Articles 5, 6 and 7 and all related interpretive provisions thereof shall survive such termination and shall remain in full force and be binding on and enforceable against the parties thereto.

13.5 Governing Language. Notwithstanding the translation of this Agreement into any other language, the official language of this Agreement is the English language, which will be controlling. Each document, agreement, instrument, statement, notice or other communication required or permitted to be given in connection with this Agreement will be in the English language.

13.6 Dispute Resolution.

(a) Any and all disputes (each, a "Disputed Matter") arising out of

-----  
or in connection with the execution, interpretation, performance or nonperformance of this Agreement will be arbitrated and settled by the procedures established in this Paragraph 13.6.

(b) Disputed Matters will be solely and finally settled by arbitration, which will be conducted in New York, New York, U.S.A., by a panel of three arbitrators, one of whom shall be selected by Equifax, one of whom shall be selected by the Seller, and the third of who shall be selected by the arbitrators selected by Equifax and the Seller. The arbitration procedure may be initiated by any of the Parties by written notice to the other Party to the Disputed Matter. Any notice will specify in reasonable detail the dispute being submitted to

arbitration. The Parties renounce all recourse to litigation and agree that the award of the arbitrators will be final and subject to no judicial review.

(c) The arbitrators will conduct the proceedings, including arguments and briefs, in the English language and in accordance with the international rules (the "Rules") of the American Arbitration Association ("Arbitral Body");

provided that the provisions of this Agreement will prevail in the event of any conflict between the Rules and the provisions of this Agreement. The arbitrators will decide the issues submitted in accordance with the provisions and commercial purposes of this Agreement, provided that all substantive questions of law will be determined under the laws of Brazil (without regard to the principles of conflicts of laws of any relevant state and country). All decisions of the arbitrators will be in writing and submitted to the Parties, and will set forth findings of fact and conclusions of law.

(d) The Parties will facilitate the arbitration by: (i) making available to one another and to the arbitrators for examination, inspection and extraction all documents, books, records and personnel under their control if determined by the arbitrators to be relevant to the Disputed Matter; (ii) conducting arbitration hearings to the greatest extent possible on successive days; and (iii) observing strictly the time periods established by the Rules or by the arbitrators for submission of evidence or briefs.

(e) In the final award, the arbitrators will divide all costs, other than fees of counsel, incurred in conducting the arbitration, in any manner as the arbitrators deem just and equitable under the circumstances. Judgment on the award of the arbitrators may be entered into by any court having jurisdiction over the Party against whom enforcement of the award is being sought.

(f) Each Party agrees that any award of the arbitrators against it and on which judgment is entered may be executed against the assets of that Party in any jurisdiction, including Brazil, Argentina and the United States of America. By execution of this Agreement, each Party irrevocably consents to the jurisdiction of any court having jurisdiction over that Party for the purpose of enforcing any award. Each of the Parties irrevocably consents to the service of process by registered mail, postage prepaid, international express courier, or by personal service within or without Argentina, Brazil or the State of Georgia, the State of Florida or the State of New York, to the fullest extent permitted by applicable Law. Each of the Parties hereby irrevocably designates and appoints CSC Network, 375 Hudson Street, 11th Floor, New York, New York, as its respective designee, appointee and local agent to receive for and on behalf of that Person, service of process in such respective jurisdictions in any arbitration, legal action or proceeding.

(g) Each Party irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to any suit, Action or proceeding arising out of or relating to this Agreement that is brought in any jurisdiction designated in the preceding subparagraph, for the purposes of enforcing any award and further irrevocably waives any claim that any suit, Action or proceeding so brought has been brought in an inconvenient forum.

(h) Notwithstanding any provision of this Paragraph 13.6 to the contrary, any Party will be entitled to seek injunctive and other equitable relief in any court of competent jurisdiction to enforce the provisions of this Agreement.

13.7 Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, executors, legal representatives, successors and assigns, but may not be assigned by any Party without the written consent of all other Parties, except to an Affiliate. The parties further agree that Unnisa shall be regarded as a third-party beneficiary to this Agreement and the Quotaholders Agreement, as modified by the Modification, for all purposes hereunder and thereunder.

13.8 Partial Invalidity and Severability. All rights and restrictions contained in this Agreement may be exercised and will be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary to render this Agreement legal, valid and enforceable. If any term of this Agreement, or part of this Agreement, not essential to the commercial purpose of this Agreement will be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the Parties that the remaining terms of this Agreement, or part of this Agreement, will constitute their agreement with respect to the subject matter of this Agreement and all remaining terms, or parts of this Agreement, will remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement will be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision.

13.9 Waiver. Any term or condition of this Agreement may be waived at any time by the Party which is entitled to the benefit of the term, but only if the waiver is evidenced by a writing signed by the relevant Party. No failure on the part of any Party to this Agreement to exercise, and no delay in exercising any right, power or remedy created under this Agreement, will operate as a waiver thereof, nor will any single or partial exercise of any right, power or remedy by any Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver by any Party to this Agreement or any breach of or default in any term or condition of this Agreement will constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition of this Agreement.

13.10 Headings. The headings of particular provisions of this Agreement are inserted for convenience only and will not be construed as a part of this Agreement or serve as a limitation or expansion on the scope of any term or provision of this Agreement.

13.11 Number and Gender. Where the context requires, the use of the singular form in this Agreement will include the plural, the use of the plural will include the singular, and the use of any gender will include any and all genders.

13.12 Time of Performance. Time is of the essence.

13.13 Waiver of Dividends. Each member of the Socma Group waives and relinquishes their respective rights to receive dividends or other distributions, if any, in respect of Unnisa for all periods either before or after the date hereof, whether or not declared, and each covenants and agrees to execute and deliver such other documents as may be necessary or convenient under Brazilian law to evidence the same.



14. CERTAIN DEFINITIONS; INDEX OF DEFINITIONS

14.1 Certain Definitions. For purposes of this Agreement, the following capitalized terms will have the meanings specified below (all terms used in this Agreement which are not defined in this Paragraph 14.1 but defined elsewhere in this Agreement, will have for purposes of this Agreement the meanings set forth elsewhere in this Agreement):

"Action" will mean any action, suit, complaint, counter-claim,  
-----

claim, petition, set-off or administrative proceeding, whether at law, in equity or otherwise, and whether conducted by or before any Government or other Person.

"Affiliate" of any Person will mean any other Person, at any  
-----

time, directly or indirectly controlling, controlled by, or under direct or indirect common control with the former Person. A Person will be deemed to control another Person if that Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, by contract or otherwise.

"Article" and "paragraph" and like references are to this  
-----

Agreement unless otherwise specified, and all "Exhibits" are references to those attached to this Agreement and incorporated in this Agreement by this reference, unless otherwise specified.

"Brazil" will mean the Federative Republic of Brazil.  
-----

"Business Day" will mean any day other than a Saturday, a Sunday  
-----

or a day on which commercial banks in any of Atlanta, Georgia, United States of America, St. Petersburg, Florida, United States of America, Buenos Aires, Argentina, or Sao Paulo, Brazil, are required or authorized to be closed.

"Contract" will mean all written agreements, commitments and  
-----

arrangements to which Unnisa is a party or under which Unnisa has any rights or obligations.

"Designee" will mean any Affiliate of Equifax that is an entity  
-----

formed under and subject to the laws of Brazil.

"Forum" will mean any national, provincial, municipal, local or  
-----

foreign court, governmental agency, administrative body or agency, tribunal, private alternative dispute resolution system, or arbitration panel.

"Government" will mean any national, provincial, state,  
-----

municipal, local or foreign government or any ministry, department, commission, board, bureau, agency, authority, instrumentality, unit, or taxing authority thereof.

"Knowledge" will mean the actual knowledge of the relevant Person  
-----

without any obligation of inquiry.

"Law" will mean all national, provincial, state, municipal, local  
-----

or foreign constitutions, statutes, rules, regulations, ordinances, acts, codes, legislation, treaties, conventions and similar laws and legal requirements, as in effect from time to time.

"Liability" will mean any liability or obligation whether known  
-----

or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated and whether due or to become due.

"Lien" will mean any claim, mortgage, pledge, hypothecation,  
-----

security interest, encumbrance, lien or charge of any kind, or any rights of others, however evidenced or created (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, or any lease having a similar effect or result).

"Orders" will mean all orders, writs, judgments, decrees, rulings  
-----

and awards of any Forum or Government.

"Parties" will mean the signatories to this Agreement, and a  
-----

"Party" will mean any one of them.

"Person" will mean and include an individual, a partnership, a  
-----

joint venture, a corporation, a trust, an unincorporated organization, any legal or juridical entity, the equivalent of any of the foregoing under any Law, and any Government.

"Proprietary Rights" will mean (i) all patents, patent  
-----

applications and registrations, trademarks, trademark applications and registrations, copyright applications and registrations, trade names and industrial designs, service marks and service mark applications, Brazilian or foreign, owned or used by Unnisa in or otherwise relating to the operation of their respective businesses, (ii) all trade secrets, know-how, inventions and other intellectual property, owned or used by Unnisa relating to the operation of their respective businesses; and (iii) all computer systems and application software, including without limitation, all documentation relating to the computer systems and application software, and the latest revisions of all related object and source codes therefor, owned or used by Unnisa, in or otherwise relating to the operation of their respective businesses.

"R\$ or "Brazilian reais" will mean the lawful currency of Brazil.  
-----

"Relevant Records" will mean, collectively, (i) the written  
-----

records of Unnisa, (ii) any writings prepared by Equifax or its Affiliates and relating to Unnisa, and (iii) any writings prepared by or received by either Socma Americana S.A. or its Affiliates or Andrade Gutierrez S.A. or its affiliates relating to Unnisa and delivered to either Unnisa or Equifax or its Affiliates. For the avoidance of doubt, writings prepared by an officer or director of any Relevant Person shall be a writing of such Person.

"Representative" of a Party will mean that Party's directors,  
-----

officers, partners, employees, agents, accountants and lawyers.

"Taxes" will mean any taxes, levies, imposts, duties, fees,  
-----

assessments, deductions, withholdings or other charges of whatever nature, including without limitation income, gross receipts, excise, property, sales, transfer, license, payroll, withholding, social security, and franchise taxes, imposed or levied by Brazil, or any state, local or foreign Government, or by any department, agency or other political subdivision or taxing authority thereof or therein and all interests, penalties, additions to tax, and other similar liabilities with respect to the Taxes and relating to any period on or prior to the Closing Date.

14.2 Index to Definitions. The definitions for the following defined terms used in this Agreement can be found as follows:

Defined Term -----	Paragraph or Reference -----
Acquisition Price	1.1
Answer Period	10.5
Arbitral Body	13.6
Closing	3.1
Closing Date	3.1
Disputed Matter	13.6
EFX	Preamble
EFX Indemnitors	10.2
Equifax	Preamble
Holdings	Preamble
Indemnified Losses	10.1
Indemnitees	10.1
Indemnitor	10.1
Modification	Preamble
Quotaholders Agreement	Preamble
Quotas	Preamble
Related Parties	5.12
Rules	13.6
Sanwer	Preamble
Seller	Preamble
Socma	Preamble
Socma Group	Preamble
Socma Indemnitors	10.2
Socma Indemnified Losses	10.2
SFH	2.1
Survival Period	11.1
Transaction	Preamble
Unnisa	Preamble
Unnisa Quotas	5.3

IN WITNESS WHEREOF, the Parties have executed this Agreement on May 24, 2001, in the City and State of Sao Paulo, Brazil.

EQUIFAX PAYMENT SERVICES, INC.

By: /s/ Walter M. Korchun  
-----  
Name: Walter M. Korchun

EQUIFAX DO BRASIL HOLDINGS LTDA.

By: Luiz Frederico Vila Buosi  
-----  
Name: Luiz Frederico Vila Buosi  
-----

SOCMA AMERICANA S.A.

By: /s/ Antonio J. Solsona  
-----  
Name: Antonio J. Solsona  
-----

By: /s/ Miguel Solsa  
-----  
Name: Miguel Solsa  
-----

SIDECO BRASIL S.A.

By: /s/ Paula de Tanso Olveira Guimarues  
-----  
Name: Paula de Tanso Olverira Guimarues  
-----

By: /s/ Manuel Bota Lima Jr.  
-----  
Name: Manuel Bota Lima Jr.  
-----

UNNISA-SOLUCOES EM MEIOS DE PAGAMENTO LTDA.

By: /s/ Luis Acosta Acosta  
-----  
Name: Luis Acosta Acosta  
-----

By: /s/ Claudio Luis Naletto  
-----  
Name: Claudio Luis Naletto  
-----

WITNESSES

1. /s/ Darcy Teixeira Jr.  
-----  
Name: Darcy Teixeira Jr.  
RG:

2. /s/ Allan Kardec de Melo Ferreira  
-----  
Name: Allan Kardec de Melo Ferreira  
RG: