

FORM 10-K
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

[X] Annual Report pursuant to Section 13 or 15(d) of the Securities
Exchange Act of 1934 for the fiscal year ended 12-31-97 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 1-6605

EQUIFAX INC.

(Exact name of Registrant as specified in its Charter)

GEORGIA

58-0401110

(State of other jurisdiction of
incorporation or organization)

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

1600 Peachtree St., N.W., Atlanta, GA

30309

(Address of principal executive offices)

(Zip Code)

(Registrant's telephone number, including area code) (404) 885-8000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
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Common Stock
(\$1.25 Par Value)

New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

(Title of class)

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 PAST 90 DAYS. YES [X] NO []

INDICATE BY CHECK MARK IF DISCLOSURE OF DELINQUENT FILERS PURSUANT TO ITEM 405 OF REGULATION S-K (SECTION 229.405 OF THIS CHAPTER) IS NOT CONTAINED HEREIN, AND WILL NOT BE CONTAINED, TO THE BEST OF REGISTRANT'S KNOWLEDGE, IN DEFINITIVE PROXY OR INFORMATION STATEMENTS INCORPORATED BY REFERENCE IN PART III OF THIS FORM 10-K OR ANY AMENDMENT TO THIS FORM 10-K. [X]

AGGREGATE MARKET VALUE OF THE VOTING STOCK HELD BY NON-AFFILIATES OF THE REGISTRANT, COMPUTED BY REFERENCE TO THE CLOSING SALES PRICE ON THE NEW YORK STOCK EXCHANGE ON MARCH 20, 1998: \$5,433,254,437.

INDICATE THE NUMBER OF SHARES OUTSTANDING OF EACH OF THE REGISTRANT'S CLASSES OF COMMON STOCK, AS OF THE LATEST PRACTICABLE DATE.

Class	Outstanding at March 20, 1998
COMMON STOCK, \$1.25 PAR VALUE	147,858,905

DOCUMENTS INCORPORATED BY REFERENCE

THE PROXY STATEMENT FOR THE ANNUAL MEETING OF SHAREHOLDERS TO BE HELD ON APRIL 29, 1998, IS INCORPORATED BY REFERENCE, TO THE EXTENT INDICATED UNDER ITEMS 10, 11, 12, AND 13, INTO PART III OF THIS FORM 10-K.

PART I

ITEM 1. BUSINESS

Equifax Inc. is a holding company which conducts its business operations through subsidiary companies. The Company's business areas are divided into separate

groups and are conducted on a "profit center" basis with self-contained functional integrity, although Equifax Inc. continues to supply centralized overall financial, legal, public relations, tax and similar services.

The Company was founded as a credit reporting agency under the name "Retail Credit Company" in Atlanta, Georgia, in 1899. Over the next several years, the Company established itself in the area of investigation of applicants for insurance. The business grew, and by 1920, the Company had numerous branch offices throughout the United States and Canada. Since that time, the Company has continued to expand on its domestic and international basis and diversify by means of internal development and strategic acquisitions. In late 1975, the Company changed its name from "Retail Credit Company" to "Equifax Inc." In mid-1997, the Company divested its insurance services operations which was accomplished through the spinoff of a subsidiary company to shareholders. The specific products and services presently offered by the Company are described below under the respective Company segment headings.

Since January 1993, the Company has had an open market share repurchase program. During 1997, the Company repurchased 4,143,000 shares at a cost of \$129.1 million.

In February 1997, the Company acquired two companies, HLS Financial Group and Foothills Collection Services, risk management companies offering collections services to the healthcare industry.

In March 1997, the Company acquired the remaining fifty percent interest in DICOM S.A., a provider of consumer and commercial information in Chile.

The Company sold its National Decision Systems business unit (part of the North American Information Services segment) in the second quarter of 1997.

In August 1997, the Company spun off of its Insurance Services segment to shareholders.

Through a joint venture with Asociacion Nacional de Entidades de Financiacion (ASNEF), the Company in July 1997 acquired Group Incesa S.A., a Spanish commercial information services company.

In November 1997, the Company entered into a joint venture with Transaction Technologies Limited, to provide credit card processing services to commercial banks in India. The Company owns fifty percent in this new venture.

In December 1997, the Company contracted to purchase an additional 1/3 of Organizacion Veraz S.A., increasing the Company's ownership interest to 66 2/3%. This transaction was completed in February 1998. Veraz is the largest provider of financial information in Argentina.

Also, in December 1997, the Company acquired Goldleaf Technologies, Inc., an electronic banking software company located in Hahira, Georgia.

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The Company also acquired sixteen credit bureaus during 1997.

Reference is made to acquisitions and investments in unconsolidated affiliates reported in Note 4 and industry segment information reported in Note 14 of the Notes to Consolidated Financial Statements, included as Exhibit 13.3 in Part IV, Item 14 of this report, which are hereby incorporated by reference.

A description of the Company's products or services by industry segment follows:

North American Information Services Segment
- - - - -

This segment includes Equifax Credit Information Services, Inc. and its wholly-owned subsidiaries Credit Northwest Corporation; Market Knowledge, Incorporated; Equifax-Rochester, Inc.; Acrofax Inc.; Equifax Canada Inc. and its wholly-owned subsidiaries Equifax Canada (AFX) Inc. and Telecredit Canada, Inc.

The Company's principal classes of service for this segment are informational services for consumer credit reporting purposes and risk management services. Customers include banks, financial institutions, retailers, utilities and telecommunications companies, petroleum companies, travel and entertainment card companies, auto finance and leasing firms, automobile dealers and rental companies, hotels and motels, educational institutions, mortgage lenders, hospitals and healthcare administrative companies. Informational services for consumer credit reporting purposes accounted for 40% of the Company's 1997 total revenue, as compared with 41% in 1996 and 41% in 1995. Risk management services accounted for 10% of the Company's 1997 total revenue, as compared with 10% in 1996 and 9% in 1995.

Businesses in this segment primarily furnish consumer credit reporting information and decision support and credit management services designed to meet specific customer needs. These services include consumer credit reporting

information, credit marketing services, risk management, locate services, fraud detection and prevention services and mortgage loan origination information. Distribution of information to customers is made primarily through electronic data interfaces.

In the U.S., the Company's consumer credit services operations, including non-owned affiliate bureaus, compete with two similar automated credit reporting companies -- Experian Corporation and Trans Union Corporation.

In Canada, financial services include consumer and business credit information, risk management and check warranty services. Equifax Canada Inc. is the leading provider of both consumer and commercial credit information.

Payment Services Segment

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This segment includes Equifax Payment Services, Inc. and its wholly-owned subsidiaries Equifax Check Services, Inc.; Equifax Card Services, Inc.; Equifax Card Services (Madison), Inc.; Credit Union Card Services, Inc.; Light Signatures, Inc.; Financial Insurance Marketing Group, Inc.; First Bankcard Systems, Inc.; Equifax India Private Ltd.; Equifax Mauritius Private Limited; and Technicob, S.A.

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The Company's principal classes of service for this segment are card services and check services. Card Services include bank and debit card transaction processing; cardholder support; marketing services; portfolio management and analysis; facilities management; merchant processing; credit marketing; and risk management. This class of service accounted for 21% of the Company's 1997 total operating revenue, as compared with 16% in 1996 and 13% in 1995. Check services, which includes check warranty and verification services; check management systems; on-line point of sale credit prescreening; customer service; risk consulting; data exchanges; point-of-sale credit and marketing solutions; and retail collections. Check Services accounted for 11% of the Company's 1997 total operating revenue, as compared with 12% in 1996 and 13% in 1995. First Bankcard Systems offers software services for card issuing, merchant processing and collections processing. Card Services customers include banks, credit unions and savings institutions. Card software product customers are diverse and include some of the world's largest financial institutions. Check Services customers include national and regional retail chains, hotels and motels, automobile dealers and rental car companies and other retailers.

Companies in this segment are leading providers of their products and services in the United States although competition is considerable.

Business in this segment is seasonal to some extent. The volume of check payment services and credit and debit card processing is highest during the holiday shopping season and during other periods of increased consumer spending.

Equifax Europe Segment

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This segment includes Equifax Europe (U.K.) Ltd.; Equifax Europe Ltd., UAPT-Infolink plc; The Infocheck Group Ltd.; Transax plc.; Precision Marketing Information Ltd. (49% owned); The Equifax Database Company Ltd.; Transax Australia plc and Transax SNC. Also included in this segment are ASNEF-Equifax, Servicios de Informacion de Credito, S.L. (49% owned).

The Company's principal class of service is providing consumer and commercial information and consumer marketing lists in the United Kingdom.

The businesses in this segment primarily provide consumer and commercial credit services, but also provide other financial services, including credit application processing, credit scoring, check warranty and payment services, auto lien and other information, marketing services, modeling, and analytic and risk management services.

Customers include banks, financial institutions, retailers, automobile manufacturers, utilities and telecommunications companies, auto finance and leasing firms, automobile dealers and rental companies and mortgage lenders. Throughout the United Kingdom, Equifax also supports small- and medium-size businesses operating in a variety of diverse markets. Consumers are supported by direct services from Equifax in Europe.

Equifax Europe has operations in the United Kingdom, Spain, Portugal, Ireland, France, Australia and New Zealand. In the United Kingdom, Equifax has the largest share of the consumer and business credit information market, while Transax is the check warranty market share leader.

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Latin America Segment

This segment includes Equifax South America, Inc.; Equifax de Chile, S.A.; Equifax de Mexico Sociedad de Informacion Crediticia, S.A.; Credinformacoes, Informacoes de Credito, LDA; DICOM S.A.; and Organizacion Veraz S.A. (66 2/3%).

This segment is comprised of two main companies: DICOM in Chile and Veraz in Argentina. The principal class of service for this segment is consumer and commercial credit information services. In addition to consumer credit services, DICOM provides import/export data, legal trademark, stock market and other consumer information while Veraz provides consumer and commercial credit information. Customers include retailers, banks, utilities, telecommunications companies, manufacturers and individual consumers.

Veraz is the leading consumer and commercial credit information provider in Argentina, while DICOM is the leading provider in Chile. Equifax Latin America also has operations in Peru, Colombia, El Salvador and Mexico.

Other Segment

This segment includes High Integrity Systems, Inc. and health information services, which was divested in the fourth quarter of 1996.

The Company's single class of service for this segment is lottery services. In 1996, the Company subcontracted many of its lottery obligations to GTECH Corporation, and as a result, these operations are not material to a general understanding of the Company's business. The Company is no longer in the lottery business. Reference is made to Note 6 of the Notes to Consolidated Financial Statements, included in Part II, Item 3 of this report, for a more detailed discussion.

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The principal methods of competition for the Company are price, scope, speed and ease of service and quality of the information furnished.

None of the Company's segments is dependent on any single customer, and the Company's largest customer provides less than 10% of the Company's total revenues.

The Company had approximately 10,000 employees, as of December 31, 1997.

ITEM 2. PROPERTIES

The Company is in a service industry and does not own any mines, extractive properties or manufacturing plants. Consequently, an understanding of the Company's property holdings is not deemed to be material to an understanding to the Company's business taken as a whole.

The Company owns a total of two office buildings, one of which is located in Wexford, Ireland and one in Salisbury, England. The Company owns approximately 46 acres in Windward Office Park located in Alpharetta, Georgia adjacent to office space currently under lease by the Company.

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The Company ordinarily leases office space of the general commercial type for conducting its business and is obligated under approximately 211 leases and other rental arrangements for its headquarters and field locations. The Company's operating leases involve principally office space and office equipment. Rental expense relating to these leases was \$36,243,000 in 1995, \$39,443,000 in 1996 and \$38,779,000 in 1997.

In the fourth quarter of 1997, the Company announced its intention to relocate to a new headquarters building to be constructed in Atlanta, Georgia. The Company will occupy the entire building which will be leased through a "synthetic lease" with financing provided by SunTrust Bank, Atlanta. Construction is to begin Spring 1998 with completion scheduled for early Fall 1999. The Company plans to relocate in the Fall of 1999 for the 100th anniversary of its founding. The Company will continue to lease a portion of its current headquarters building after relocation which will be occupied by field staff relocated from various other locations.

Future minimum payment obligations for noncancelable operating leases exceeding one year are as follows as of December 31, 1997:

<TABLE>
<CAPTION>

(In thousands)	Amount
-----	-----
<S>	<C>

1998	\$ 25,927
1999	23,353
2000	20,674
2001	18,402
2002	15,213
Thereafter	132,789

	\$236,358
	=====

</TABLE>

ITEM 3. LEGAL PROCEEDINGS

Reference is made to Note 11 of the Notes to Consolidated Financial Statements, included in Part IV, Item 14 of this report, which is hereby incorporated by reference.

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EXECUTIVE OFFICERS OF THE REGISTRANT

The Company's executive officers, as of March 20, 1998, are listed below, with certain information relating to each of them:

<TABLE>
<CAPTION>

Name and Position With Company	Age	Executive Officer Since
-----	---	-----
<S>	<C>	<C>
Thomas F. Chapman, President and Chief Executive Officer*	54	1991
James J. Allhusen, Executive Vice President & Group Executive	49	1998
Lee A. Kennedy, Executive Vice President & Group Executive	47	1997
John T. Chandler, Corporate Vice President	50	1995
C. Richard Crutchfield, Corporate Vice President and Chief Technology Officer	47	1997
Philip J. Mazzilli, Corporate Vice President, Treasurer & Controller	57	1995
David A. Post, Corporate Vice President & Chief Financial Officer	45	1996
Bruce S. Richards, Corporate Vice President & General Counsel	43	1996
Marietta Edmunds Zakas, Corporate Vice President and Secretary	39	1995

*Also serves as a Director

</TABLE>

There are no family relationships among the officers of the Company, nor are there any arrangements or understandings between any of the officers and any other persons pursuant to which they were selected as officers. The Board of Directors may elect an officer or officers at any meeting of the Board. Each elected officer is selected to serve until their successors have been elected and duly qualified subject to earlier termination in accordance with the By-laws. Election of officers occurs each year at the Board of Directors meeting held in conjunction with the Annual Meeting of the Shareholders.

Mr. Chapman, elected in January 1998, serves as President and Chief Executive Officer of the Company. Prior to this election, Mr. Chapman served as President and Chief Operating Officer of the Company. Before that, he was Executive Vice President and Group Executive of the Company's former Financial Services Group. He has served as an officer of the Company for at least five years.

Mr. Allhusen, elected in January 1998, serves as Executive Vice President and Group Executive of the Company. Prior to this election, Mr. Allhusen served as Executive Vice President of Advanta Corporation, a bankcard issuer, since 1995. Before that, he served as General Manager with Standard Chartered Bank in Hong Kong from 1990 until 1995.

Mr. Kennedy, elected in October 1997, serves as Executive Vice President and Group Executive of the Company. Prior to this election, Mr. Kennedy served as Group Executive of the Company's Payment Services Group since 1995. From 1990 to 1995, he served as Senior Vice President and General Manager of the Company's Card Services Division.

Mr. Chandler, elected in October 1995, serves as Corporate Vice President of the Company. Prior to this election, Mr. Chandler served as Vice President-Compensation and Benefits Administration upon joining the Company in 1991.

Mr. Crutchfield, elected in October 1997, serves as Corporate Vice President and Chief Technology Officer of the Company. Prior to this election, Mr. Crutchfield served as Senior Vice President and Chief Information Officer since April 1997. Previously, he served as Chief Technology Officer for the Company's Financial Services Group for more than five years.

Mr. Mazzilli, elected in October 1996, serves as Corporate Vice President, Treasurer and Controller of the Company. Prior to this election, Mr. Mazzilli served as Corporate Vice President and Controller since October 1995. Before that, he served as Vice President and Controller of the Company since 1992.

Mr. Post, elected in October 1996, serves as Corporate Vice President and Chief Financial Officer of the Company. Prior to this election, Mr. Post served as Senior Vice President and Group Chief Financial Officer of the Company's Financial Services Group since joining the Company in February 1992.

Mr. Richards, elected in October 1996, serves as Corporate Vice President and General Counsel of the Company. Prior to this election, Mr. Richards served as Senior Vice President and Group Counsel of the Company's Financial Services Group since 1991.

Ms. Zakas, elected in October 1996, serves as Corporate Vice President and Secretary of the Company. Prior to this election, Ms. Zakas served as Corporate Vice President and Treasurer for the period January 1996 through October 1996 and as Corporate Vice President-Investor Relations for the period October 1995 through January 1996. Prior to that, she served as Vice President and Director of Investor Relations of the Company since September 1993. Prior to that, she served at Holiday Inn Worldwide as Director-Strategic Planning and Analysis from 1992-1993 and as Director-Project Finance from 1991-1992. Before that, she was a Vice President in the Capital Market Services Group of Morgan Stanley and Co.

PART II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY AND RELATED

 STOCKHOLDER MATTERS

The Company's common stock is listed and traded on the New York Stock Exchange, which is the principal market on which the stock is traded.

DIVIDENDS PER SHARE

<TABLE>
 <CAPTION>

Quarter	1991	1992	1993	1994	1995	1996	1997
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
First	\$0.065	\$0.065	\$0.070	\$0.070	\$0.078	\$0.083	\$0.083
Second	0.065	0.065	0.070	0.078	0.078	0.083	0.088
Third	0.065	0.065	0.070	0.078	0.078	0.083	0.088
Fourth	0.065	0.065	0.070	0.078	0.083	0.083	0.088
Annual	\$0.260	\$0.260	\$0.280	\$0.303	\$0.315	\$0.330	\$0.345

</TABLE>

STOCK PRICES

<TABLE>
 <CAPTION>

(In Dollars)	1993		1994		1995		1996		1997	
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
	High	Low	High	Low	High	Low	High	Low	High	Low
First Quarter	10.016	8.563	12.250	9.797	15.219	11.297	20.141	15.891	30.094	23.938
Second Quarter	9.391	7.781	13.594	10.344	15.656	13.703	24.844	17.563	33.281	23.719
Third Quarter	11.688	8.844	13.531	11.969	18.844	14.594	24.500	21.594	33.000	27.750
Fourth Quarter	12.250	10.234	13.813	10.734	19.469	16.109	30.875	23.719	36.438	28.625
Year	12.250	7.781	13.813	9.797	19.469	11.297	30.875	15.891	36.438	23.719

</TABLE>

As of March 20, 1998, there were approximately 11,851 holders of record of the Company's common stock.

In October 1997, the Company, relying on Section 4(2) of the '33 Securities Act, issued 266,374 shares of unregistered common stock, as partial consideration for the purchase of Goldleaf Technologies, Inc. A registration statement on Form S-3 covering these shares was filed with the Securities and Exchange Commission on December 22, 1997, and became effective December 30, 1997 (File No. 333-42955).

ITEM 6. SELECTED FINANCIAL DATA

Reference is made to Exhibit 13.1, included in Part IV, Item 14 of this report, which is hereby incorporated by reference.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL

CONDITION AND RESULTS OF OPERATION

Reference is made to Exhibit 13.2, included in Part IV, Item 14 of this report, which is hereby incorporated by reference.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Reference is made to Exhibit 13.3, included in Part IV, Item 14 of this report, which is hereby incorporated by reference.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON

ACCOUNTING AND FINANCIAL DISCLOSURE

None.

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PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on April 29, 1998, contains, on pages 2 through 5 thereof, information relating to the Company's Directors and persons nominated to become Directors, which is incorporated hereby by reference.

ITEM 11. EXECUTIVE COMPENSATION

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on April 29, 1998, contains, on pages 13 through 17 thereof, information relating to Executive Officer compensation, which is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS

AND MANAGEMENT

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on April 29, 1998, contains on page 8 information relating to security ownership of certain beneficial owners and management, which is incorporated herein by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on April 29, 1998, contains, on pages 9 and 10 thereof, information relating to certain relationships and related transactions, which is incorporated herein by reference.

PART IV.

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS

ON FORM 8-K

The following documents are filed as part of this report:

(A)1. FINANCIAL STATEMENTS

- . Consolidated Balance Sheets - December 31, 1997 and 1996
- . Consolidated Statements of Income for the Years Ended December 31, 1997, 1996 and 1995

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- . Consolidated Statements of Shareholders' Equity for the Years Ended December 31, 1997, 1996 and 1995
- . Consolidated Statements of Cash Flows for the Years Ended December 31, 1997, 1996 and 1995
- . Notes to Consolidated Financial Statements

(A)2. FINANCIAL STATEMENT SCHEDULES

All schedules have been omitted because they are not applicable or the required information is included in the consolidated financial statements or notes thereto.

(A)3. EXHIBITS

A list of exhibits included as part of this Annual Report is set forth in the Exhibit Index appearing elsewhere herein and is incorporated herein by reference.

- . Compensation of Directors - The Company's by-laws, which are filed as an exhibit to this Form 10-K Annual Report, describe on page 7 thereof, under Article Two, "Compensation of Directors," the fees paid to Directors of the Company. This information is hereby incorporated by reference.
- . Life Insurance - Messrs. C. B. Rogers, Jr. owns a personal life insurance policy in the face amount of \$1,000,000. The Company pays the annual premiums on these policies.

Copies of the Company's Form 10-K which are furnished pursuant to the written request of the Company's shareholders do not include the exhibits listed above. Any shareholder desiring copies of one or more such exhibits should write the Secretary of the Company at P.O. Box 4081, Atlanta, Georgia 30302, specifying the exhibit or exhibits and enclosing a check for the amount resulting from multiplying \$.50 times the number of pages (as indicated above) of the exhibit(s) requested.

(b) Reports on Form 8-K

The Company did not file any reports on Form 8-K during the fourth quarter of the year ended December 31, 1997.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

EQUIFAX INC.

Date March 31, 1998 By /s/ Marietta Edmunds Zakas

Marietta Edmunds Zakas,
Corporate Vice President
and Secretary

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Date March 31, 1998 /s/ C.B. Rogers, Jr.

C. B. Rogers, Jr., Chairman of the Board

Date March 31, 1998 /s/ Thomas F. Chapman

Thomas F. Chapman, President and
Chief Executive Officer

Date March 31, 1998 /s/ Philip J. Mazzilli

Philip J. Mazzilli, Corporate Vice
President, Treasurer and Controller
(Principal Accounting Officer)

Date March 31, 1998 /s/ Lee A. Ault

Lee A. Ault, III, Director

Date March 16, 1998 /s/ John L. Clendenin

John L. Clendenin, Director

Date March 31, 1998 /s/ A. W. Dahlberg

A. W. Dahlberg, Director

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Date March 16, 1998 /s/ Robert P. Forrestal

Robert P. Forrestal, Director

Date March 31, 1998 /s/ L. Phillip Humann

L. Phillip Humann, Director

Date March 31, 1998 /s/ Daniel W. McGlaughlin

Daniel W. McGlaughlin, Director

Date March 31, 1998 /s/ Larry L. Prince

Larry L. Prince, Director

Date March 31, 1998 /s/ D. Raymond Riddle

D. Raymond Riddle, Director

Date March 31, 1998 /s/ Dr. Betty L. Siegel

Dr. Betty L. Siegel, Director

Date March 31, 1998 /s/ Dr. Louis W. Sullivan

Dr. Louis W. Sullivan, Director

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INDEX TO EXHIBITS

EXHIBIT
NUMBER

Plan of Acquisition, Reorganization, Arrangement, Liquidation or

Succession

2.1 Distribution Agreement, Plan of Reorganization and Distribution (24
pages) (8)

Articles of Incorporation and By-laws

3.1 . Amended and Restated Articles of Incorporation (3 pages) (6)

3.2 . By-Laws (23 pages) (7)

Instruments Defining the Rights of Security Holders, Including

Indentures

- 4.1 . Loan Agreement (151 pages)
- 4.2 . Portion of Prospectus and Trust Indenture (134 pages) (1)
- 4.3 . Rights Agreement, dated October 25, 1995, between Equifax Inc. and SunTrust Bank, Atlanta with Form of Right Certificate attached as Exhibit "A" (54 pages) (4)
- 4.4 . Shelf Registration Statement Prospectus (22 pages) (9)
- 4.5 . Form of Indenture to be entered into relating to Debt Securities covered by Shelf Registration Statement (98 pages) (10)

Material Contracts and Compensation Plans

- 10.1 . Equifax Inc. 1988 Performance Share Plan for Officers, as amended (13 pages) (11)
- 10.2 . Equifax Inc. 1997 Incentive Compensation Plan (6 pages) (11)
- 10.3 . Deferred Compensation Plan (22 pages) (5) (11)
- 10.4 . Change in Control Agreement (11 pages) (11)
- 10.5 . Consulting Agreement, dated January 1, 1996 (6 pages) (5) (11)
- 10.6 . Executive Agreement, dated December 8, 1997 (6 pages) (11)
- 10.7 . Executive Agreement, dated January 22, 1998 (3 pages) (11)
- 10.8 . Equifax Inc. Omnibus Stock Incentive Plan, as amended (17 pages) (11)
- 10.9 . Form of 1998 Incentive and Non-Qualified Stock Option Agreements (9 pages) (11)
- 10.10 . Form of 1998 Restricted Stock Option Agreement (3 pages) (11)
- 10.11 . Form of 1996 Incentive and Non-Qualified Stock Option Agreements (8 pages) (7) (11)
- 10.12 . Form of 1996 Restricted Stock Award Agreement (3 pages) (7) (11)
- 10.13 . Form of 1995 Incentive and Non-Qualified Stock Option Agreements (8 pages) (3) (11)
- 10.14 . Form of 1995 Non-Qualified Stock Option Agreement (4 pages) (3) (11)
- 10.15 . Form of 1995 Restricted Stock Award Agreement (3 pages) (3) (11)
- 10.16 . Form of 1994 Incentive and Non-Qualified Stock Option Agreements (8 pages) (2) (11)
- 10.17 . Form of 1994 Restricted Stock Award Agreement (4 pages) (2) (11)
- 10.18 . Equifax Inc. Non-Employee Director Stock Option Plan and Agreement (10 pages) (3) (11)
- 10.19 . Equifax Inc. Supplemental Executive Retirement Plan (24 pages) (3) (11)
- 10.20 . Equifax Inc. Supplemental Executive Retirement Plan Amendments (26 pages) (2) (11)
- 10.21 . Equifax Inc. Supplemental Executive Retirement Plan Amendment (2 pages) (7) (11)
- 10.22 . Equifax Inc. Severance Pay Plan for Salaried Employees (1 pages) (11)
- 10.23 . Agreement For Computerized Credit Reporting Services (204 pages) (2)
- 10.24 . Amendments to Agreement for Computerized Credit Reporting Services and related documents (66 page) (7)
- 10.25 . Amendment to Agreement for Computerized Credit Reporting Services (8 pages) (1)

- 10.26 . Amendment to Agreement for Computerized Credit Reporting Services
(9 pages) (2)
- 10.27 . Amendment to Agreement for Computerized Credit Reporting Services
(14 pages) (3)
- 10.28 . Computer and network operations agreement (redacted version) (31
pages) (2)
- 10.29 . Purchase and Lease Agreement (109 pages) (2)
- 10.30 . Headquarters Facility Lease (77 pages) (2)
- 10.31 . Lease Agreement (71 pages) (2)
- 10.32 . Lease Agreement (76 pages)

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Annual Report to Security Holders

- 13.1 . Summary of Selected Financial Data (1 page)
- 13.2 . Management's Discussion and Analysis of Financial Condition and
Results of Operation (8 pages)
- 13.3 . Financial Statements and Supplementary Data (19 pages)
- 21 Subsidiaries of the Registrant (6 pages)

- 23 Consent of Independent Public Accountants to incorporation by

reference (1 page)

- 27 Financial Data Schedule (for SEC use only)

/(1)/ Previously filed as pages 8 through 16 and Exhibit 4.1 on Amendment No. 1 to Form S-3, Registration Statement No. 33-62820, filed June 17, 1993, and hereby incorporated by reference.

/(2)/ Previously filed as an exhibit on Form 10-K, filed March 31, 1994, as amended on Form 10-K/A, filed October 14, 1994, and hereby incorporated by reference.

/(3)/ Previously filed as an exhibit on Form 10-K, filed March 30, 1995, and hereby incorporated by reference.

/(4)/ Previously filed as exhibits on form 8-A, filed November 2, 1995, and hereby incorporated by reference.

/(5)/ Previously filed as an exhibit on Form 10-K, filed April 1, 1996, as amended on Form 10-K/A, filed April 4, 1996, and hereby incorporated by reference.

/(6)/ Previously filed as an exhibit on Schedule 14A, filed, March 26, 1996, and hereby incorporated by reference.

/(7)/ Previously filed as an exhibit on Schedule 14A, filed March 31, 1997, and hereby incorporated by reference.

/(8)/ Previously filed as an exhibit to Pre-effective Amendment No. 1 to ChoicePoint Inc. Registration Statement on Form S-1, Registration No. 333-30297, filed July 16, 1997, and hereby incorporated by reference.

/(9)/ Previously filed as pages 1 through 22 to the Company's Registration Statement on Form S-3, Registration No. 333-47599, filed March 9, 1998, and hereby incorporated by reference.

/(10)/ Previously filed as Exhibit 4.6 to the Company's Registration Statement on Form S-3, Registration Statement No. 333-47599, filed March 9, 1998, and hereby incorporated by reference.

/(11)/ Management Contract or Compensatory Plan.

-15-

\$750,000,000

CREDIT AGREEMENT

dated as of

November 21, 1997

among

EQUIFAX INC.,

And Certain Wholly Owned Subsidiaries of Equifax Inc.,

The Banks Listed Herein

and

WACHOVIA BANK, N.A.,
as Agent

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CREDIT AGREEMENT

THIS CREDIT AGREEMENT dated as of November 21, 1997, among EQUIFAX INC., its Wholly Owned Subsidiaries which become a party hereto from time to time, the BANKS listed on the signature pages hereof and WACHOVIA BANK, N.A., as Agent.

The parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. The terms as defined in this Section 1.01

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:

"Accounts Management Assets and Liabilities" has the meaning set forth in the CSC Agreement.

"Acquisition" means any acquisition of the stock in or a significant part of the assets of any Person, other than acquisition of supplies and raw materials in the ordinary course of business.

"Adjusted IBOR Rate" has the meaning set forth in Section 2.06(e).

"Adjusted London Interbank Offered Rate" has the meaning set forth in Section 2.06(c).

"Affected Bank" has the meaning set forth in Section 8.03(d).

"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.

"Agent" means Wachovia Bank, N.A., a national banking association organized under the laws of the United States of America, in its capacity as agent for the Banks hereunder, and its successors and permitted assigns in such capacity.

"Agent's Letter Agreement" means that certain letter agreement, dated as of October 14, 1997, between the Parent and the Agent relating to the structure of the Loans and certain fees from time to time payable by the Borrowers to the Agent, together with all amendments and supplements thereto.

"Agreement" means this Credit Agreement, together with all amendments and supplements hereto.

"Aggregate Commitments" means the sum of the Commitments of all of the Banks.

"Aggregate Outstanding Loans" means at any time the sum of (i) the outstanding principal amount of the Syndicated Dollar Loans, plus (ii) the

outstanding principal amount of the Dollar Money Market Loans, plus (iii) the

Dollar Equivalent of the outstanding principal amount of the Foreign Currency Loans, plus (iv) the outstanding principal amount of the Swing Loans.

"Applicable Margin" has the meaning set forth in Section 2.06(a).

"Assignee" has the meaning set forth in Section 9.08(c).

"Assignment and Acceptance" means an Assignment and Acceptance executed in accordance with Section 9.08(c) in the form attached hereto as Exhibit D.
- -----

"Authority" has the meaning set forth in Section 8.02.

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

"Bank" means each bank listed on the signature pages hereof as having a Commitment, and its successors and assigns.

"Base Rate" means for any Base Rate Loan for any day, the rate per annum equal to the higher as of such day of (i) the Prime Rate, or (ii) one-half of one percent above the Federal Funds Rate. For purposes of determining the Base Rate or the

Federal Funds Rate for any day, changes in the Prime Rate shall be effective on the date of each such change.

"Base Rate Loan" means a Loan to be made as a Base Rate Loan pursuant to the applicable Notice of Borrowing, Section 2.02(f), or Article VIII, as applicable.

"Borrower" or "Borrowers" means, individually and collectively, as the context shall require, (i) the Parent, (ii) the Parent's Wholly Owned Subsidiaries located in the United States of America which become Borrowers as provided in Section 2.14, and their respective successors and permitted assigns, and (iii) the Parent's Wholly Owned Subsidiaries located outside of the United States of America in jurisdictions listed in the Foreign Jurisdiction Letter which become Borrowers as provided in Section 2.14, and their respective successors and permitted assigns.

"Borrowing" means a borrowing hereunder consisting of Loans made to the applicable Borrower (i) at the same time by all of the Banks, in the case of a Syndicated Borrowing, or (ii) separately by Wachovia, in the case of a Swing Loan Borrowing, or (iii) separately by one or more Banks, in the case of a Money Market Borrowing, in each case pursuant to Article II. A Borrowing is a "Domestic Borrowing" if such Loans are Domestic Loans, or a "Euro-Dollar Borrowing" if such Loans are Euro-Dollar Loans. A Borrowing is a "Dollar Borrowing" if it is a Domestic Borrowing or a Euro-Dollar Borrowing. A Borrowing is a "Money Market Borrowing" if such Loans are either Dollar Money Market Loans or Foreign Currency Money Market Loans, or a "Syndicated Borrowing" if such Loans are Syndicated Loans. A Borrowing is a "Dollar Money Market Borrowing" if such Loans are Dollar Money Market Loans. A Borrowing is a "Foreign Currency Money Market Borrowing" if such Loans are Foreign Currency Money Market Loans. A Borrowing is a "Swing Loan Borrowing" if such Loans are Swing Loans.

"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 Parent'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.

"CERCLA" means the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. (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.

"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 Borrower, 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 Borrower or any Affiliate of the Borrower in accordance with the CSC Agreement which shall require the Borrower or any Affiliate of the Borrower 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 Borrower, any one or more Affiliates of the Borrower, or any combination the Borrower 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.

"Change of Law" has the meaning set forth in Section 8.02.

"Closing Certificate" has the meaning set forth in Section 3.01(e).

"Closing Date" means November 21, 1997.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor Federal tax code.

"Commitment" means, with respect to each Bank, the amount set forth opposite the name of such Bank on the signature pages hereof, as such amount may be reduced from time to time pursuant to Sections 2.08 and 2.09, or as set forth in any Assignment and Acceptance executed pursuant to Section 9.08(c).

"Compliance Certificate" has the meaning set forth in Section 5.01(c).

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

"Consolidated Funded Debt" means, with respect to the Parent 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 Leases), plus (iii) Current Maturities of Long-Term Debt, plus (iv) Short-Term Debt, plus (v) all Debt Guaranteed by the Parent or any of its Consolidated Subsidiaries (other than Debt of the Parent or any of its Consolidated Subsidiaries).

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

"Consolidated Net Income" means, for any period, the Net Income of the Parent and its Consolidated Subsidiaries determined on a consolidated basis, but excluding (i) extraordinary items and (ii) any equity interests of the Parent 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 Parent 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 Parent 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 Parent 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 Parent 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 Parent in its consolidated financial statements as of such date.

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

"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 Borrower, are treated as a single employer under Section 414 of the Code.

"Current Maturities of Long Term Debt" means all payments in respect of Long Term Debt (other than Debt under this 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 Leases), (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

Parent or the Consolidated Subsidiaries of the Parent Guaranteed by, respectively, the Parent or the Consolidated Subsidiaries of the Parent).

"Debt Rating" means, at any time, whichever is the higher of the rating of the Parent's senior unsecured, unenhanced debt by Moody's Investor Service or Standard and Poor's (provided, that in the event of a double or ----- greater split rating, the rating immediately below the highest rating shall apply), or if only one of them rates the Parent's senior unsecured, unenhanced debt, such rating.

"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 any Loan, on any day, the sum of 2% plus the then highest interest rate (including the Applicable Margin) which may be applicable to any Loans hereunder (irrespective of whether any such type of Loans are actually outstanding hereunder).

"Dollar Borrowing" has the meaning set forth in the definition of "Borrowing."

"Dollar Equivalent" means the Dollar equivalent of the amount of a Foreign Currency Loan, determined by the Agent on the basis of its spot rate for the purchase of the appropriate Foreign Currency with Dollars.

"Dollar Money Market Borrowing" has the meaning set forth in the definition of "Borrowing."

"Dollar Money Market Loans" means Money Market Loans made in Dollars.

"Dollar Money Market Notes" means the promissory notes of each of the Borrowers, substantially in the form of Exhibit A-2, evidencing the obligation ----- of the Borrowers to repay the Dollar Money Market Loans, together with all amendments, consolidations, modifications, renewals and supplements thereto.

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

"Domestic Borrowing" has the meaning set forth in the definition of "Borrowing."

"Domestic Business Day" means any day except a Saturday, Sunday or other day on which commercial banks in Georgia are authorized by law to close.

"Domestic Loans" means Base Rate Loans or Dollar Money Market Loans, or any or all of them, as the context shall require.

"Environmental Authority" means any foreign, federal, state, local or regional government that exercises any form of jurisdiction or authority under any Environmental Requirement.

"Environmental Authorizations" means all licenses, permits, orders, approvals, notices, registrations or other legal prerequisites for conducting the business of the Parent or any Consolidated Subsidiary required by any Environmental Requirement.

"Environmental Judgments and Orders" means all judgments, decrees or orders arising from or in any way associated with any Environmental Requirements, 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 Requirement, whether or not incorporated in a judgment, decree or order.

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

"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 Requirement, 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 Requirement or any investigations concerning any violation of any Environmental Requirement.

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

"Environmental Releases" means releases as defined in CERCLA or under any applicable state or local environmental law or regulation.

"Environmental Requirements" means any legal requirement relating to public health, safety or the environment and applicable to the Parent, any Consolidated Subsidiary or the Properties, including but not limited to any such requirement under CERCLA or similar state legislation and all federal, state and local laws, ordinances, regulations, orders, writs, decrees and common law.

"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.

"Euro-Dollar Borrowing" has the meaning set forth in the definition of "Borrowing."

"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 Loan" means a Loan to be made as a Euro-Dollar Loan pursuant to the applicable Notice of Borrowing.

"Euro-Dollar Reserve Percentage" has the meaning set forth in Section 2.06(c).

"Event of Default" has the meaning set forth in Section 6.01.

"Federal Funds Rate" means, for any day, the rate per annum (rounded upward, if necessary, to the next higher 1/100th of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Domestic Business Day next succeeding such day, provided that (i) if the day for which such rate is to be determined is not a Domestic Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Domestic Business Day as so published on the next succeeding Domestic Business Day, and (ii) if such rate is not so published for any day, the Federal Funds Rate for such day shall be the average rate charged to the Agent on such day on such transactions, as determined by the Agent.

"Fiscal Quarter" means any fiscal quarter of the Parent.

"Fiscal Year" means any fiscal year of the Parent.

"Fixed Rate Borrowing" means each Borrowing other than a Base Rate Borrowing.

"Fixed Rate Loans" means each Loan other than a Base Rate Loan.

"Foreign Currencies" means, individually and collectively, as the context requires, the lawful currency of each of the following countries, provided that such currencies are not deemed unavailable to a Bank as a result of any of the circumstances relevant to such Bank as set forth in Sections 8.01, 8.02 or 8.03: (i) Canada, Italy, Japan, Republic of France, Republic of Germany, United Kingdom, Switzerland, Netherlands, Norway, Australia, and Spain; and (ii) at the option of all of the Banks, any other currency which is freely transferable and convertible into Dollars; and (iii) at the option of any Bank upon acceptance of a request for a Foreign Currency Money Market

Borrowing, any currency which is freely transferable and convertible into Dollars; provided, however, that no such currency under clause (ii) or (iii) of

this paragraph shall be included as a Foreign Currency hereunder, or included in a Notice of Borrowing, unless (x) a Borrower has first submitted a request to the Agent and the Banks that it be so included, and (y) the Agent and all of the Banks, in their sole discretion, have agreed to such request.

"Foreign Currency Borrowing" has the meaning set forth in the definition of "Borrowing."

"Foreign Currency Business Day" means any Domestic Business Day, excluding one on which trading is not carried on by and between banks in deposits of the applicable Foreign Currency in the applicable interbank market for such Foreign Currency.

"Foreign Currency Loans" means Syndicated Foreign Currency Loans and Foreign Currency Money Market Loans.

"Foreign Currency Money Market Borrowing" has the meaning set forth in the definition of "Borrowing."

"Foreign Currency Money Market Loan" means a Money Market Loan made in a Foreign Currency.

"Foreign Currency Money Market Notes" means the promissory notes of each of the Borrowers, substantially in the form of Exhibit A-3, evidencing the

obligation of the Borrowers to repay the Foreign Currency Money Market Loans, together with all amendments, consolidations, modifications, renewals and supplements thereto.

"Foreign Jurisdiction Letter" means that certain letter from the Parent to the Agent dated as of November 6, 1997, setting forth the jurisdictions from which Borrowers located outside of the United States of America may request Borrowings.

"GAAP" means generally accepted accounting principles applied on a basis consistent with those which, in accordance with Section 1.02, are to be used in making the calculations for purposes of determining compliance with the terms of this Agreement.

"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

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or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"Hazardous Materials" includes, without limitation, (a) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, 42 U.S.C. (S) 6901 et seq. and its implementing regulations and amendments, or in any applicable state or local law or regulation, (b) "hazardous substance", "pollutant", or "contaminant" as defined in CERCLA, or in any applicable state or local law or regulation, (c) gasoline, or any other petroleum product or by-product, including, crude oil or any fraction thereof (d) toxic substances, as defined in the Toxic Substances Control Act of 1976, or in any applicable state or local law or regulation or (e) 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.

"IBOR" has the meaning set forth in Section 2.06(e).

"Interest Coverage Ratio" means, for any period of determination, the ratio of the Parent'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.

"Interest Period" means: (1) with respect to each Euro-Dollar Borrowing and Syndicated Foreign Currency Borrowing, subject to paragraph (c) below, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the first, second, third or sixth month thereafter, as the Borrower may elect in the applicable Notice of Borrowing; provided that:

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(a) any Interest Period which would otherwise end on a day which is not a Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be, shall be extended to the next succeeding Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be, unless such

Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be, falls in another calendar month, in which case such Interest Period shall, subject to paragraph (c) below end on the next preceding Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be;

(b) any Interest Period which begins on the last Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be, of a calendar month (or on a day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall end on the last Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be, of the appropriate subsequent calendar month; and

(c) no Interest Period may be selected which begins before the Termination Date and would otherwise end after the Termination Date.

(2) with respect to each Base Rate Borrowing, the period commencing on the date

of such Borrowing and ending 30 days thereafter; provided that:

(a) any Interest Period which would otherwise end on a day which is not a Domestic Business Day shall be extended to the next succeeding Domestic Business Day; and

(b) no Interest Period which begins before the Termination Date and would otherwise end after the Termination Date may be selected.

(3) with respect to each Dollar Money Market Borrowing, the period commencing on the date of such Borrowing and ending on the Stated Maturity Date or such other date or dates as may be specified in the applicable Money Market Quote; provided

that:

(a) any Interest Period (subject to clause (b) below) which would otherwise end on a day which is not a Domestic Business Day shall be extended to the next succeeding Domestic Business Day; and

(b) no Interest Period may be selected which begins before the Termination Date and would otherwise end after the Termination Date.

(4) with respect to each Foreign Currency Money Market Borrowing, the period commencing on the date of such Borrowing and ending on the Stated Maturity Date or such other date or dates as may be specified in the applicable Money Market Quote; provided that:

(a) any Interest Period (subject to clause (b) below) which would otherwise end on a day which is not a Foreign Currency Business Day shall be extended to the next succeeding Foreign Currency Business Day; and

(b) no Interest Period may be selected which begins before the Termination Date and would otherwise end after the Termination Date.

(5) with respect to each Swing Loan Borrowing bearing interest at the Wachovia Alternative Rate, the period commencing on the date of such Borrowing and ending on the fifth Domestic Business Day thereafter; provided that:

(a) any Interest Period (subject to clause (b) below) which would otherwise end on a day which is not a Domestic Business Day shall be extended to the next succeeding Domestic Business Day; and

(b) no Interest Period may be selected which begins before the Termination Date and would otherwise end after the Termination Date.

"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 Parent and the Subsidiaries as approved by the Board of Directors of the Parent or an authorized executive committee thereof and in effect on the Closing Date, a copy of which has been furnished to the Banks, as modified from time to time with the approval of the Board of Directors of the Parent or an authorized executive committee with notification to the Banks.

"Lending Office" means, as to each Bank, its office located at its address set forth on the signature pages hereof (or identified on the signature pages hereof as its Lending Office) or such other office or an affiliate of such Bank as such Bank may hereafter designate as its Lending Office by notice to the Parent and the Agent. Each Bank may designate a Lending Office for Syndicated Dollar Loans and Dollar Money Market Loans and a different Lending Office for Foreign Currency Loans, and the term "Lending Office" shall in such case mean either such Lending Office, as the context shall require.

"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 Leases). For the purposes of this Agreement, the Borrower 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" means a Base Rate Loan, Euro-Dollar Loan, Money Market Loan,

Dollar Money Market Loan, Foreign Currency Money Market Loan, Domestic Loan, Swing Loan, Syndicated Loan, Syndicated Dollar Loan or a Syndicated Foreign Currency Loan, and "Loans" means Base Rate Loans, Euro-Dollar Loans, Money Market Loans, Dollar Money Market Loans, Foreign Currency Money Market Loan, Domestic Loans, Swing Loans, Syndicated Loans, Syndicated Dollar Loans or a Syndicated Foreign Currency Loans, or any or all of them, as the context requires.

"Loan Documents" means this Agreement, the Notes, the Parent Guaranty any other document evidencing, relating to or securing the Loans, and any other document or instrument delivered from time to time in connection with this Agreement, the Notes, the Parent Guaranty or the Loans, as such documents and instruments may be amended or supplemented from time to time.

"London Interbank Offered Rate" has the meaning set forth in Section 2.06(c).

"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 Parent or any Consolidated Subsidiary be extended such that it matures) more than one year after such date.

"Margin Stock" means "margin stock" as defined in Regulations G, 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 upon, any of (a) the financial condition, operations, business, properties or prospects of the Parent and its Consolidated Subsidiaries taken as a whole, (b) the rights and remedies of the Agent or the Banks under the Loan Documents, or the ability of each of the Parent and its Consolidated Subsidiaries taken as a whole to perform its obligations under the Loan Documents to which it is a party, as applicable (including, without limitation, any repudiation by the Parent of the Parent Guaranty), or (c) the legality, validity or enforceability of any Loan Document.

"Money Market Borrowing" has the meaning set forth in the definition of "Borrowing."

"Money Market Borrowing Date" has the meaning specified in Section 2.03.

"Money Market Loans" means Loans made pursuant to the terms and conditions set forth in Section 2.03.

"Money Market Quote" has the meaning specified in Section 2.03.

"Money Market Quote Request" has the meaning specified in Section 2.03(b).

"Money Market Rate" has the meaning specified in Section 2.03(c)(ii)(C).

"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.

"Non-U.K. Bank" has the meaning set forth in Section 2.12(d).

"Non-U.S. Bank" has the meaning set forth in Section 2.12(d).

"Notes" means the Syndicated Dollar Notes, the Syndicated Foreign Currency Notes, the Dollar Money Market Notes, the Foreign Currency Money Market Notes, the Swing Loan Note or any or all of them, as the context shall require.

"Notice of Borrowing" has the meaning set forth in Section 2.02(a).

"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.

"Parent" means Equifax Inc., a Georgia corporation, and its successors and permitted assigns.

"Parent Guaranty" means the Guaranty Agreement dated as of even date

herewith substantially in the form of Exhibit J, executed by Parent in favor of

the Agent, for the benefit of the Banks, unconditionally Guaranteeing the payment of all obligations of the other Borrowers hereunder, under the Notes and under the other Loan Documents executed by them.

"Participant" has the meaning set forth in Section 9.08(b).

"PBGC" means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

"Performance Pricing Determination Date" has the meaning set forth in Section 2.06(a).

"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 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.

"Prime Rate" refers to that interest rate so denominated and set by Wachovia from time to time as an interest rate basis for borrowings. The Prime Rate is but one of several interest rate bases used by Wachovia. Wachovia lends at interest rates above and below the Prime Rate.

"Principal Officer" means any of the Authorized Officers or the General Counsel of the Parent.

"Prior Credit Agreement" means that certain \$550,000,000 Credit Agreement by and among the Parent, Wachovia as agent, and the Banks party thereto, dated as of August 2, 1995.

"Properties" means all real property owned, leased or otherwise used or occupied by any Borrower or any Consolidated Subsidiary, wherever located.

"Redeemable Preferred Stock" of any Person means any preferred stock issued by such Person which is at any time prior to the Termination Date either (i) mandatorily redeemable (by sinking fund or similar payments or otherwise) or (ii) redeemable at the option of the holder thereof.

"Refunding Loan" means a new Syndicated Loan made on the day on which an outstanding Syndicated Loan is maturing or being converted to a Fixed Rate Borrowing, if and to the extent that the proceeds thereof are used entirely for the purpose of paying such maturing Loan or Loan being converted, excluding any difference between the amount of such maturing Loan or Loan being converted and any greater amount being borrowed on such day and actually either being made available to the Borrower pursuant to Section 2.02(c) or remitted to the Agent as provided in Section 2.12, in each case as contemplated in Section 2.02(d).

"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 G" means Regulation G 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.

"Required Banks" means at any time Banks having at least 51% of the Aggregate Commitments or, if the Commitments are no longer in effect, Banks holding at least 51% of the Aggregate Outstanding Loans.

"Restricted Investments" means Investments in joint ventures and in Subsidiaries of the Parent 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.

"Reuters Screen" means, when used in connection with any designated page and the London Interbank Offered Rate, the display page so designated on the Reuter Monitor Money Rates Service (or such other page as may replace that page on that service for the purpose of displaying rates comparable to the London Interbank Offered Rate).

"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.

"Spin Off" means the distribution to the Parent's shareholders of the Parent's Insurance Services Group, which distribution became effective on August 7, 1997.

"Stated Maturity Date" means, with respect to any Money Market Loan, the Stated Maturity Date therefor specified by the Bank in the applicable Money Market Quote.

"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 Parent.

"Swing Loan" means a Loan made by Wachovia to the applicable Borrower pursuant to Section 2.01(b) bearing interest at either the Base Rate (plus the Applicable Margin, if any) or the Wachovia Alternative Rate.

"Swing Loan Note" means the promissory note of each of the Borrowers, substantially in the form of Exhibit A-2, evidencing the obligation of the

Borrowers to repay the Swing

Loans, together with all amendments, consolidations, modifications, renewals, and supplements thereto.

"Syndicated Borrowing" has the meaning set forth in the definition of "Borrowing."

"Syndicated Dollar Borrowing" has the meaning set forth in the definition of "Borrowing."

"Syndicated Dollar Loans" means Loans made in Dollars by all of the Banks at the same time pursuant to Section 2.01(a), which may be either Base Rate Loans or Euro-Dollar Loans.

"Syndicated Dollar Notes" means promissory notes of each of the Borrowers, substantially in the form of Exhibit A-1, evidencing the obligation

of the Borrowers to repay the Syndicated Dollar Loans, together with all amendments, consolidations, modifications, renewals, and supplements thereto.

"Syndicated Foreign Currency Borrowing" has the meaning set forth in the definition of "Borrowing."

"Syndicated Foreign Currency Loans" means Foreign Currency Loans made in a Foreign Currency by all of the Banks at the same time pursuant to Section 2.01(a).

"Syndicated Foreign Currency Notes" means promissory notes of each of the Borrowers, substantially in the form of Exhibit A-4, evidencing the

obligation of the Borrowers to repay the Syndicated Foreign Currency Loans, together with all amendments, consolidations, modifications, renewals, and supplements thereto.

"Syndicated Loans" means Syndicated Dollar Loans or Syndicated Foreign Currency Loans, or either or both of them, as the context requires.

"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 Parent or any Consolidated Subsidiary owed under any Synthetic Lease.

"Taxes" has the meaning set forth in Section 2.12(c).

"Telerate" means, when used in connection with any designated page and IBOR, the display page so designated on the Dow Jones Telerate Service (or such

other page as may replace

that page on that service for the purpose of displaying rates comparable to IBOR).

"Termination Date" means November 21, 2002.

"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 Borrower's business and on a temporary basis.

"Transferee" has the meaning set forth in Section 9.08(d).

"U.K. Tax Form" has the meaning set forth in Section 2.12(d).

"Unused Commitment" means at any date, with respect to any Bank, an amount equal to its Commitment less the aggregate outstanding principal amount of its Syndicated Loans, excluding therefrom, however, with respect to Wachovia, the Swing Loan.

"Wachovia" means Wachovia Bank, N.A., a national banking association, and its successors.

"Wachovia Alternative Rate" means each interest rate per annum as may be agreed between the Borrower and Wachovia from time to time.

"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 Parent.

SECTION 1.02. Accounting Terms and Determinations. Unless otherwise

specified herein, all terms of an accounting character 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, applied on a basis consistent (except for changes concurred in by the Parent'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 Parent and its Consolidated Subsidiaries delivered to the Banks, unless with respect to any such change concurred in by the Parent's

independent public accountants or required by GAAP in determining compliance with any of the provisions of this Agreement or any of the other Loan Documents: (i) the Parent shall have objected to determining such compliance on such basis at the time of delivery of such financial statements, or (ii) the Required Banks 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 5.01 hereof, shall mean the financial statements referred to in Section 4.04).

SECTION 1.03. 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 1.04. 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 1.05. 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 3.01, 3.02 and 5.01, "knowledge" and "becomes aware" or words of similar meaning shall mean, with respect to the Parent, any Borrower or Subsidiary, that a Principal Officer (i) has actual knowledge of such matters, or (ii) from all the facts and circumstances actually known to him at the time in question he has reason to know such matters exist.

THE CREDITS

SECTION 2.01. Commitments to Lend. (a) Syndicated Loans. Each Bank

severally agrees, on the terms and conditions set forth herein, to make Syndicated Loans (which may be, at the option of any relevant Borrower and subject to the terms and conditions hereof, Syndicated Foreign Currency Loans or Syndicated Dollar Loans, and Syndicated Dollar Loans may be Base Rate Loans or Euro-Dollar Loans) to any of the Borrowers from

time to time before the Termination Date; provided that immediately after each such Loan is made:

(i) the sum of the aggregate principal amount of Syndicated Dollar Loans and the Dollar Equivalent of the aggregate principal amount of Syndicated Foreign Currency Loans by such Bank to all Borrowers does not exceed the amount of its Commitment, and

(ii) the aggregate outstanding principal amount of all Syndicated Dollar Loans, Swing Loans, Dollar Money Market Loans, the Dollar Equivalent of Syndicated Foreign Currency Loans, and the Dollar Equivalent of Foreign Currency Money Market Loans does not exceed the aggregate amount of the Commitments of all of the Banks.

Subject to the foregoing, and subject to the provisions of Section 2.11(c), the Borrowers are permitted, subject to the terms and conditions hereof, to obtain Loans up to the full aggregate amount of the Unused Commitments of the Banks. The Dollar Equivalent of each Foreign Currency Loan on the date such Foreign Currency Loan is disbursed is to be deemed to be the amount of such Foreign Currency Loan outstanding for the purpose of calculating the unutilized portion of the Commitments on the date of such disbursement. Each Fixed Rate Borrowing under this Section is required to be in an aggregate principal amount of \$5,000,000 (or the Dollar Equivalent thereof in any Foreign Currency) or, with respect to Syndicated Dollar Loans only, any larger multiple of \$500,000 (except that any such Borrowing may be in the aggregate amount of the Unused Commitments) and is required to be made from the several Banks ratably in proportion to their respective Commitments. Each Base Rate Borrowing under this Section is required to be in an aggregate principal amount of \$5,000,000 or any larger multiple of \$1,000,000 (except that any such Borrowing may be in the aggregate amount of the Unused Commitments) and is required to be made from the several Banks ratably in proportion to their respective Commitments. Within the foregoing limits, the Borrowers may, through the Parent, borrow under this Section, and each such Borrower may repay or, to the extent permitted by Section 2.10, prepay Syndicated Loans and reborrow under this Section at any time before the Termination Date.

(b) Swing Loans. In addition to the foregoing, Wachovia will from time to

time, upon the request of the Parent, if the applicable conditions precedent in Article III have been satisfied, make Swing Loans to any Borrower, in an aggregate principal amount at any time outstanding not exceeding \$30,000,000; provided that, immediately after such Swing Loan is made, the conditions set

forth in clause (ii) of Section 2.01(a) must be satisfied. Each Swing Loan Borrowing under this Section

2.01(b) must be in an aggregate principal amount of \$500,000 or any larger multiple of \$100,000. Within the foregoing limits, the Borrower may borrow under this Section 2.01(b), prepay and reborrow under this Section 2.01(b) at any time before the Termination Date. All Swing Loans must bear interest at the Base Rate (plus the Applicable Margin, if any) or at the Wachovia Alternative Rate. At any time, upon the request of Wachovia, each Bank other than Wachovia is required to, on the third Domestic Business Day after such request is made, purchase a participating interest in the outstanding Swing Loans in an amount equal to its ratable share (based upon its respective Commitment) of such Swing Loans. On such third Domestic Business Day, each Bank must immediately transfer to Wachovia, in immediately available funds, the amount of its participation. Whenever, at any time after Wachovia has received from any such Bank its participating interest in a Swing Loan, the Agent receives any payment on account thereof, the Agent will distribute to such Bank its participating interest in such amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Bank's participating interest was outstanding and funded); provided, however, that in the event that

such payment received by the Agent is required to be returned, such Bank will return to the Agent any portion thereof previously distributed by the Agent to it. Each Bank's obligation to purchase such participating interests is absolute and unconditional and is not affected by any circumstance, including, without limitation: (i) any set-off, counterclaim, recoupment, defense or other right which such Bank or any other Person may have against Wachovia requesting such purchase or any other Person for any reason whatsoever; (ii) the occurrence or continuance of a Default or an Event of Default or the termination of the Commitments; (iii) any adverse change in the condition (financial or otherwise)

of the Borrower, the Parent or any other Person; (iv) any breach of this Agreement by the Borrower or any other Bank; or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing. The Swing Loans of Wachovia are to be deemed to be usage of the Commitments for the purpose of calculating availability pursuant to Section 2.01(a)(ii), but will not reduce Wachovia's or any Bank's obligation to lend its pro rata share of the remaining Unused Commitment.

SECTION 2.02. Method of Borrowing. (a) The Parent shall give the

Agent notice (a "Notice of Borrowing"), which shall be substantially in the form of Exhibit E, prior to 10:30 A.M. (Atlanta, Georgia time) on the same Domestic

Business Day for Base Rate Borrowings and 9:30 A.M. (Atlanta, Georgia time) for Euro-Dollar Borrowings and Syndicated Foreign Currency Borrowings with at least 2 Euro-Dollar Business Days before each Euro-Dollar Borrowing and at least 3 Foreign Currency Business

Days before each Syndicated Foreign Currency Borrowing, specifying:

(i) the identity of the Borrower, the country from which such Borrower will make a Borrowing, and the date of such Syndicated Borrowing, which shall be a Domestic Business Day in the case of a Domestic Borrowing or a Euro-Dollar Business Day in the case of a Euro-Dollar Borrowing, or a Foreign Currency Business Day in the case of a Foreign Currency Borrowing;

(ii) the aggregate amount of such Syndicated Borrowing;

(iii) whether the Loans comprising such Borrowing are to be Syndicated Dollar Loans, Swing Loans or Syndicated Foreign Currency Loans, and (A) if such Loans are to be Syndicated Dollar Loans, whether they are to be Base Rate Loans or Euro-Dollar Loans, and (B) if such Loans are to be Syndicated Foreign Currency Loans, specifying the Foreign Currency; and

(iv) in the case of a Fixed Rate Borrowing, the duration of the Interest Period applicable thereto, subject to the provisions of the definition of Interest Period.

(b) Upon receipt of a Notice of Borrowing, the Agent shall promptly notify each Bank of the contents thereof and of such Bank's ratable share of such Borrowing (unless it is a Swing Loan Borrowing) and such Notice of Borrowing, once received by the Agent, shall not thereafter be revocable by the Parent or any Borrower.

(c) Not later than 11:00 A.M. (Atlanta, Georgia time) on the date of each Syndicated Borrowing denominated in Dollars, each Bank must (except as provided in paragraph (d) of this Section) make available its ratable share of such Borrowing, in Federal or other funds immediately available in Atlanta, Georgia, to the Agent at its address referred to in Section 9.01, or if such Borrowing is a Foreign Currency Borrowing, each Bank must (except as provided in paragraph (d) of this Section) make available its ratable share of such Borrowing, immediately available at such office or at a correspondent bank as the Agent has previously specified in a notice to each Bank, in such Foreign Currency and no later than such local time as is necessary for such funds to be received and transferred to the Borrower for same day value on the date of the Borrowing. Unless the Agent determines that any applicable condition specified in Article III has not been satisfied, the Agent will make the funds so received from the Banks available to the Borrower by no later than 4:00 P.M. (Atlanta, Georgia time) at the Agent's address referred to in Section 9.01, or such other address as the Agent and the Parent

agree, in each case in the type of funds received by the Agent from the Banks. Unless the Agent receives notice from a Bank, at the Agent's address referred to in or specified pursuant to Section 9.01, no later than 4:00 P.M. (local time at such address) on the Domestic Business Day before the date of a Borrowing stating that such Bank will not make a Loan in connection with such Borrowing, the Agent shall be entitled to assume that such Bank will make a Loan in connection with such Borrowing and, in reliance on such assumption, the Agent may (but shall not be obligated to) make available such Bank's ratable share of such Borrowing to the Borrower for the account of such Bank. If the Agent makes such Bank's ratable share available to the Borrower and such Bank does not in fact make its ratable share of such Borrowing available on such date, the Agent will be entitled to recover such Bank's ratable share from such Bank or the Borrower (and for such purpose will be entitled to charge such amount to any account of the Borrower maintained with the Agent), together with interest thereon for each day during the period from the date of such Borrowing until such sum will be paid in full at a rate per annum equal to the rate at which the Agent determines that it obtained (or could have obtained) overnight Federal funds to cover such amount for each such day during such period, provided that

any such payment by the Borrower of such Bank's ratable share and interest thereon will be without prejudice to any rights that the Borrower may have against such Bank. If the Agent does not exercise its option to advance funds for the account of such Bank, it will forthwith notify the Borrower of such decision. Unless Wachovia has received prior written notice of a Default,

Wachovia will make available to the Borrower at Wachovia's Lending Office the amount of any such Borrowing which is a Swing Loan Borrowing by no later than 4:00 P.M. (Atlanta, Georgia time).

(d) If any Bank makes a new Syndicated Loan hereunder on a day on which the Borrower is to repay all or any part of an outstanding Loan from such Bank, such Bank will apply the proceeds of its new Syndicated Loan to make such repayment as a Refunding Loan and only an amount equal to the difference (if any) between the amount being borrowed and the amount of such Refunding Loan shall be made available by such Bank to the Agent as provided in paragraph (c) of this Section, or remitted by the Borrower to the Agent as provided in Section 2.12 as the case may be; provided, however, that if the Loan which is to be repaid is a

Syndicated Foreign Currency Loan, the foregoing provisions shall apply only if the new Loan is to be made in the same Foreign Currency.

(e) Notwithstanding anything to the contrary contained in this Agreement, no Fixed Rate Borrowing may be made if there shall have occurred a Default or an Event of Default, which Default or Event of Default shall not have been cured or waived,

and in such case all Refunding Loans will be made as Base Rate Loans thereafter (but shall bear interest at the Default Rate, if applicable).

(f) In the event that a Notice of Borrowing fails to specify whether the Loans comprising such Borrowing are to be Base Rate Loans, Euro-Dollar Loans or Syndicated Foreign Currency Loans, or fails to include any other information required in connection therewith as set forth on the form of Notice of Borrowing, such Loans shall be made as Base Rate Loans. If the Borrower is otherwise entitled under this Agreement to repay any Loans maturing at the end of an Interest Period applicable thereto with the proceeds of a new Borrowing, and the Borrower fails to repay such Loans using its own moneys and fails to give a Notice of Borrowing in connection with such new Borrowing, a new Borrowing shall be deemed to be made on the date such Loans mature in an amount equal to the principal amount of the Loans so maturing, and the Loans comprising such new Borrowing shall be Base Rate Loans. In the event such maturing Loans are Syndicated Foreign Loans, the new Borrowing will be in the Dollar Equivalent of such maturing Loans.

(g) Notwithstanding anything to the contrary contained herein, there shall not be more than 9 interest rates (including the Applicable Margins) applicable to the Fixed Rate Loans at any given time.

SECTION 2.03. Money Market Loans. (a) In addition to making

Syndicated Borrowings or Swing Loan Borrowings, a Borrower may, through the Parent, as set forth in this Section 2.03, request the Banks to make offers to make Money Market Borrowings available to such Borrower, which may be Dollar Money Market Borrowings or Foreign Currency Money Market Borrowings. The Banks may, but shall have no obligation to, make such offers and the Borrower may, but shall have no obligation to, accept any such offers in the manner set forth in this Section 2.03, provided that:

(i) the number of interest rates applicable to Money Market Loans which may be outstanding at any given time is subject to the provisions of Section 2.02(g);

(ii) after giving effect to any Money Market Borrowings, the conditions set forth in clause (ii) of Section 2.01(a) are satisfied; and

(iii) the Money Market Loans of any Bank will be deemed to be usage of the Commitments for the purpose of calculating availability pursuant to Section 2.01(a)(ii) and 2.03(a)(ii), but will not reduce such Bank's obligation to lend its pro rata share of the remaining Unused Commitment.

(b) When a Borrower wishes to request offers to make Money Market Loans, the Parent (on behalf of such Borrower) shall give the Agent (which shall promptly notify the Banks) notice substantially in the form of Exhibit H hereto

(a "Money Market Quote Request") so as to be received no later than:

(i) 11:00 A.M. (Atlanta, Georgia time) at least 3 Domestic Business Days, with respect to Dollar Money Market Borrowings; and

(ii) 9:30 A.M. (Atlanta, Georgia time) at least 3 Foreign Currency Business Days with respect to Foreign Currency Money Market Loans;

prior to the date of the Money Market Borrowing proposed therein (or such other time and date as the Parent and the Agent, with the consent of the Required Banks, may agree), specifying:

(A) the identity of the Borrower, whether such Money Market Borrowing is to be a Dollar Money Market Borrowing or a Foreign Currency Money Market Borrowing, and if the latter, specifying the

Foreign Currency of such Foreign Currency Money Market Borrowing, together with the proposed date of such Money Market Borrowing, which shall be (x) with respect to a Dollar Money Market Borrowing, a Domestic Business Day and (y) with respect to a Foreign Currency Money Market Borrowing, a Foreign Currency Business Day (the "Money Market Borrowing Date");

(B) the maturity date (or dates) (each a "Stated Maturity Date") for repayment of each Money Market Loan to be made as part of such Money Market Borrowing (which Stated Maturity Date shall be that date occurring (x) with respect to a Dollar Money Market Borrowing, not less than 7 days but not greater than 180 days from the date of such Money Market Borrowing and (y) with respect to a Foreign Currency Money Market Borrowing, not less than 7 days but not greater than 60 days from the date of such Money Market Borrowing); provided that the -----
Stated Maturity Date for any Money Market Loan may not extend beyond the Termination Date (as in effect on the date of such Money Market Quote Request); and

(C) the aggregate amount of principal to be requested by the Borrower as a result of such Money Market Borrowing, which shall be at least (x) with respect to Dollar Money Market Loans, \$5,000,000 (and in larger integral multiples of \$1,000,000 and (y) with respect to Foreign Currency Money Market Loans, the Dollar Equivalent of \$5,000,000 (and in larger integral multiples of the Dollar Equivalent of \$1,000,000), but in each case shall not cause the limits specified in Section 2.03(a) to be violated.

The Parent (on behalf of such Borrower) may request offers to make Money Market Loans having up to 2 different Stated Maturity Dates in a single Money Market Quote Request; provided that the request for each separate Stated Maturity Date -----

shall be deemed to be a separate Money Market Quote Request for a separate Money Market Borrowing. Except as otherwise provided in the immediately preceding sentence, after the first Money Market Quote Request has been given hereunder, no Money Market Quote Request shall be given until at least 3 Domestic Business Days after the Agent has notified the applicable Banks pursuant to the first sentence of Section 2.03(e).

(c) (i) Each Bank may, but shall have no obligation to, submit a response containing an offer to make a Money Market Loan substantially in the form of Exhibit I hereto (a "Money Market Quote") in response to any Money Market Quote -----

Request; provided that, if the Borrower's request under Section 2.03(b) -----

specified more than 1 Stated Maturity Date, such Bank may, but shall have no obligation to, make a single submission containing a separate offer for each such Stated Maturity Date and each such separate offer shall be deemed to be a separate Money Market Quote. Each Money Market Quote must be submitted to the Agent not later than 9:30 A.M. (Atlanta, Georgia time) 2 Domestic Business Days prior to the Money Market Borrowing Date; provided that any Money Market Quote -----

submitted by Wachovia may be submitted, and may only be submitted, if Wachovia notifies the Borrower of the terms of the offer contained therein not later than 9:15 A.M. (Atlanta, Georgia time) 2 Domestic Business Days prior to the Money Market Borrowing Date (or 15 minutes prior to the time that the other Banks must have submitted their respective Money Market Quotes). Subject to Section 6.01, any Money Market Quote so made shall be irrevocable except with the written consent of the Agent given on the instructions of the Borrower.

(ii) Each Money Market Quote shall specify:

(A) the proposed Money Market Borrowing Date and the Stated Maturity Date therefor;

(B) the principal amounts of the Money Market Loan which the quoting Bank is willing to make for the applicable Money Market Quote, which principal amounts: (x) may be greater than or less than the Commitment of the quoting Bank; (y) shall be at least (A) with respect to a Dollar Money Market Borrowing, \$5,000,000 or a larger integral multiple of \$1,000,000, and (B)

with respect to a Foreign Currency Money Market Borrowing, the Dollar Equivalent of \$5,000,000 or a larger integral multiple of the Dollar Equivalent of \$1,000,000; and (z) may not exceed the principal amount of the Money Market Borrowing for which offers were requested;

(C) the rate of interest per annum (rounded upwards, if necessary, to the nearest 1/100th of 1%) offered for each such Money Market Loan (which in the case of a Foreign Currency Money Market Loan shall consist of a margin over the Adjusted IBOR Rate as determined by the Agent as set forth in Section 2.03(e) (which margin shall include any applicable withholding taxes), such rate being hereinafter referred to as the "Money

Market Rate"); and

(D) the identity of the quoting Bank.

Unless otherwise agreed by the Agent and the Borrower, no Money Market Quote shall contain qualifying, conditional or similar language or propose terms other than or in addition to those set forth in the applicable Money Market Quote Request (other than setting forth the maximum principal amounts of the Money Market Loan which the quoting Bank is willing to make for the applicable Interest Period) and, in particular, no Money Market Quote may be conditioned upon acceptance by the Borrower of all (or some specified minimum) of the principal amount of the Money Market Loan for which such Money Market Quote is being made.

(d) The Agent shall as promptly as practicable after the Money Market Quote is submitted (but in any event not later than 10:00 A.M. (Atlanta, Georgia time)) 2 Domestic Business Days prior to the Money Market Borrowing Date, notify the Parent (on behalf of such Borrower) of the terms (i) of any Money Market Quote submitted by a Bank that is in accordance with Section 2.03(c) and (ii) of any Money Market Quote that amends, modifies or is otherwise inconsistent with a previous Money Market Quote submitted by such Bank with respect to the same Money Market Quote Request. Any such subsequent Money Market Quote shall be disregarded by the Agent unless such subsequent Money Market Quote is submitted solely to correct a manifest error in such former Money Market Quote. The Agent's notice to the Parent shall specify (A) the principal amounts of the Money Market Borrowing for which offers have been received and (B) the respective principal amounts and Money Market Rates so offered by each Bank (identifying the Bank that made each Money Market Quote).

(e) Not later than 10:30 A.M. (Atlanta, Georgia time) 2 Domestic Business Days prior to the Money Market Borrowing Date,

the Parent (on behalf of such Borrower) shall notify the Agent of the Borrower's acceptance or nonacceptance of the offers so notified to it pursuant to Section 2.03(d) and the Agent shall promptly notify each affected Bank. In the case of acceptance, such notice shall specify the aggregate principal amount of offers (for each Stated Maturity Date) that are accepted and the Adjusted IBOR Rate determined by the Agent for the purposes thereof. The Parent (on behalf of such Borrower) may accept any Money Market Quote in whole or in part; provided that:

(i) the aggregate principal amount of each Money Market Borrowing may not exceed the applicable amount set forth in the related Money Market Quote Request;

(ii) the aggregate principal amount of each Money Market Loan comprising a Money Market Borrowing shall be at least (x) with respect to a Dollar Money Market Borrowing, 5,000,000 (and in larger multiples of \$1,000,000) and (y) with respect to a Foreign Currency Money Market Borrowing, the Dollar Equivalent of \$5,000,000 (and in larger multiples of the Dollar Equivalent of \$1,000,000), but in each case shall not cause the limits specified in Section 2.03(a) to be violated;

(iii) acceptance of offers may only be made in ascending order of Money Market Rates; and

(iv) the Parent (on behalf of such Borrower) may not accept any offer where the Agent has advised the Borrower that such offer fails to comply with Section 2.03(c) (ii) or otherwise fails to comply with the requirements of this Agreement (including without limitation, Section 2.03(a)).

If offers are made by 2 or more Banks with the same Money Market Rates for a greater aggregate principal amount than the amount in respect of which offers are accepted for the related Stated Maturity Date, the principal amount of Money Market Loans in respect of which such offers are accepted shall be allocated by the Parent (on behalf of such Borrower) among such Banks as nearly as possible in proportion to the aggregate principal amount of such offers. Determinations by the Parent (on behalf of such Borrower) of the amounts of Money Market Loans shall be conclusive in the absence of manifest error.

(f) Any Bank whose offer to make any Dollar Money Market Loan has been accepted shall, not later than 12:00 P.M. (Atlanta, Georgia time) on the Money Market Borrowing Date, make the appropriate amount of such Money Market Loan available to the Agent at its address referred to in Section 9.01 in immediately available funds. Any Bank whose offer to make any Foreign Money Market Loan has been accepted shall, not later than 12:00 P.M.

(Atlanta, Georgia time) on the Money Market Borrowing Date, make the appropriate amount of such Money Market Loan available to the Agent in immediately available funds at such office as the Agent has previously specified in a notice to each Bank, in such Foreign Currency and no later than such local time as is necessary for such funds to be received and transferred to the Borrower for same day value on the date of the Borrowing. The amount so received by the Agent shall, subject to the terms and conditions of this Agreement, be made available to the Borrower on such date by depositing the same, in immediately available funds, not later

than 4:00 P.M. (Atlanta, Georgia time), in an account of such Borrower maintained with Wachovia.

(g) After any Money Market Loan has been funded, the Agent shall notify the Banks of the aggregate principal amount of the Money Market Quotes received and the highest and lowest rates included in such Money Market Quotes.

SECTION 2.04. Notes. (a) The Loans of each Bank shall be evidenced by

a single Syndicated Dollar Note, a single Syndicated Foreign Currency Note, a single Dollar Money Market Note, and a single Foreign Currency Money Market Note executed and delivered by each Borrower, each payable to the order of such Bank for the account of its Lending Office in an amount equal to the original principal amount of such Bank's Commitment. The Swing Loans shall be evidenced by a single Swing Loan Note, payable to the order of Wachovia in the original principal amount of \$30,000,000.

(b) Upon receipt of each Bank's Notes pursuant to Section 3.01, the Agent shall deliver such Notes to such Bank. Each Bank (or Wachovia, with respect to the Swing Loan Note) shall record, and prior to any transfer of its Notes shall endorse on the schedule forming a part thereof appropriate notations to evidence the date, amount and maturity of, and effective interest rate for, each Loan made by it, the date and amount of each payment of principal made by the Borrower with respect thereto, whether such Loan is a Base Rate Loan, Euro-Dollar Loan or Foreign Currency Loan, and if a Foreign Currency Loan, a specification of the Foreign Currency, and such schedules of each Note shall constitute rebuttable presumptive evidence of the principal amounts owing and unpaid on such Bank's Note; provided that the failure of any Bank to make any

such recordation or endorsement shall not affect the obligation of any Borrower hereunder or under the Notes or the ability of any Bank to assign its Notes. Each Bank is hereby irrevocably authorized by each Borrower so to endorse its Notes and to attach to and make a part of any Note a continuation of any such schedule as and when required.

SECTION 2.05. Maturity of Loans. (a) Each Loan included in any

Borrowing shall mature, and the principal amount thereof shall be due and payable, on the last day of the Interest Period applicable to such Borrowing.

(b) Notwithstanding the foregoing, the outstanding principal amount of the Loans, if any, together with all accrued but unpaid interest thereon, if any, shall be due and payable on the Termination Date.

SECTION 2.06. Interest Rates. (a) "Applicable Margin" means:

(i) for the period commencing on the Closing Date to and including the first Performance Pricing Determination Date, (x) for any Base Rate Loan, 0%, and (y) for any Euro-Dollar Loan or Foreign Currency Loan, 0.155%; and

(ii) from and after each Performance Pricing Determination Date and until the next Performance Pricing Determination Date, (x) for any Base Rate Loan, 0%, and (y) for any Euro-Dollar Loan or Foreign Currency Loan, the percentage determined on such Performance Pricing Determination Date by reference to the table set forth below and the Debt Rating (or if there is no Debt Rating, the percentage set forth under Level VI):

<TABLE>
<CAPTION>

	Level I	Level II	Level III	Level IV	Level V	Level VI
	equal to or greater than	equal to or greater than	equal to or greater than	equal to or greater than	equal to or greater than	less than
Debt Rating	A/A2	A-/A3	BBB+/ Baa1	BBB/ Baa2	BBB-/ Baa3	BBB-/ Baa3

<S>	<C>	<C>	<C>	<C>	<C>	<C>
Adjusted London Interbank Offered Rate + / Adjusted IBOR Rate +	0.13%	0.155%	0.185%	0.215%	0.30%	0.425%

</TABLE>

In determining interest for the purposes of this Section 2.06 and fees for purposes of Section 2.07, the Parent and the Banks shall refer to the Debt Rating from time to time. For purposes hereof, "Performance Pricing Determination Date" shall mean each date on which the Debt Rating changes, provided that: (i) for Fixed Rate Loans, changes in interest shall only be

effective for Interest Periods commencing on or after the Performance Pricing

Determination Date; and (ii) no fees or interest shall be decreased pursuant to this Section 2.06 or Section 2.07 if a Default is in existence on the Performance Pricing Determination Date. All determinations hereunder shall be made by the Agent unless the Required Banks shall object to any

such determination. The Parent shall represent its current Debt Rating in each Notice of Borrowing and promptly notify the Agent of any change in the Debt Rating at any other time.

(b) Each Base Rate Loan shall bear interest on the outstanding principal amount thereof, for each day from the date such Loan is made until it becomes due, at a rate per annum equal to the Base Rate for such day plus the Applicable Margin. Such interest shall be payable for each Interest Period on the last day thereof. Any overdue principal of and, to the extent permitted by applicable law, overdue interest on any Base Rate Loan shall bear interest, payable on demand, for each day until paid at a rate per annum equal to the Default Rate.

(c) Each Euro-Dollar Loan shall bear interest on the outstanding principal amount thereof, for the Interest Period applicable thereto, at a rate per annum equal to the sum of the Applicable Margin plus the applicable Adjusted London Interbank Offered Rate for such Interest Period. Such interest shall be payable for each Interest Period on the last day thereof and, if such Interest Period is longer than 3 months, at intervals of 3 months after the first day thereof. Any overdue principal of and, to the extent permitted by law, overdue interest on any Euro-Dollar Loan shall bear interest, payable on demand, for each day until paid at a rate per annum equal to the Default Rate.

The "Adjusted London Interbank Offered Rate" applicable to any Interest 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 Interest Period by (ii) 1.00 minus the Euro-Dollar Reserve Percentage.

The "London Interbank Offered Rate" applicable to any Euro-Dollar Loan means for the Interest Period of such Euro-Dollar Loan, 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 such Euro-Dollar Loan offered for a term comparable to such Interest 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 Interest 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 Interest 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 Interest Period, for deposits in Dollars offered to leading European banks for a period comparable to such Interest Period in an amount comparable to the principal amount of such Euro-Dollar Loan.

"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 Bank in accordance with Section 8.03) 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 Bank 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.

(d) Each Money Market Loan shall bear interest on the outstanding principal amount thereof, for each day from the date such Money Market Loan is made until it becomes due, at a rate per annum equal to the applicable Money Market Rate set forth in the relevant Money Market Quote, which, if such Money Market Loan is a Foreign Currency Money Market Loan, shall be the Adjusted IBOR Rate plus the margin determined by each Bank in connection with its Money Market Quote. Such interest shall be payable on the Stated Maturity Date thereof, and, if the Stated Maturity Date occurs more than 90 days after the date of the relevant Money Market Loan, at intervals of 90 days after the first day thereof. Any overdue principal of and, to the extent permitted by law, overdue interest on any Money Market Loan shall bear interest, payable on demand, for each day until paid at a rate per annum equal to the Default Rate.

(e) Each Foreign Currency Loan (other than Foreign Currency Money Market Loans) shall bear interest on the outstanding principal amount thereof, for the Interest Period applicable thereto, at a rate per annum equal to the sum of the Applicable Margin plus the applicable Adjusted IBOR Rate for such Interest Period. Such interest shall be payable for each Interest Period on the last day

thereof and, if such Interest Period is longer than 3 months, at intervals of 3 months after the first day thereof. Any overdue principal of and, to the extent permitted by law, overdue interest on any Foreign Currency Loan shall bear interest, payable on demand, for each day until paid at a rate per annum equal to the Default Rate.

"Adjusted IBOR Rate" means, with respect to each Foreign Currency Loan, the sum of (i) the rate obtained by dividing (A) IBOR for such Interest Period by (B) a percentage equal to 1 minus the then stated maximum rate (stated as a

decimal) of all reserves requirements (including, without limitation, any marginal, emergency, supplemental, special or other reserves) applicable to the Bank providing the Money Market Quote of the Federal Reserve System as defined in Regulation D (or against any successor category of liabilities as defined in Regulation D), plus (ii) if the relevant Foreign Currency Loan is in British

pounds sterling, a percentage sufficient to compensate the Bank providing the Money Market Quote for the cost of complying with any reserves, liquidity and/or special deposit requirements of the Bank of England directly or indirectly affecting the maintenance or funding of such Foreign Currency Loan.

"IBOR" means, with respect to each Foreign Currency Loan, the offered rate for deposits in the applicable Foreign Currency, for a period comparable to the Interest Period and in an amount comparable to the amount of such Foreign Currency Loan appearing under the British Association Settlement Rate found on the Reuters Screen on pages FRBD, FRBE, FRBF, FRBG and FRBH, as of 11:00 A.M. (London, England time) on the day that is two Foreign Currency Business Days prior to the date such Foreign Currency Loan is made.

(f) The Agent shall determine each interest rate applicable to the Loans hereunder. The Agent shall give prompt notice to the Borrower and the Banks by telecopier of each rate of interest so determined, and its determination thereof shall be conclusive in the absence of manifest error.

(g) After the occurrence and during the continuance of a Default, the principal amount of the Loans (and, to the extent permitted by applicable law, all accrued interest thereon) may, at the election of the Required Banks, bear interest at the Default Rate.

SECTION 2.07. Fees. (a) The Borrower shall pay to the Agent, for the

ratable account of each Bank, a facility fee, calculated in the manner provided in the last paragraph of Section 2.06(a), on the aggregate amount of such Bank's Commitment (whether such Commitment is used or unused), at a rate per annum equal to: (i) for the period commencing on the Closing Date to and including the first Performance Pricing Determination Date 0.07%; and (ii) from and after each first Performance Pricing Determination Date and until the next Performance Pricing Determination Date, the percentage determined on such Performance Pricing Determination Date by reference to the table set forth below and the Debt Rating (or if there is no Debt Rating, the percentage set forth under Level VI):

<TABLE>
<CAPTION>

	Level I	Level II	Level III	Level IV	Level V	Level VI
<S>	equal to	equal to	equal to	equal to	equal to	less
Debt Rating	or greater than <C>	or greater than <C>	or greater than <C>	or greater than <C>	or greater than <C>	than <C>
	A/A2	A-/A3	BBB+/ Baa1	BBB/ Baa2	BBB-/ Baa3	BBB-/ Baa3
Facility Fee	0.06%	0.07%	0.09%	0.11%	0.15%	0.20%

Such facility fees shall accrue from and including the Closing Date to (but excluding the Termination Date) and shall be payable on each March 31, June 30, September 30 and December 31 and on the Termination Date.

(b) The Borrower shall pay to the Agent, for the account and sole benefit of the Agent, such fees and other amounts at such times as set forth in the Agent's Letter Agreement.

SECTION 2.08. Optional Termination or Reduction of Commitments. The

Borrowers may, through the Parent, upon at least 3 Domestic Business Days' notice to the Agent, terminate at any time, or proportionately reduce the Unused Commitments from time to time by an aggregate amount of at least \$5,000,000 or any larger multiple of \$1,000,000. If the Commitments are terminated in their entirety, all accrued fees (as provided under Section 2.07) shall be due and payable on the effective date of such termination.

SECTION 2.09. Mandatory Termination of Commitments. The Commitments

shall terminate on the Termination Date and any Loans then outstanding (together with accrued interest thereon) shall be due and payable on such date.

SECTION 2.10. Optional Prepayments. (a) The Borrowers may, upon at

least 1 Domestic Business Days' notice to the Agent, prepay any Base Rate Borrowing in whole at any time, or from time to time in part in amounts aggregating at least \$5,000,000 or any larger multiple of \$1,000,000, by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment. Each such optional prepayment shall be applied to prepay ratably the Base Rate Loans of the several Banks included in such Base Rate Borrowing.

(b) Except as provided in Section 8.02, the Borrower may not prepay all or any portion of the principal amount of any Fixed Rate Loan prior to the end of the applicable Interest Period thereof.

(c) Upon receipt of a notice of prepayment pursuant to this Section 2.10, the Agent shall promptly notify each Bank of the contents thereof and of such Bank's ratable share of such prepayment and such notice, once received by the Agent, shall not thereafter be revocable by the Borrower.

SECTION 2.11. Mandatory Prepayments and Repayments. (a) On each date

on which the Commitments are reduced pursuant to Section 2.08, 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 Loans do not exceed the Aggregate Commitments as then reduced.

(b) If the Agent determines at any time (either on its own initiative or at the insistence of any Bank) that the aggregate principal amount of the Foreign Currency Loans outstanding (after converting each such Foreign Currency Loan to its Dollar Equivalent on the date of such calculation) at any time exceeds 105% of the amount of the aggregate Commitments less the outstanding aggregate amount of all Syndicated Dollar Loans, Dollar Money Market Loans and Swing Loans, then upon 5 Foreign Currency Business Days' written notice from the Agent to the Parent, the Borrowers shall prepay an aggregate principal amount of Loans sufficient to bring the Aggregate Outstanding Loans to an amount not exceeding 100% of the amount of the Aggregate Commitments. Nothing in the foregoing requires the Agent to make any such calculation unless expressly requested to do so by the Required Banks, except as provided below. All such prepayments shall be applied in the following order: (i) first to Swing Loans; (ii) then to other Base Rate Loans; (iii) then to Euro-Dollar Loans; (iv) then to Syndicated Foreign Currency Loans; (v) then to Dollar Money Market Loans, and (vi) lastly, to Foreign Currency Money Market Loans.

(c) Notwithstanding any provision in Section 2.01 or 2.11 to the contrary, if at the time of receipt of any Notice of Borrowing or Money Market Quote Request, the Aggregate Outstanding Loans is equal to or greater than 66 and 2/3% of the Aggregate Commitments, then the Dollar Equivalent of each Foreign Currency Loan shall be calculated by the Agent as of such date, rather than as of the date such Foreign Currency Loans were disbursed, and in the event that, as a result of such calculation, the Aggregate Outstanding Loans exceeds the Aggregate Commitments, then (i) no additional Borrowings shall be permitted and (ii) the Foreign Currency Loans shall be subject to mandatory repayment as provided in Section 2.11(b).

SECTION 2.12. General Provisions as to Payments. (a) The Borrower

shall make each payment of principal of, and

interest on, the Loans and of fees hereunder, not later than 11:00 A.M. (Atlanta, Georgia time) on the date when due, in Federal or other funds (subject to paragraph (c) below with respect to Foreign Currency Loans) immediately available in Atlanta, Georgia, to the Agent at its address referred to in Section 9.01. The Agent will promptly distribute to each Bank its ratable share of each such payment received by the Agent for the account of the Banks.

(b) Whenever any payment of principal of, or interest on, the Domestic Loans or of fees hereunder shall be due on a day which is not a Domestic Business Day, the date for payment thereof shall be extended to the next succeeding Domestic Business Day. Whenever any payment of principal of, or interest on, the Euro-Dollar Loans or the Foreign Currency Loans, shall be due on a day which is not a Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be, the date for payment thereof shall be extended to the next succeeding Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be, unless such Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be, falls in another calendar month, in which case the date for payment thereof shall be the next preceding Euro-Dollar Business

Day or Foreign Currency Business Day, as the case may be.

(c) All payments of principal and interest with respect to Foreign Currency Loans shall be made in the Foreign Currency in which the related Foreign Currency Loan was made.

(d) (i) All payments of principal, interest and fees and all other amounts to be made by a Borrower pursuant to this Agreement with respect to any Loan or fee relating thereto shall be paid without deduction for, and free from, any tax, imposts, levies, duties, deductions, or withholdings of any nature now or at anytime hereafter imposed by the United States, the United Kingdom, or any other governmental authority or by any other taxing authority, excluding, in the case of each Bank, (A) taxes imposed on or measured by its net income, and franchise or branch profit taxes imposed on it, by the jurisdiction under the laws of which such Bank is organized or any political subdivision thereof, (B) taxes imposed on its income (except as expressly provided below), and franchise and branch profit taxes imposed on it, by the jurisdiction of such Bank's applicable Lending Office or any political subdivision thereof, and (C) in the case of Foreign Currency Money Market Loans, any applicable withholding taxes pertaining thereto (all such non-excluded taxes, imposts, levies, duties, deductions or withholdings of any nature being "Taxes"). In the event that any Borrower is required by applicable law to make any such withholding or deduction of Taxes with respect to any Loan or fee or other amount, such Borrower shall pay such deduction or withholding to the applicable taxing

authority, shall promptly furnish to any Bank in respect of which such deduction or withholding is made all receipts and other documents evidencing such payment, and shall pay to such Bank additional amounts as may be necessary in order that the amount received by such Bank, after deduction of the required withholding or other payment and payment of any Tax (including income taxes with respect to withholding tax payments) or excluded tax described in this paragraph imposed by any jurisdiction with respect to such additional amounts, shall equal the amount such Bank would have received had no such withholding or other payment been made.

(ii) Each Bank that is organized under the laws of a jurisdiction other than the United States of America or any state thereof or the District of Columbia (each a "Non-U.S. Bank") agrees to furnish to the Parent and the Agent, within 7 Domestic Business Days after it becomes a Bank hereunder, two (2) copies of either U.S. Internal Revenue Service Form 4224 or U. S. Internal Revenue Service Form 1001 or any successor forms thereto (wherein such Non-U.S. Bank claims entitlement to complete exemption from or a reduced rate of U.S. federal withholding tax on interest paid by the Borrowers hereunder) and to provide to the Borrowers and the Agent a new Form 4224 or Form 1001 or any successor forms thereto if any previously delivered form is found to be incomplete or incorrect in any material respect or upon the obsolescence of any previously delivered form; provided, however, that no Non-U.S. Bank shall be

required to furnish any such form under this paragraph if it is not entitled to claim an exemption from or reduced rate of withholding under applicable law. At any time a Non-U.S. Bank is not entitled to claim an exemption from or a reduced rate of withholding under applicable law, such Non-U.S. Bank shall so inform the Parent and the Agent.

(iii) No Borrower shall be required to pay any amounts pursuant to this Section 2.12(d) to any Non-U.S. Bank for the account of such Non-U.S. Bank or any Lending Office of such Non-U.S. Bank in respect of any United States withholding taxes payable hereunder (and each Borrower, if required by law to do so, shall be entitled to withhold such amounts and to pay such amounts to the United States Internal Revenue Service) if the obligation to pay such additional amounts would not have arisen but for the failure by such Non-U.S. Bank to deliver the forms described in Section 2.12(d)(ii) (regardless of such Bank's Lending Office), and such Non-U.S. Bank shall not be entitled to exemption from deduction or withholding of United States federal income tax in respect of the payment of any such sum by any Borrower hereunder for, in each case, any reason other than a change in the United States law or regulations or any applicable tax treaty or regulations or in the official interpretation of any such law, treaty or regulations by any governmental authority charged with the interpretation or administration thereof

(whether or not having the force of law) after the date such Non-U.S. Bank becomes a Bank hereunder.

(iv) (A) Each Bank that is not a United Kingdom Bank (as defined in Section 840A of the United Kingdom Income and Corporation Taxes Act of 1988) subject to United Kingdom corporation tax as respects interest payments to it pursuant to this Agreement (each a "Non-U.K. Bank") shall deliver to the United Kingdom Inland Revenue (whether directly, through the United States Internal Revenue Service or such other appropriate channels), with copies sent contemporaneously therewith to the Parent and the Agent, within 7 Domestic Business Days after it becomes a Bank hereunder, a form 13-D or such other appropriate official form (each, a "U.K. Tax Form") duly completed and signed by such Bank establishing that such Non-U.K. Bank is entitled to exemption (regardless of such Bank's Lending Office) from United Kingdom withholding tax in respect of interest payments hereunder under a United Kingdom tax treaty with

the appropriate jurisdiction, or establishing that it is otherwise entitled to receive payments without such withholding; provided, however, that no Non-U.K.

Bank shall be required to furnish any such documentation under this subparagraph (A) if it is not entitled to claim an exemption from or reduced rate of withholding under applicable law. At any time a Non-U.K. Bank is not entitled to claim an exemption from or a reduced rate of withholding under applicable law, such Non-U.K. Bank shall so inform the Parent and the Agent.

(B) Each Bank that is a United Kingdom Bank (as defined in Section 840A of the United Kingdom Income and Corporation Taxes Act of 1988) (each a "U.K. Bank") shall complete and deliver to the Parent and the Agent a statement signed by an authorized signatory of such U.K. Bank, and other documentation reasonably required to the effect that it is subject to United Kingdom corporation tax on interest payable to it pursuant to this Agreement.

(C) No Borrower shall be required to pay any additional amount to any Non-U.K. Bank or U.K. Bank in respect of United Kingdom withholding taxes under this Section 2.12(d) if such Bank shall have failed to deliver (1) the U.K. Tax Form as required under subparagraph (A) in the case of a Non-U.K. Bank, or (2) the statement and other documentation under subparagraph (B) in the case of a U.K. Bank; provided, however, that if a Non-U.K. Bank shall not have a Lending Office

in the United Kingdom and shall not be entitled to an exemption from United Kingdom withholding tax under a treaty, each as of the time of a given payment by Borrower hereunder, then Section 2.12(d) (i) shall not apply with respect to such payment.

(v) Within 90 days after receipt of the written request of the Borrower, each Bank shall execute and deliver such certificates, forms or other documents, which in each such case can be reasonably furnished by such Bank consistent with the facts and which are reasonably necessary to assist any Borrower in applying for refunds of Taxes remitted by such Borrower hereunder.

(vi) With respect to each Bank, the provisions of paragraph (i) of this Section 2.12(d) shall apply to interest payments made by Borrowers with respect to all Taxes other than United States Taxes and United Kingdom Taxes unless and to the extent that such Bank is able to avoid or minimize any such amounts which might be payable; provided, however, that this paragraph (vi) shall not apply

to the extent that any Bank determines that such efforts would be disadvantageous to such Bank, as determined by such Bank and which determination, if made in good faith, shall be binding and conclusive on all parties hereto. Upon the reasonable request of any Borrower, each Bank agrees to promptly execute and deliver appropriate documentation to such Borrower with respect to all Taxes other than United States Taxes and United Kingdom Taxes (except as otherwise provided in this Section 2.12) in order to eliminate or reduce any such Taxes.

(vii) To the extent that the payment of any Bank's Taxes by any Borrower hereunder gives rise from time to time to a Tax Benefit to such Bank in any jurisdiction other than the jurisdiction which imposed such Taxes, such Bank shall pay to such Borrower the amount of each such Tax Benefit so recognized or received. The amount of each Tax Benefit and, therefore, payment to such Borrower will be determined from time to time by the relevant Bank 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 Bank to such 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 Bank is required to

rescind such Tax Benefit or such Tax Benefit is otherwise disallowed or nullified, the relevant Borrower shall promptly, after notice thereof from such Bank, repay to such Bank the amount of such Tax Benefit previously paid to such Bank and which has been rescinded, disallowed or nullified. For purposes hereof, the term "Tax Benefit" shall mean the amount by which any Bank's income tax liability for the taxable period in question is reduced below what would have been payable had the relevant Borrower not been required to pay such Bank's taxes hereunder.

(viii) Without prejudice to the survival of any other agreement of the Borrowers hereunder, the agreements and obligations of the Borrowers and the Banks contained in this

Section 2.12(d) shall be applicable with respect to any Assignee, and any calculations required by such provisions (A) shall be made based upon the circumstances of such Assignee, and (B) constitute a continuing agreement and shall survive the termination of this Agreement and the payment in full or cancellation of the Notes.

SECTION 2.13. Computation of Interest and Fees. Interest on Swing Loans

bearing interest at the Wachovia Alternative Rate and Dollar Money Market Loans shall be computed on the basis of a year of 360 days and interest on Base Rate Loans shall be computed on the basis of a year of 365/366 days, and in each such

case interest shall be paid for the actual number of days elapsed (including the first day but excluding the last day). Interest on Euro-Dollar Loans and on Foreign Currency Loans shall be computed on the basis of a year of 360 days (except for any Foreign Currency Loans outstanding in British pounds sterling, Australian dollars, or Canadian dollars, 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, calculated as to each Interest Period from and including the first day thereof to but excluding the last day thereof. Facility fees and any other fees payable hereunder 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).

SECTION 2.14. Election and Release of Borrowers. Any Wholly Owned

Subsidiary (whether existing on the Closing Date or acquired or created thereafter) described in clauses (ii) and (iii) of the definition of "Borrower" may elect to become a Borrower hereunder at any time after delivering 10 Domestic Business Days' prior written notice thereof to the Agent and the Banks and by executing and delivering to the Agent for delivery to each of the Banks (i) an original Borrower Acknowledgment And Agreement in the form of Exhibit K, -----
thereby becoming a party to this Agreement, and (ii) the other items described in such Acknowledgment and Agreement, including, without limitation, the Notes described therein. Any Borrower, other than the Parent, may elect to be released as a 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 Article VIII) and (ii) execution and delivery by such Borrower to the Agent of an original Borrower Notice of Withdrawal in the form of Exhibit L.

ARTICLE III

CONDITIONS TO BORROWINGS

SECTION 3.01. Conditions to First Borrowing. The obligation of each

Bank to make a Loan on the occasion of the first Borrowing (or in the event no Borrowing is made on the Closing Date, on the Closing Date) is subject to the satisfaction of the conditions set forth in Section 3.02 and receipt by the Agent of the following (as to the documents described in paragraphs (a), (c), (d) and (e) below (in sufficient number of counterparts for delivery of a counterpart to each Bank and retention of one counterpart by the Agent):

(a) from each of the parties hereto either (i) a duly executed counterpart of this Agreement signed by such party or (ii) a facsimile transmission stating that such party has duly executed a counterpart of this Agreement and sent such counterpart to the Agent;

(b) from the relevant Borrower described in the definition of "Borrower", a duly executed Dollar Money Market Note and a duly executed Foreign Currency Money Market Note, and from the relevant Borrower described in the definition of "Borrower", a duly executed Syndicated Dollar Note and a duly executed Syndicated Foreign Currency Note, in each case for the account of each Bank complying with the provisions of Section 2.04; and from the Borrower a duly executed Swing Loan Note;

(c) (i) with respect to the Parent, an opinion letter of Kilpatrick Stockton LLP, counsel for the Parent, together with an opinion of the Parent's General Counsel, both dated as of the Closing Date, which taken together cover substantially the opinions set forth in the form of opinion attached as Exhibit B and covering such additional matters relating to the

transactions contemplated hereby as the Agent or any Bank may reasonably request, and (ii) with respect to any other Borrower, an opinion letter of Kilpatrick Stockton LLP or such other counsel acceptable to the Agent dated as of the Closing Date (or for the purposes of any delivery of any Borrower Acknowledgment and Agreement after the Closing Date, as of the date thereof), which cover substantially the opinions set forth in the form of opinion attached as Exhibit B and covering such additional matters relating

to the transactions contemplated hereby as the Agent or any Bank may reasonably request, including, without limitation, with respect to Borrowers located in jurisdictions outside of the state of Georgia, opinions confirming that the provisions of Section 9.12 and 9.16 are enforceable against such Borrower under the laws applicable

to such jurisdiction to the extent public policy of such jurisdiction permits;

(d) an opinion of Jones, Day, Reavis & Pogue, special counsel for the Agent, dated as of the Closing Date, substantially in the form of Exhibit C

and covering such additional matters relating to the transactions contemplated hereby as the Agent may reasonably request;

(e) a certificate substantially in the form of Exhibit G (the "Closing Certificate"), dated as of the Closing Date, signed by an Authorized Officer of the Parent, to the effect that (i) no Default has occurred and is continuing on the Closing Date and (ii) the representations and warranties of the Borrowers contained in Article IV are true on and as of the Closing 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;

(f) a certificate of incumbency of each Borrower, signed by the Secretary or an Assistant Secretary of each 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) each Borrower's Certificate of Incorporation or equivalent organic document, (ii) each Borrower's Bylaws, (iii) a certificate of the Secretary of State of each state of incorporation of Parent and each domestic Borrower as to the corporate good standing, respectively, of Parent and each Borrower, and, if available, a comparable certificate from the appropriate governing authorities of each foreign Borrower and (iv) the action taken by the Board of Directors of each Borrower authorizing such Borrower's execution, delivery and performance of this Agreement, the Notes and the other Loan Documents to which such Borrower is a party;

(g) in the event of a Borrowing on the Closing Date, a Notice of Borrowing or notification pursuant to Section 2.03(e) of acceptance of one or more Money Market Quotes, as applicable;

(h) receipt by the Agent of a letter agreement whereby the Prior Credit Agreement is terminated; and

(i) the fees payable pursuant to the Agent's Letter Agreement.

In addition, if any Borrower desires funding of a Fixed Rate Loan on the Closing Date, the Agent shall have received, the requisite

number of days prior to the Closing Date, a funding indemnification letter satisfactory to it, pursuant to which (i) the Agent and the relevant Borrowers shall have agreed upon the interest rate, amount of Borrowing and Interest Period for such Fixed Rate Loan, and (ii) such Borrowers shall indemnify the Banks from any loss or expense arising from the failure to close on the anticipated Closing Date identified in such letter or the failure to borrow such Fixed Rate Loan on such date.

SECTION 3.02. Conditions to All Borrowings. The obligation of each

Bank to make a Syndicated Loan or of Wachovia to make a Swing Loan, other than a Refunding Loan, on the occasion of each Borrowing is subject to the satisfaction of the following conditions except as expressly provided in the last sentence of this Section 3.02:

(a) receipt by the Agent of a Notice of Borrowing.

(b) the fact that, immediately before and after such Borrowing, no Default shall have occurred and be continuing;

(c) 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 4.04(b), which is made only on and as of the Closing Date) shall be true on and as of the date of such Borrowing (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; and

(d) the fact that, immediately after such Borrowing, the conditions set forth in clauses (i) and (ii) of Section 2.01(a) shall have been satisfied.

Each Borrowing (both Syndicated and Money Market), other than of a Refunding Loan, hereunder shall be deemed to be a representation and warranty by the Borrower on the date of such Borrowing as to the truth and accuracy of the facts specified in paragraphs (b), (c) and (d) of this Section.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

The Parent represents and warrants, as to itself and the Subsidiaries, and each of the Borrowers represents and warrants, as to itself, that:

SECTION 4.01. Corporate Existence and Power. Each Borrower 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.

SECTION 4.02. Corporate and Governmental Authorization; No

Contravention. The execution, delivery and performance by each Borrower and the

Parent of this Agreement, the Notes, the Parent Guaranty and the other Loan Documents (i) are within such Borrower'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 such Borrower or of any agreement, judgment, injunction, order, decree or other instrument binding upon such Borrower or any of the Subsidiaries, and (v) do not result in the creation or imposition of any Lien on any asset of such Borrower or any of the Subsidiaries.

SECTION 4.03. Binding Effect. This Agreement and the Parent Guaranty

each constitute a valid and binding agreement of each Borrower and the Parent, respectively, enforceable in accordance with its terms, and the Notes, and the other Loan Documents, when executed and delivered in accordance with this Agreement, will constitute valid and binding obligations of the Borrowers parties thereto, enforceable in accordance with their respective 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.

SECTION 4.04. Financial Information. (a) The consolidated balance

sheet of the Parent and its Consolidated Subsidiaries as of December 31, 1996 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 Banks, and the unaudited consolidated financial statements of the Parent for the

interim period ended June 30, 1997, copies of which have been delivered to each of the Banks, 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 Parent and its Consolidated Subsidiaries as of such dates and their consolidated results of operations and cash flows for such periods stated.

(b) Since June 30, 1997 there has been no event, act, condition or occurrence having a Material Adverse Effect. The parties hereto acknowledge and agree that the Spin Off shall not constitute the occurrence of a Material Adverse Effect.

SECTION 4.05. No Litigation. There is no action, suit or proceeding

pending against or affecting the Parent 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.

SECTION 4.06. Compliance with ERISA. Except as set forth in Schedule

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

SECTION 4.07. Compliance with Laws; Payment of Taxes. Each Borrower

and 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 each Borrower and 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 each Borrower 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 each Borrower and Consolidated Subsidiary in respect of taxes or other governmental charges are, in the opinion of Parent and each Borrower, adequate. United

States federal income tax returns (where applicable) of each Borrower and Consolidated Subsidiary have been examined and closed through the Fiscal Year ended December 31, 1993.

SECTION 4.08. Subsidiaries; Identification of Consolidated

Subsidiaries. Each of the Consolidated Subsidiaries which is not a Borrower 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 Closing Date, the Parent has no Subsidiaries except for those Subsidiaries listed on Schedule 4.08 which accurately sets forth each such Subsidiary's complete name and jurisdiction of incorporation, and which identifies Consolidated Subsidiaries as being such. After the Closing Date, in the event that Parent's Subsidiaries are no longer published in the Parent's annual reports filed with the Securities and Exchange Commission, Schedule 4.08 shall be supplemented from time to time by the Parent, with copies to the Agent and the Banks, 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 4.08 as previously supplemented.

SECTION 4.09. Investment Company Act. Neither any Borrower nor any

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

SECTION 4.10. Public Utility Holding Company Act. Neither any Borrower

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.

SECTION 4.11. Ownership of Property; Liens. Each Borrower 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.

SECTION 4.12. No Default. Neither any Borrower 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 Default or Event of Default has occurred and is continuing.

SECTION 4.13. Full Disclosure. All information heretofore furnished

by the Borrowers to the Agent or any Bank

(including, without limitation, information contained in the Parent'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 Borrowers to the Agent or any Bank 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.

SECTION 4.14. Environmental Matters. (a) Neither any Borrower 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 any Borrower 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 4.14, as revised from time to time, to the knowledge of the Parent, none of the Properties has been identified on any current or proposed (i) National Priorities List under 40 C.F.R. (S) 300, (ii) CERCLIS list or (iii) 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.

(b) Except as disclosed on Schedule 4.14, as revised from time to time, to the knowledge of the Parent, 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.

(c) Except as disclosed on Schedule 4.14, as revised from time to time, each Borrower, 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 each Borrower's and each Consolidated Subsidiary's respective businesses, except in such instances where such failure of compliance would not have a Material Adverse Effect.

SECTION 4.15. Capital Stock. All Capital Stock, debentures, bonds,

notes and all other securities of each Borrower 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 4.15, as revised from time to time, the issued shares of Capital Stock of the Parent's Wholly Owned Subsidiaries which are owned by the Parent are owned by the Parent 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 Parent's other Subsidiaries (other than Wholly Owned Subsidiaries) is owned by the Parent free and clear of any Lien or adverse claim.

SECTION 4.16. Margin Stock. Neither any Borrower 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 Loan will be used for any purpose which violates, or which is inconsistent with, the provisions of Regulation U or Regulation X.

SECTION 4.17. Insolvency. After giving effect to the execution and

delivery of the Loan Documents and the making of the Loans under this Agreement: (i) no Borrower will (x) be "insolvent," within the meaning of such term as used in O.C.G.A. (S) 18-2-22 or as defined in (S) 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 each Borrower under the Loan Documents and with respect to the Loans will not be rendered avoidable under any Other Applicable Law. For purposes of this Section 4.17, "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.

SECTION 4.18. Insurance. Each Borrower and each Consolidated

Subsidiary has (either in the name of such Borrower 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.

ARTICLE V

COVENANTS

The Borrowers agree that, so long as any Bank has any Commitment hereunder or any amount payable hereunder or under any Note remains unpaid:

SECTION 5.01. Information. The Parent will deliver to each of the

Banks:

(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 Parent 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 Banks;

(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 Parent 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 Parent;

(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 F

(a "Compliance Certificate"), of an Authorized Officer or the chief accounting officer of the Parent (i) setting forth in reasonable detail the calculations required to establish whether the Parent 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 Default exists on the date of such certificate and, if any Default then exists, setting forth the details thereof and the action which the Parent 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 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 Default, a certificate of an Authorized Officer or the chief accounting officer of the Parent setting forth the details thereof and the action which the Parent is taking or proposes to take with respect thereto;

(f) promptly upon the mailing thereof to the shareholders of the Parent 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 Parent 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 Parent or any of its Subsidiaries; and

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

SECTION 5.02. Inspection of Property, Books and Records.

(a) Each Borrower will keep, and the Parent 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 a Default, each Borrower will, and the Parent will cause each Consolidated Subsidiary to, permit representatives of any Bank at such Bank'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 Bank) 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 Parent and its Subsidiaries.

(c) After the occurrence of a Default, each Borrower will permit, and the Parent will cause each Consolidated Subsidiary to permit, at the Borrower's expense, representatives of any Bank 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.

Each 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 any Bank have access to information prohibited by law, and (ii) in the event any Bank desires to inspect confidential matters (which matters shall in no event include financial information and data of the Parent or its Subsidiaries or other information the Banks may require in order to determine compliance with this Agreement) under this Section, such Bank

shall execute a confidentiality agreement relating to such matters, which agreement shall contain reasonable terms acceptable to such Bank and its counsel.

SECTION 5.03. Maintenance of Existence. The Parent shall and shall

cause each Consolidated Subsidiary to maintain its corporate existence (except for any corporate reorganization, dissolutions or liquidations expressly permitted by Section 5.04 or 5.05 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 5.04. Dissolution. Neither any Borrower 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 5.05, or (ii) solely in accordance with its policies and programs approved by the Parent'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 5.05. Consolidations, Mergers and Sales of Assets. No Borrower

will, nor will the Parent 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) any Borrower may merge with another

Person (provided that in the event of such merger involving the Parent, the Parent 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) a Borrower is the corporation surviving such merger and (iii) immediately after giving effect to such merger, no Default shall have occurred and be continuing, (b) Subsidiaries may merge with one another or with the Parent 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 (which amount shall be exclusive of any Consolidated Operating Profits attributable to the operations of the Parent's Insurance Services

Group prior to the Spin Off), 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 5.06. Use of Proceeds. The Borrowers will use the proceeds of

the Loans hereunder for general corporate purposes (in compliance with all applicable legal and regulatory requirements, including, without limitation, Regulations U and X and the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the regulations thereunder);

provided, that in the event the Parent or any Borrower intends to use the

proceeds of any of the Loans hereunder to finance or refinance, directly or indirectly, an Acquisition of any Person (or the acquisition of (i) more than 50% of the publicly traded stock (of any class) of any Person or (ii) any of the publicly traded stock (of any class) of any Person after the Parent, such Borrower or any of the Subsidiaries shall have been required to file a Schedule 13D under the Securities Exchange Act of 1934, as amended, with respect to such stock), then unless such Acquisition (or such other acquisition) has been approved by the board of directors of such Person or officers thereof duly authorized to do so, then (A) the Parent or such Borrower shall give the Agent and the Banks written notice, not less than 10 days prior to the earlier of (x) the public announcement or other commencement of a tender offer or (y) the commencement of solicitation of proxies in the opposition to the Board of Directors of the Person proposed to be acquired, of such intent (which notice shall describe the proposed Acquisition or such other acquisition in reasonable detail), and (B) notwithstanding any other provision of the Credit Agreement, each Bank shall have the right to assign all of its interest in its Loans and Commitments under the Facility, after first offering such assignment of its interest to each of the other Banks, without the consent of the Agent or the Parent, provided that such Assignment is made within 90 days after such Bank receives notice of such Acquisition (or other acquisition).

SECTION 5.07. Compliance with Laws; Payment of Taxes. The Parent 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 Parent 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 Parent or any Consolidated Subsidiary, except (i) liabilities being contested in good faith and against which, if requested by the Agent, the Parent will set up reserves in accordance with GAAP, or (ii) where the failure to do so would not have a Material Adverse Effect.

SECTION 5.08. Insurance. Each Borrower will maintain, and the Parent

will cause each of the Subsidiaries to maintain (either in the name of such 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 5.09. Change in Fiscal Year. No Borrower will change its

Fiscal Year without the consent of the Required Banks.

SECTION 5.10. Maintenance of Property. Each Borrower shall, and the

Parent 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 Parent shall furnish to the Banks 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 any Borrower nor any Consolidated Subsidiary will, and the Parent 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. Each Borrower (and the Parent,

with respect to the Subsidiaries) 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. Transactions with Affiliates. Neither any Borrower nor

any of its Consolidated Subsidiaries shall enter into, or be a party to, any transaction with any Affiliate of such Borrower or such Subsidiary (which Affiliate is not a Borrower 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 such Borrower or such Subsidiary than would be obtained in a comparable arm's length transaction with a Person which is not an Affiliate.

SECTION 5.15. Restricted Investments. The Parent 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 Parent'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 Borrowers will be in full compliance with all the provisions of this Agreement.

SECTION 5.16. Intentionally Deleted.

SECTION 5.17. Debt of Consolidated Subsidiaries. The Borrowers (other

than the Parent) shall not, and the Parent shall not permit any other Consolidated Subsidiary to, incur or permit to exist any Debt not in existence on the Closing Date, and extensions or renewals thereof, other than (i) the obligations to the Banks 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; and (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.

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 5.18. Negative Pledge. The Borrowers shall not, and the

Parent 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 any Borrower 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 any Borrower or a Consolidated Subsidiary and not created in contemplation of such acquisition;

(f) Liens securing Debt owing by any Subsidiary to the Parent 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 Section 6.01(k), 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 such Borrower 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 such Borrower 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 such Borrower 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 such Borrower 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 such Borrower 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 represented by the Notes), which, when added to the principal amount of Debt secured by Margin Stock, in the aggregate principal amount at any time outstanding, does not exceed 20% of Consolidated Net Tangible Assets.

SECTION 5.19. 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 5.20. 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.

ARTICLE VI

DEFAULTS

SECTION 6.01. Events of Default. If one or more of the following -----
events ("Events of Default") shall have occurred and be continuing:

(a) any Borrower shall fail to pay (i) when due any principal of any Loan or (ii) any interest on any Loan within 5 Domestic Business Days after such interest shall become due, or (iii) any fee or other amount payable hereunder within 5 Domestic Business Days after such fee or other amount

becomes due; or

(b) any Borrower shall fail to observe or perform any covenant (i) contained in Sections 5.17 or 5.18 and such failure shall not have been cured within 15 days after the earlier to occur of (1) written notice thereof has been given to the Parent by the Agent at the request of any Bank or (2) the Parent otherwise becomes aware of any such failure, or (ii) contained in Sections 5.01(e), 5.02(b), 5.02(c), 5.03 to 5.06, inclusive, 5.15, 5.19 or 5.20; or

(c) any Borrower shall fail to observe or perform any covenant or agreement contained in this Agreement (other than those covered by paragraph (a) or (b) above) 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 Parent by the Agent at the request of any Bank

or (ii) the Parent otherwise becomes aware of any such failure; or

(d) any representation, warranty, certification or statement made by any Borrower in Article IV of this Agreement or in any certificate, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect or misleading in any material respect when made (or deemed made); or

(e) any Borrower or any Consolidated Subsidiary shall fail to make any payment in respect of Debt (or Synthetic Lease Obligations) in an aggregate principal amount in excess of \$20,000,000 outstanding (other than the Notes) when due or within any applicable grace period; or

(f) any event or condition shall occur which results in the acceleration of the maturity of Debt (or Synthetic Lease Obligations) of any Borrower or any Consolidated Subsidiary in an aggregate principal amount outstanding equal to or in excess of \$20,000,000 (including, without limitation, any required mandatory prepayment or "put" of such Debt (or Synthetic Lease Obligations) to any Borrower or any Consolidated Subsidiary which can be effected by the holder of such Debt (or such Synthetic Lease Obligations) upon the occurrence of an event in the nature of a default) or enables the holders of such Debt (or Synthetic Lease Obligations) or any Person acting on such holders' behalf to accelerate the maturity thereof (including, without limitation, any required mandatory prepayment or "put" of such Debt (or Synthetic Lease Obligations) to any Borrower or any Consolidated Subsidiary which can be effected by the holder of such Debt (or Synthetic Lease Obligations) upon the occurrence of an event in the nature of a default), excluding, however, from this paragraph (f), (i) any "put" of Debt to any Borrower or any Consolidated Subsidiary pursuant to the CSC Put, and (ii) any "put" to any Borrower or any Consolidated Subsidiary of Debt evidenced by the Parent's 6 1/2% Senior Notes due 2003 pursuant to the Indenture relating thereto, unless the event resulting in such "put" under this clause (ii) shall have a Material Adverse Effect; or

(g) any Borrower or any Consolidated 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

(h) an involuntary case or other proceeding shall be commenced against any Borrower or any Consolidated 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 any Borrower or any Consolidated Subsidiary under the federal bankruptcy laws as now or hereafter in effect; or

(i) any Borrower or any member of the Controlled Group shall fail to pay when due any material amount which it shall have become liable to pay to the PBGC or to a Plan under Title IV of ERISA; or notice of intent to terminate a Plan or Plans shall be filed under Title IV of ERISA by any Borrower, any member of the Controlled Group, any plan administrator or any combination of the foregoing which results in an obligation which would have a Material Adverse Effect; or the PBGC shall institute proceedings under Title IV of ERISA to terminate or to cause a trustee to be appointed to administer any such Plan or Plans or a proceeding shall be instituted by a fiduciary of any such Plan or Plans to enforce Section 515 or 4219(c) (5)

of ERISA and such proceeding shall not have been dismissed within 30 days thereafter which results in an obligation which would have a Material Adverse Effect; or a condition shall exist by reason of which the PBGC would be entitled to obtain a decree adjudicating that any such Plan or Plans must be terminated which results in an obligation which would have a Material Adverse Effect; or any Borrower or any other member of the Controlled Group shall enter into, contribute or be obligated to contribute to, terminate or incur any withdrawal liability with respect to, a Multiemployer Plan which results in an obligation which would have a Material Adverse Effect; or

(j) one or more judgments or orders for the payment of money in an aggregate amount in excess of \$10,000,000 (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 any 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) such 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

(k) a federal tax lien shall be filed against any Borrower or any Consolidated Subsidiary under Section 6323 of the Code or a lien of the PBGC shall be filed against any Borrower or any Consolidated Subsidiary under Section 4068 of ERISA and in either case the amount of such lien shall exceed \$5,000,000 and shall remain undischarged for a period of 25 days after the date of filing; or

(l) (i) any Person or two or more Persons acting in concert shall, after the Closing Date, have acquired beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission under the Securities Exchange Act of 1934) of 25% or more of the outstanding shares of the voting stock of the Parent; or (ii) as of any date a majority of the Board of Directors of the Parent consists of individuals who were not either (A) directors of the Parent as of the corresponding date of the previous year, (B) selected or nominated to become directors by the Board of Directors of the Parent of which a majority consisted of individuals described in clause (A), or (C) selected or nominated to become directors by the Board of Directors of the Parent of which a majority consisted of individuals described in clause (A) and individuals described in clause (B); or

(m) any breach or default occurs under the Parent Guaranty;

then, and in every such event, (i) the Agent shall if requested by the Required Banks, by notice to the Parent on behalf of the Borrowers terminate the Commitments and they shall thereupon terminate, (ii) any Bank may terminate its obligation to fund a Money Market Loan in connection with any relevant Money Market Quote, and (iii) the Agent shall if requested by the Required Banks, by notice to the Borrowers declare the Notes (together with accrued interest thereon) to be, and the Notes shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers 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 (g) or (h)

above occurs with respect to any Borrower, without any notice to such Borrower or any other act by the Agent or the Banks, the Commitments shall thereupon terminate and the Notes (together with accrued interest thereon) shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each 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 Agent shall have available to it all other remedies at law or equity, and shall exercise any one or all of them at the request of the Required Banks.

SECTION 6.02. Notice of Default. The Agent shall give notice to the

Parent on behalf of each Borrower of any Default under Section 6.01(c) promptly upon being requested to do so by any Bank and shall thereupon notify all the Banks thereof.

ARTICLE VII

THE AGENT

SECTION 7.01. Appointment; Powers and Immunities. Each Bank hereby

irrevocably appoints and authorizes the Agent to act as its agent hereunder and

under the other Loan Documents with such powers as are specifically delegated to the Agent by the terms hereof and thereof, together with such other powers as are reasonably incidental thereto. The Agent: (a) shall have no duties or responsibilities except as expressly set forth in this Agreement and the other Loan Documents, and shall not by reason of this Agreement or any other Loan Document be a trustee for any Bank; (b) shall not be responsible to the Banks for any recitals, statements, representations or warranties contained in this Agreement or any other Loan Document, or in any certificate or other document referred to or provided for in, or received by any Bank under, this Agreement or any other Loan Document, or for the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or any other document referred to or provided for herein or therein or for any failure by any Borrower to perform any of its obligations hereunder or thereunder; (c) shall not be required to initiate or conduct any litigation or collection proceedings hereunder or under any other Loan Document except to the extent requested by the Required Banks, and then only on terms and conditions satisfactory to the Agent, and (d) shall not be responsible for any action taken or omitted to be taken by it hereunder or under any other Loan Document or any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith, except for its own gross negligence or

willful misconduct. The Agent may employ agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care. The provisions of this Article VII are solely for the benefit of the Agent and the Banks, and the Borrower shall not have any rights as a third party beneficiary of any of the provisions hereof. In performing its functions and duties under this Agreement and under the other Loan Documents, the Agent shall act solely as agent of the Banks and does not assume and shall not be deemed to have assumed any obligation towards or relationship of agency or trust with or for the Borrower. The duties of the Agent shall be ministerial and administrative in nature, and the Agent shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Bank.

SECTION 7.02. Reliance by Agent. The Agent shall be entitled to rely

upon any certification, notice or other communication (including any thereof by telephone, telecopier, telegram or cable) believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons, and upon advice and statements of legal counsel, independent accountants or other experts selected by the Agent. As to any matters not expressly provided for by this Agreement or any other Loan Document, the Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder and thereunder in accordance with instructions signed by the Required Banks, and such instructions of the Required Banks in any action taken or failure to act pursuant thereto shall be binding on all of the Banks.

SECTION 7.03. Defaults. The Agent shall not be deemed to have

knowledge of the occurrence of a Default or an Event of Default (other than the nonpayment of principal of or interest on the Loans) unless the Agent has received notice from a Bank or the Borrower specifying such Default or Event of Default and stating that such notice is a "Notice of Default". In the event that the Agent receives such a notice of the occurrence of a Default or an Event of Default, the Agent shall give prompt notice thereof to the Banks. The Agent shall give each Bank prompt notice of each nonpayment of principal of or interest on the Loans whether or not it has received any notice of the occurrence of such nonpayment. The Agent shall (subject to Section 9.06) take such action hereunder with respect to such Default or Event of Default as shall be directed by the Required Banks, 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 Default or Event of Default as it shall deem advisable in the best interests of the Banks.

SECTION 7.04. Rights of Agent as a Bank. With respect to the Loans

made by it, Wachovia in its capacity as a Bank hereunder shall have the same rights and powers hereunder as any other Bank and may exercise the same as though it were not acting as the Agent, and the term "Bank" or "Banks" shall, unless the context otherwise indicates, include Wachovia in its individual capacity. The Agent may (without having to account therefor to any Bank) accept deposits from, lend money to and generally engage in any kind of banking, trust or other business with the Borrowers (and any of their Affiliates) as if it were not acting as the Agent, and the Agent may accept fees and other consideration from the Borrowers (in addition to any agency fees and arrangement fees heretofore agreed to between the Borrowers and the Agent) for services in connection with this Agreement or any other Loan Document or otherwise without having to account for the same to the Banks.

SECTION 7.05. Indemnification. Each Bank severally agrees to

indemnify the Agent, to the extent the Agent shall not have been reimbursed by the Borrowers, ratably in accordance with its Commitment, for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits,

costs, expenses (including, without limitation, counsel fees and disbursements) or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of this Agreement or any other Loan Document or any other documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby (excluding, unless an Event of Default has occurred and is continuing, the normal administrative costs and expenses incident to the performance of its agency duties hereunder) or the enforcement of any of the terms hereof or thereof or any such other documents; provided, however that no Bank shall be

liable for any of the foregoing to the extent they arise from the gross negligence or wilful misconduct of the Agent. If any indemnity furnished to the Agent for any purpose shall, in the opinion of the Agent, be insufficient or become impaired, the Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished.

SECTION 7.06 Consequential Damages. THE AGENT SHALL NOT BE

RESPONSIBLE OR LIABLE TO ANY BANK, THE BORROWER OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHICH MAY BE ALLEGED AS A RESULT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

SECTION 7.07. Payee of Note Treated as Owner. The Agent may deem and

treat the payee of any Note as the owner thereof for all purposes hereof unless and until a written notice

of the assignment or transfer thereof shall have been filed with the Agent and the provisions of Section 9.08(c) have been satisfied. Any requests, authority or consent of any Person who at the time of making such request or giving such authority or consent is the holder of any Note shall be conclusive and binding on any subsequent holder, transferee or assignee of that Note or of any Note or Notes issued in exchange therefor or replacement thereof.

SECTION 7.08. Nonreliance on Agent and Other Banks. Each Bank agrees

that it has, independently and without reliance on the Agent or any other Bank, and based on such documents and information as it has deemed appropriate, made its own credit analysis of the Borrower and decision to enter into this Agreement and that it will, independently and without reliance upon the Agent or any other Bank, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis and decisions in taking or not taking action under this Agreement or any of the other Loan Documents. The Agent shall not be required to keep itself informed as to the performance or observance by the Borrowers of this Agreement or any of the other Loan Documents or any other document referred to or provided for herein or therein or to inspect the properties or books of the Borrowers or any other Person. Except for notices, reports and other documents and information expressly required to be furnished to the Banks by the Agent hereunder or under the other Loan Documents, the Agent shall not have any duty or responsibility to provide any Bank with any credit or other information concerning the affairs, financial condition or business of the Borrower or any other Person (or any of their Affiliates) which may come into the possession of the Agent.

SECTION 7.09. Failure to Act. Except for action expressly required of

the Agent hereunder or under the other Loan Documents, the Agent shall in all cases be fully justified in failing or refusing to act hereunder and thereunder unless it shall receive further assurances to its satisfaction by the Banks of their indemnification obligations under Section 7.05 against any and all liability and expense which may be incurred by the Agent by reason of taking, continuing to take, or failing to take any such action.

SECTION 7.10. Resignation or Removal of Agent. Subject to the

appointment and acceptance of a successor Agent as provided below, the Agent may resign at any time by giving notice thereof to the Banks and the Borrowers and the Agent may be removed at any time with or without cause by the Required Banks. Upon any such resignation or removal, the Required Banks shall have the right to appoint a successor Agent. If no successor Agent shall have been so appointed by the Required Banks and shall have accepted such appointment within 30 days after the

retiring Agent's notice of resignation or the Required Banks' removal of the retiring Agent, then the retiring Agent may, on behalf of the Banks, appoint a successor Agent. Any successor Agent shall be a bank which has a combined capital and surplus of at least \$1,000,000,000. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. After any retiring Agent's resignation or removal hereunder as Agent, the provisions of this Article VII shall continue in effect for its benefit in respect of any actions taken or

omitted to be taken by it while it was acting as the Agent hereunder.

ARTICLE VIII

CHANGE IN CIRCUMSTANCES; COMPENSATION

SECTION 8.01. Basis for Determining Interest Rate Inadequate or

Unfair. If on or prior to the first day of any Interest Period:

(a) the Agent determines that deposits in Dollars or any Foreign Currency (in the applicable amounts) are not being offered in the relevant market for such Interest Period, or

(b) the Required Banks advise the Agent that the London Interbank Offered Rate or IBOR, as the case may be, as determined by the Agent will not adequately and fairly reflect the cost to such Banks of funding the relevant type of Fixed Rate Loans for such Interest Period,

the Agent shall forthwith give notice thereof to the Borrowers and the Banks, whereupon until the Agent notifies the Borrower that the circumstances giving rise to such suspension no longer exist, the obligations of the Banks to make the type of Fixed Rate Loans specified in such notice shall be suspended. Unless the relevant Borrower notifies the Agent at least 2 Domestic Business Days before the date of any Borrowing of such type of Fixed Rate Loans for which a Notice of Borrowing has previously been given that it elects not to borrow on such date, such Borrowing shall instead be made as a Base Rate Borrowing.

SECTION 8.02. 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 Bank (or its Lending 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 Bank (or its Lending Office) to make, maintain or fund its Euro-Dollar Loans or Foreign Currency Loans and such Bank shall so notify the Agent, the Agent shall forthwith give notice thereof to the other Banks and the Borrowers, whereupon until such Bank notifies the Borrower and the Agent that the circumstances giving rise to such suspension no longer exist, the obligation of such Bank to make Euro-Dollar Loans or Foreign Currency Loans, as the case may be, shall be suspended. Before giving any notice to the Agent pursuant to this Section, such Bank shall designate a different Lending Office if such designation will avoid the need for giving such notice and will not, in the judgment of such Bank, be otherwise disadvantageous to such Bank. If such Bank shall determine that it may not lawfully continue to maintain and fund any of its outstanding Euro-Dollar Loans or Foreign Currency Loans, as the case may be, to maturity and shall so specify in such notice, the relevant Borrower shall immediately prepay in full the then outstanding principal amount of each Euro-Dollar Loan or Foreign Currency Loans, as the case may be, of such Bank, together with accrued interest thereon. Concurrently with prepaying each such Euro-Dollar Loan or Foreign Currency Loans, as the case may be, the relevant Borrower shall borrow a Base Rate Loan in an equal principal amount from such Bank (on which interest and principal shall be payable contemporaneously with the related Euro-Dollar Loans or Foreign Currency Loans, as the case may be, of the other Banks), and such Bank shall make such a Base Rate Loan.

SECTION 8.03. Increased Cost and Reduced Return. (a) If after the

date hereof, a Change of Law or compliance by any Bank (or its Lending 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 Euro-Dollar Loan, any reserve requirement described in the definition of Euro-Dollar Reserve Percentage in excess of the reserve requirement of the Agent, but excluding, with respect to any Foreign Currency Loan, any such requirement described in the definition of Adjusted IBOR Rate) against assets of, deposits with or for the account of, or credit extended by, any Bank (or its Lending Office); or

(ii) shall impose on any Bank (or its Lending Office) or on the United States market for certificates of deposit or the London interbank market any other condition affecting its Fixed Rate Loans, its Notes or its obligation to make Fixed Rate Loans;

and the result of any of the foregoing is to increase the cost to such Bank (or its Lending Office) of making or maintaining any Fixed Rate Loan, or to reduce the amount of any sum received or receivable by such Bank (or its Lending

Office) under this Agreement or under its Notes with respect thereto, by an amount deemed by such Bank to be material, then, within 15 days after demand by such Bank (with a copy to the Agent), the relevant Borrower shall pay to such Bank such additional amount or amounts as will compensate such Bank for such increased cost or reduction.

(b) If any Bank 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 Bank (or its Lending 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 Bank's capital as a consequence of its obligations hereunder to a level below that which such Bank could have achieved but for such adoption, change or compliance (taking into consideration such Bank's policies with respect to capital adequacy) by an amount deemed by such Bank to be material, then within 15 days after demand by such Bank (with a copy to the Agent), the Borrower shall pay to such Bank such additional amount or amounts as will compensate such Bank for such reduction, but in no event shall the Borrower be liable for amounts incurred more than 90 days prior to receipt of such demand.

(c) Each Bank will promptly notify the Borrowers and the Agent of any event of which it has knowledge, occurring after the date hereof, which will entitle such Bank to compensation pursuant to this Section and will designate a different Lending Office if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the judgment of such Bank, be otherwise disadvantageous to such Bank. A certificate of any Bank 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 Bank may use any reasonable averaging and attribution methods.

(d) Notwithstanding the foregoing, in the event the Borrowers are required to pay any Bank amounts pursuant to

Section 2.12, Section 8.02 or this Section 8.03 and the designation of a different Lending Office pursuant to Section 2.12, Section 8.02 or Section 8.03(c) will not avoid the need for compensation to such Bank (an "Affected Bank"), the Borrower may give notice to such Affected Bank (with copies to the Agent) that it wishes to seek one or more assignees (which may be one or more of the Banks) to assume the Commitment of such Affected Bank and to purchase its outstanding Loans and Notes; provided, that if there is more than one Affected

Bank which has requested substantially and proportionally equal compensation hereunder, the Borrower shall elect to seek an assignee to assume the Commitments of all such Affected Banks. Each Affected Bank agrees to sell its Commitment, Loans, Notes and interest in this Agreement in accordance with Section 9.08(c) to any such assignee for an amount equal to the sum of the outstanding unpaid principal of and accrued interest on such Loans and Notes, plus all other fees and amounts (including, without limitation, any compensation due to such Affected Banks under Section 2.12, Section 8.02 or this Section 8.03) due to such Affected Bank hereunder calculated, in each case, to the date such Loans, Notes and interest are purchased. Upon such sale or prepayment, each such Affected Bank shall have no further commitment or other obligation to the Borrower hereunder or under any Note.

(e) The provisions of this Section 8.03 (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 this Agreement and the payment in full or cancellation of the Notes.

SECTION 8.04. Base Rate Loans or Other Fixed Rate Loans Substituted

for Affected Fixed Rate Loans. If (i) the obligation of any Bank to make or

maintain any type of Fixed Rate Loans has been suspended pursuant to Section 8.02 or (ii) any Bank has demanded compensation under Section 8.03, and the Borrower shall, by at least 5 Euro-Dollar Business Days' or Foreign Currency Business Days, as applicable, prior notice to such Bank through the Agent, have elected that the provisions of this Section shall apply to such Bank, then, unless and until such Bank notifies the Borrower that the circumstances giving rise to such suspension or demand for compensation no longer apply:

(a) all Loans which would otherwise be made by such Bank as Euro-Dollar Loans or Foreign Currency Loans, as the case may be, shall be made instead as Base Rate Loans, except that if such demand for compensation relates to Foreign Currency Loans, but not Euro-Dollar Loans, as either Base Rate Loans or Euro-Dollar Loans, as the relevant Borrower may elect in the notice to such Bank through the Agent referred to hereinabove (in all cases interest and

principal on such Loans shall be payable contemporaneously with the related Fixed Rate Loans of the other Banks), and

(b) after each of its Euro-Dollar Loans or Foreign Currency Loans, as the case may be, has been repaid, all payments of principal which would otherwise be applied to repay such Fixed Rate Loans shall be applied to repay its Base Rate Loans instead.

SECTION 8.05. Compensation. Upon the request of any Bank, delivered

to the Borrower and the Agent, the Borrowers shall pay to such Bank such amount or amounts as shall compensate such Bank for any loss, cost or expense incurred by such Bank as a result of:

(a) any payment or prepayment (pursuant to Section 2.10, 2.11, 6.01, 8.02 or otherwise) of a Fixed Rate Loan on a date other than the last day of an Interest Period for such Fixed Rate Loan; or

(b) if the Banks have permitted prepayment of any Fixed Rate Loan, any failure by the relevant Borrower to prepay such Fixed Rate Loan on the date for such prepayment specified in the relevant notice of prepayment hereunder; or

(c) any failure by a Borrower to borrow a Fixed Rate Loan on the date for the Fixed Rate Borrowing of which such Fixed Rate Loan is a part specified in the applicable Notice of Borrowing delivered pursuant to Section 2.02 or notification of acceptance of Money Market Quotes pursuant to Section 2.03(e); or

(d) any failure by a Borrower to pay a Foreign Currency Loan in the applicable Foreign Currency;

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 borrowed for the period from the date of such payment, prepayment or failure to prepay or borrow to the last day of the then current Interest Period for such Fixed Rate Loan (or, in the case of a failure to prepay or borrow, the Interest Period for such Fixed Rate Loan which would have commenced on the date of such failure to prepay or borrow) at the applicable rate of interest for such Fixed Rate Loan provided for herein over (y) the amount of interest (as reasonably determined by such Bank) such Bank would have paid on (i) deposits in Dollars of comparable amounts having terms comparable to such period placed with it by leading banks in the London interbank market (if such Fixed Rate Loan is a Euro-Dollar Loan), or (ii) any deposit in a Foreign Currency of comparable amounts having terms comparable to such period placed with it by lending banks

in the applicable interbank market for such Foreign Currency (if such Fixed Rate Loan is a Foreign Currency Loan); or (B) any such loss, cost or expense incurred by such Bank in liquidating or closing out any foreign currency contract undertaken by such Bank in funding or maintaining such Fixed Rate Loan (if such Fixed Rate Loan is a Foreign Currency Loan).

SECTION 8.06. Failure to Pay in Foreign Currency. If any Borrower is

unable for any reason to effect payment in a Foreign Currency as required by this Agreement or if any Borrower shall default in the Foreign Currency, each Bank may, through the Agent, require such payment to be made in Dollars in the Dollar Equivalent amount of such payment. In any case in which any Borrower shall make such payment in Dollars, such Borrower agrees to hold the Banks harmless from any loss incurred by the Banks 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 8.07. Judgment Currency. If for the purpose of obtaining

judgment in any court or enforcing any such judgment it is necessary to convert any amount due in any Foreign Currency into any other currency, the rate of exchange used shall be the Agent's spot rate of exchange for the purchase of the Foreign Currency with such other currency at the close of business on the Foreign Currency Business Day preceding the date on which judgment is given or any order for payment is made. The obligation of the relevant Borrower in respect of any amount due from it hereunder shall, notwithstanding any judgment or order for a liquidated sum or sums in respect of amounts due hereunder or under any judgment or order in any other currency or otherwise be discharged only to the extent that on the Foreign Currency Business Day following receipt by the Agent of any payment in a currency other than the relevant Foreign Currency the Agent is able (in accordance with normal banking procedures) to purchase an amount of the relevant Foreign Currency with such other currency equal to the amount owed. If the amount of the relevant Foreign Currency that the Agent is able to purchase with such other currency is less than the amount due in the relevant Foreign Currency, notwithstanding any judgment or order, such Borrower shall indemnify the Banks for the shortfall.

SECTION 8.08. Limitation on Certain Payment Obligations. (a) Each

Bank or the Agent shall make written demand on any Borrower for indemnification or compensation pursuant to Section 8.03, 8.05 or 8.06 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 Bank or the Agent fails to give any Borrower notice within the applicable time limitation

prescribed in (a) above, neither such Borrower nor any other Borrower shall have any obligation to pay such claim for compensation or indemnification hereunder.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. Notices. 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 Agent under Article II or Article VIII

shall not be effective until received.

SECTION 9.02. No Waivers. No failure or delay by the Agent or any

Bank 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 9.03. Expenses; Documentary Taxes. The Borrowers shall pay

(i) all reasonable out-of-pocket expenses of the Agent, including actual fees and disbursements of special counsel for the Banks and the Agent, 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 out-of-pocket expenses incurred by the Agent and the Banks, including 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 out-of-pocket expenses incurred in enforcing this Agreement and

the other Loan Documents. The Borrowers shall indemnify the Agent and each Bank against any transfer taxes, documentary taxes, and other similar taxes, assessments or charges made by any Authority by reason of the execution and delivery of this Agreement or the other Loan Documents.

SECTION 9.04. Indemnification. The Borrowers shall indemnify the

Agent, the Banks 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 Borrowers of the proceeds of any extension of credit by any Bank hereunder or breach by the Borrowers of this Agreement or any other Loan Document or from any investigation, litigation (including, without limitation, any actions taken by the Agent or any of the Banks 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 Borrowers shall reimburse the Agent and each Bank, and each Affiliate thereof and their respective directors, officers, employees and agents, 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 wilful misconduct of the Person to be indemnified; provided, however, that a Borrower

shall not be liable under this Section 9.04 in connection with any claim under any cause of action by or against any Person indemnified under this Section 9.04 with respect to which and solely to the extent to which such Borrower or an Affiliate of such 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 9.05 Setoff; Sharing of Setoffs. (a) Each Borrower agrees

that the Agent and each Bank, and Wachovia as to the Swing Loan Note, shall have a lien for all indebtedness and obligations owing to them from such Borrower under the Loan Documents upon all deposits or deposit accounts, of any kind, or any interest in any deposits or deposit accounts thereof, now or hereafter pledged, mortgaged, transferred or assigned to the Agent or any such Bank or otherwise in the possession or control of the Agent or any such Bank for any purpose for the account or benefit of such Borrower and including any balance of any deposit account or of any credit of such Borrower with the Agent or any such Bank, whether now existing or hereafter established hereby authorizing the Agent and each Bank at any time or times during the continuation of an Event of Default with or without prior

notice to apply such balances or any part thereof to such of the indebtedness and obligations owing by such Borrower to the Banks and/or the Agent then past due and in such amounts as they may elect, and whether or not the collateral, if any, or the responsibility of other Persons primarily, secondarily or otherwise liable may be deemed adequate. For the purposes of this paragraph, all remittances and property shall be deemed to be in the possession of the Agent or any such Bank as soon as the same may be put in transit to it by mail or carrier or by other bailee.

(b) Each Bank agrees that if it shall, by exercising any right of setoff or counterclaim or resort to collateral security or otherwise, receive payment of a proportion of the aggregate amount of principal and interest owing with respect to the Note held by it which is greater than the proportion received by any other Bank in respect of the aggregate amount of all principal and interest owing with respect to the Note held by such other Bank, the Bank receiving such proportionately greater payment shall purchase such participations in the Notes held by the other Banks owing to such other Banks, and such other adjustments shall be made, as may be required so that all such payments of principal and interest with respect to the Notes held by the Banks owing to such other Banks shall be shared by the Banks pro rata; provided that

(i) nothing in this Section shall impair the right of any Bank to exercise any right of setoff or counterclaim it may have and to apply the amount subject to such exercise to the payment of indebtedness of the Borrower other than its indebtedness under the Notes, and (ii) if all or any portion of such payment received by the purchasing Bank is thereafter recovered from such purchasing Bank, such purchase from each other Bank shall be rescinded and such other Bank shall repay to the purchasing Bank the purchase price of such participation to the extent of such recovery together with an amount equal to such other Bank's ratable share (according to the proportion of (x) the amount of such other Bank's required repayment to (y) the total amount so recovered from the purchasing Bank) of any interest or other amount paid or payable by the purchasing Bank in respect of the total amount so recovered. Each Borrower agrees, to the fullest extent it may effectively do so under applicable law, that any holder of a participation in a Note, whether or not acquired pursuant to the foregoing arrangements, may exercise rights of setoff or counterclaim and other rights with respect to such participation as fully as if such holder of a participation were a direct creditor of such Borrower in the amount of such participation.

SECTION 9.06. Amendments and Waivers. (a) Any provision of this

Agreement, the Notes, the Parent Guaranty or any other Loan Documents may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the

Borrowers or the Parent (with respect to the Parent Guaranty) and the Required Banks (and, if the rights or duties of the Agent are affected thereby, by the Agent); provided that, no such amendment or waiver shall, unless signed by all

Banks, (i) change the Commitment of any Bank or subject any Bank to any additional obligation, (ii) change the principal of or rate of interest on any Loan or any fees (other than fees payable to the Agent) hereunder, (iii) change the date fixed for any payment of principal of or interest on any Loan or any fees hereunder, (iv) change the amount of principal, interest or fees due on any date fixed for the payment thereof, (v) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Notes, or the percentage of Banks, which shall be required for the Banks or any of them to take any action under this Section or any other provision of this Agreement, (vi) change the manner of application of any payments made under this Agreement or the Notes, or (vii) release any the Parent Guaranty or any other Guarantee given to support payment of the Loans.

(b) The Borrowers will not solicit, request or negotiate for or with respect to any proposed waiver or amendment of any of the provisions of this Agreement unless each Bank shall be informed thereof by the Borrowers and shall be afforded an opportunity of considering the same and shall be supplied by the Borrower with sufficient information to enable it to make an informed decision with respect thereto. Executed or true and correct copies of any waiver or consent effected pursuant to the provisions of this Agreement shall be delivered by the Borrowers to each Bank forthwith following the date on which the same

shall have been executed and delivered by the requisite percentage of Banks. The Borrowers will not, directly or indirectly, pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, to any Bank (in its capacity as such) as consideration for or as an inducement to the entering into by such Bank of any waiver or amendment of any of the terms and provisions of this Agreement unless such remuneration is concurrently paid, on the same terms, ratably to all such Banks.

SECTION 9.07. No Margin Stock Collateral. Each of the Banks

represents to the Agent and each of the other Banks that it in good faith is not, directly or indirectly (by negative pledge or otherwise), relying upon any Margin Stock as collateral in the extension or maintenance of the credit provided for in this Agreement.

SECTION 9.08. 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; provided that the Borrower may not assign or otherwise transfer any of its rights under this Agreement.

(b) Any Bank may at any time sell to one or more Persons (each a "Participant") participating interests in any Loan owing to such Bank, any Note held by such Bank, any Commitment hereunder or any other interest of such Bank hereunder. In the event of any such sale by a Bank of a participating interest to a Participant, such Bank's obligations under this Agreement shall remain unchanged, such Bank shall remain solely responsible for the performance thereof, such Bank shall remain the holder of any such Note for all purposes under this Agreement, and the Borrower and the Agent shall continue to deal solely and directly with such Bank in connection with such Bank's rights and obligations under this Agreement. In no event shall a Bank that sells a participation be obligated to the Participant to take or refrain from taking any action hereunder except that such Bank 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 loan or 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 loan or loans, (iii) the change of the principal of the related loan or 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 Loans, or (vi) the release of any Guarantee given to support payment of the Loans. The Borrowers agree that each Participant shall be entitled to the benefits of Article VIII with respect to its participation in Loans outstanding from time to time.

(c) Subject to the proviso set forth below, any Bank may at any time assign to one or more banks or financial institutions (each an "Assignee") all, or in the case of its Syndicated Loans and Commitments, a proportionate part of all its Syndicated Loans and Commitments, of its rights and obligations under this Agreement, the Notes and the other Loan Documents, and such Assignee shall assume all such rights and obligations, pursuant to an Assignment and Acceptance, executed by such Assignee, such transferor Bank and the Agent (and, in the case of an Assignee that is not then a Bank, subject to clause (iii) below, by the Parent); provided that (i) no interest may be sold by a Bank

pursuant to this paragraph (c) unless the Assignee shall agree to assume ratably equivalent portions of the transferor Bank's Commitment, (ii) if a Bank is assigning only a portion of its Commitment, then, the amount of the Commitment being assigned (determined as of the effective date of the assignment) shall be in an amount not less than \$15,000,000, (iii) except during the continuance of a Default, no interest may

be sold by a Bank pursuant to this paragraph (c) to any Assignee that is not then a Bank (or an Affiliate of a Bank) without the consent of the Borrower and the Agent, which consent shall not be unreasonably withheld, (iv) no Bank may have more than 2 Assignees that are not then Banks or Affiliates thereof at any one time, and (v) except during the continuance of a Default, the Agent may not assign more than 50% of its Commitment in effect as of the Closing Date. Upon (A) execution of the Assignment and Acceptance by such transferor Bank, such Assignee, the Agent and (if applicable) the Parent, (B) delivery of an executed copy of the Assignment and Acceptance to the Parent and the Agent, (C) payment by such Assignee to such transferor Bank of an amount equal to the purchase price agreed between such transferor Bank and such Assignee, and (D) payment of a processing and recordation fee of \$2,500 to the Agent, such Assignee shall for all purposes be a Bank party to this Agreement and shall have all the rights and obligations of a Bank under this Agreement to the same extent as if it were an original party hereto with a Commitment as set forth in such instrument of assumption, and the transferor Bank shall be released from its obligations hereunder to a corresponding extent, and no further consent or action by the Parent, the Banks or the Agent shall be required. Upon the consummation of any transfer to an Assignee pursuant to this paragraph (c), the transferor Bank, the Agent and the Borrowers shall make appropriate arrangements so that, if

required, new Notes are issued to such Assignee.

(d) Subject to the provisions of Section 9.09 (which shall be binding on each Transferee), the Borrowers authorize each Bank 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 such Bank's possession concerning the Borrowers which has been delivered to such Bank by the Borrowers pursuant to this Agreement or which has been delivered to such Bank by the Borrower in connection with such Bank's credit evaluation prior to entering into this Agreement.

(e) No Transferee shall be entitled to receive any greater payment under Section 2.12(d), Section 8.03, or Section 8.05 than the transferor Bank would have been entitled to receive with respect to the rights transferred as such transferred rights existed as of such date, unless such transfer is made (i) with the Borrower's prior written consent, (ii) by reason of the provisions of Section 8.02 or 8.03 requiring such Bank to designate a different Lending Office under certain circumstances, or (iii) at a time when the circumstances giving rise to such greater payment did not exist.

(f) Anything in this Section 9.08 to the contrary notwithstanding, any Bank may assign and pledge all or any

portion of the 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 Loans and/or obligations made by the Borrower to the assigning and/or pledging Bank in accordance with the terms of this Agreement shall satisfy the Borrowers' obligations hereunder in respect of such assigned Loans and/or obligations to the extent of such payment. No such assignment shall release the assigning and/or pledging Bank from its obligations hereunder.

SECTION 9.09. Confidentiality. Each Bank agrees to exercise

commercially reasonable efforts to keep any information delivered or made available by the Borrowers to it which is clearly indicated to be confidential information (including, without limitation, the information set forth in the Foreign Jurisdiction Letter, a copy of which has been delivered to each of the Banks prior to the Closing Date), confidential from anyone other than persons employed or retained by such Bank who are or are expected to become engaged in evaluating, approving, structuring or administering the Loans; provided, however

that nothing herein shall prevent any Bank from disclosing such information (i) to any other Bank, (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 Bank, (iv) which has been publicly disclosed, (v) to the extent reasonably required in connection with any litigation to which the Agent, any Bank 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 Bank'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 9.09; provided that should disclosure of any such confidential

information be required by virtue of clause (ii) of the immediately preceding sentence, any relevant Bank shall promptly notify the Borrowers of same (unless prohibited by such order in clause (ii)) so as to allow the Borrower to seek a protective order or to take any other appropriate action; provided, further,

that, no Bank shall be required to delay compliance with any directive to

disclose any such information so as to allow the Borrowers to effect any such action.

SECTION 9.10. Representation by Banks. Each Bank hereby represents

that it is a commercial lender or financial institution which makes Loans in the ordinary course of its business and that it will make its Loans hereunder for its own account in the ordinary course of such business; provided, however that,

subject to Section 9.08, the disposition of the

Note or Notes held by that Bank shall at all times be within its exclusive control.

SECTION 9.11. Obligations Several. The obligations of each Bank

hereunder are several, and no Bank shall be responsible for the obligations or commitment of any other Bank hereunder. Nothing contained in this Agreement and no action taken by the Banks pursuant hereto shall be deemed to constitute the Banks to be a partnership, an association, a joint venture or any other kind of entity. The amounts payable at any time hereunder to each Bank shall be a separate and independent debt, and each Bank shall be entitled to protect and enforce its rights arising out of this Agreement or any other Loan Document and

it shall not be necessary for any other Bank to be joined as an additional party in any proceeding for such purpose.

SECTION 9.12. Georgia Law. This Agreement and each Note shall be

construed in accordance with and governed by the law of the State of Georgia.

SECTION 9.13. Severability. In case any one or more of the provisions

contained in this Agreement, the Notes, the Parent Guaranty or any of the 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 9.14. 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 Notes 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 any Bank, then the excess sum (the "Excess") shall be credited as a payment of principal, unless a Borrower shall notify such Bank in writing that it elects to have the Excess returned forthwith. It is the express intent hereof that the Borrowers not pay and the Banks 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 Loans does not include the right to accelerate any interest that has not otherwise accrued on the date of such acceleration, and the Agent and the Banks do not intend to collect any unearned interest in the event of any such acceleration. All monies paid to the Agent or the Banks hereunder or under any of the Notes 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, each Borrower covenants

that (i) the credit or return of any Excess shall constitute the acceptance by such Borrower of such Excess, and (ii) such Borrower shall not seek or pursue any other remedy, legal or equitable, against the Agent or any Bank, 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 Agent or any Bank, all interest at any time contracted for, charged or received from the Borrower in connection with this Agreement, the Notes 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 Commitments. The Borrowers, the Agent and each Bank 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 Borrowers and all figures set forth therein shall, for the sole purpose of computing the extent of obligations hereunder and under the Notes and the other Loan Documents be automatically recomputed by the Borrowers, and by any court considering the same, to give effect to the adjustments or credits required by this Section.

SECTION 9.15. 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 9.16. Waiver of Jury Trial; Consent to Jurisdiction. Each

Borrower (a) and each of the Banks and the Agent 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 Notes and the other 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 Notes or the other Loan Documents, and (d) agrees that service of process may be

made upon it in the manner prescribed in Section 9.01 for the giving of notice to the Borrowers. Nothing herein contained, however, shall prevent the Agent from bringing any action or exercising any rights against any security and against the Borrower personally, and against any assets of the Borrowers, within any other state or jurisdiction.

SECTION 9.17. 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 9.18. Source of Funds -- ERISA. Each of the Banks hereby

severally (and not jointly) represents to the Borrowers that no part of the funds to be used by such Bank to fund the Loans hereunder from time to time constitutes (i) assets allocated to any separate account maintained by such Bank 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.

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.

EQUIFAX INC.

By: _____
Title:

1600 Peachtree Street, N.W.
Atlanta, Georgia 30309
Attention: Assistant Treasurer
Telecopier number: (404) 888-3528
Confirmation number: (404) 885-8059

COMMITMENTS
- - - - -

WACHOVIA BANK, N.A.,
as Agent and as a Bank (SEAL)

\$125,000,000

By: _____
Title:

Lending Office

191 Peachtree Street, N.E.
Atlanta, Georgia 30303-1757
Attention: Brad Marcus
Telecopier number: 404-332-5016
Confirmation number: 404-332-5920

NATIONSBANK, N.A.
as Co-Agent and as a Bank (SEAL)

\$87,500,000

By: _____
Title:

Lending Office

600 Peachtree Street, N.E.
21st Floor
Atlanta, Georgia 30308
Attention: Kathy Robinson
Telecopier number: 404-607-6484
Confirmation number: 404-607-5887

BANK OF AMERICA NT&SA
as Co-Agent and as a Bank (SEAL)

\$87,500,000

By: _____
Title:

Lending Office

1230 Peachtree Street
Suite 3800
Atlanta, Georgia 30309
Attention: Michelle Kacergis
Telecopier number: 404-249-6938
Confirmation number: 404-249-6906

SUNTRUST BANK, ATLANTA
as Co-Agent and as a Bank (SEAL)

\$87,500,000

By: _____
Title:

By: _____
Title:

Lending Office

25 Park Place
Atlanta, Georgia 30303
Attention: Brian Peters
Telecopier number: 404-588-8833
Confirmation number: 404-827-6118

THE FIRST NATIONAL BANK OF CHICAGO
as Co-Agent and as a Bank (SEAL)

\$87,500,000

By: _____
Title:

Lending Office

One First National Plaza
Suite 0374634
Chicago, Illinois 60670
Attention: Brett C. Neubert
Telecopier number: 312-732-2991
Confirmation number: 312-732-2752

CIBC INC.
as a Bank (SEAL)

\$70,000,000

By: _____
Title:

Lending Office

2727 Paces Ferry Road
Bldg. 2, Suite 1200
Atlanta, Georgia 30339
Attention: Roger Colden
Telecopier number: 770-319-4954
Confirmation number: 770-319-4902

CITIBANK, N.A.
as a Bank (SEAL)

\$45,000,000

By: _____
Title:

Lending Office

400 Perimeter Center Terrace
Suite 600
Atlanta, Georgia 30346
Attention: Bruce Simmons
Telecopier number: 770-668-8137
Confirmation number: 770-668-8108

BARCLAYS BANK
as a Bank (SEAL)

\$45,000,000

By: _____
Title:

Lending Office

75 Wall Street
New York, New York 10265
Attention: Terrance Bullock
Telecopier number: 212-412-7590
Confirmation number: 212-412-2554

MELLON BANK, N.A.
as a Bank (SEAL)

\$45,000,000

By: _____
Title:

Lending Office

One Mellon Bank Center
Room 4350
Pittsburgh, Pennsylvania 15258-0001
Attention: Chip Staub
Telecopier number: 412-236-1914
Confirmation number: 412-234-1068

BANK OF TOKYO-MITSUBISHI, LTD.
as a Bank (SEAL)

\$45,000,000

By: _____
Title:

Lending Office

133 Peachtree Street, N.E.
Suite 4970
Atlanta, Georgia 30303-1808
Attention: Bill Otott
Telecopier number: 404-577-1155
Confirmation number: 404-222-4208

THE FIRST UNION NATIONAL BANK
as a Bank (SEAL)

\$45,000,000

By: _____
Title:

Lending Office

999 Peachtree Street, N.E.
12th Floor
Atlanta, Georgia 30309
Attention: Johnathan D. Hook
Telecopier number: 404-225-4255
Confirmation number: 404-225-4055

TOTAL COMMITMENTS:
\$750,000,000

EXHIBIT A-1

FORM OF SYNDICATED DOLLAR NOTE
Atlanta, Georgia
_____, 1997

For value received, [INSERT BORROWER NAME], a [_____] corporation
(the "Borrower"), promises to pay to the order of _____, (the "Bank"),
for the account of its Lending Office, the principal sum of

_____ AND NO/100 DOLLARS (\$ _____), or such lesser amount as shall equal the unpaid principal amount of each Loan made by the Bank to the Borrower pursuant to the Credit Agreement referred to below, on the dates and in the amounts provided in the Credit Agreement. The Borrower promises to pay interest on the unpaid principal amount of this Syndicated Dollar Note on the dates and at the rate or rates provided for Syndicated Loans in the Credit Agreement. Interest on any overdue principal of and, to the extent permitted by law, overdue interest on the principal amount hereof shall bear interest at the Default Rate, as provided for in the Credit Agreement. All such payments of principal and interest shall be made in lawful money of the United States in Federal or other immediately available funds at the office of Wachovia Bank, N.A., 191 Peachtree Street, N.E., Atlanta, Georgia 30303-1757, or such other address as may be specified from time to time pursuant to the Credit Agreement.

All Loans made by the Bank, the respective maturities thereof, the interest rates from time to time applicable thereto, and all repayments of the principal thereof shall be recorded by the Bank and, prior to any transfer hereof, endorsed by the Bank on the schedule attached hereto, or on a continuation of such schedule attached to and made a part hereof; provided that ----- the failure of the Bank to make any such recordation or endorsement shall not affect the obligations of the Borrower hereunder or under the Credit Agreement.

This Syndicated Dollar Note is one of the Syndicated Dollar Notes referred to in the Credit Agreement dated as of November 21, 1997 among the Equifax Inc., its Wholly Owned Subsidiaries parties thereto, the Banks listed on the signature pages thereof and Wachovia Bank, N.A., as Agent (as the same may be amended and modified from time to time, the "Credit Agreement"). Terms defined in the Credit Agreement are used herein with the same meanings. Reference is made to the Credit Agreement for provisions for the optional and mandatory prepayment and the repayment hereof and the acceleration of the maturity hereof.

IN WITNESS WHEREOF, the Borrower has caused this Syndicated Dollar Note to be duly executed, under seal, by its duly authorized officer as of the day and year first above written.

[BORROWER]

(SEAL)

By: _____
Title:

Syndicated Dollar Note (cont'd)

SYNDICATED DOLLAR LOANS AND PAYMENTS OF PRINCIPAL

Base Rate, Amount Amount of
or Euro- of Principal Maturity Notation
Date Dollar Loan Loan Repaid Date Made By

For value received, [insert name of Borrower], a [] corporation (the "Borrower"), promises to pay to the order of WACHOVIA BANK, N.A., (the "Bank"), for the account of its Lending Office, the principal sum of THIRTY MILLION AND NO/100 DOLLARS (\$30,000,000), or such lesser amount as shall equal the unpaid principal amount of each Swing Loan made by the Bank to the Borrower pursuant to the Credit Agreement referred to below, on the dates and in the amounts provided in the Credit Agreement. The Borrower promises to pay interest on the unpaid principal amount of this Swing Loan Note at the rate provided for Swing Loans on the dates provided for in the Credit Agreement. Interest on any overdue principal of and, to the extent permitted by law, overdue interest on the principal amount hereof shall bear interest at the Default Rate, as provided for in the Credit Agreement. All such payments of principal and interest shall be made in lawful money of the United States in Federal or other immediately available funds at the office of Wachovia Bank, N.A., 191 Peachtree Street, N.E., Atlanta, Georgia-1757, or such other address as may be specified from time to time pursuant to the Credit Agreement.

All Swing Loans made by the Bank, the respective maturities thereof, and all repayments of the principal thereof shall be recorded by the Bank and, prior to any transfer hereof, endorsed by the Bank on the schedule attached hereto, or on a continuation of such schedule attached to and made a part hereof; provided that the failure of the Bank to make any such recordation or ----- endorsement shall not affect the obligations of the Borrower hereunder or under the Credit Agreement.

This Swing Loan Note is the Swing Loan Note referred to in the Credit Agreement dated as of even date herewith among the Borrower, the other Borrowers and the Banks listed on the signature pages thereof and Wachovia Bank, N.A., as Agent (as the same may be amended and modified from time to time, the "Credit Agreement"). Terms defined in the Credit Agreement are used herein with the same meanings. Reference is made to the Credit Agreement for provisions for the optional and mandatory prepayment and the repayment hereof and the acceleration of the maturity hereof.

IN WITNESS WHEREOF, the Borrower has caused this Swing Loan Note to be duly executed, under seal, by its duly authorized officer as of the day and year first above written.

[BORROWER] (SEAL)

By: _____ Title:

Swing Loan Note (cont'd)

SWING LOANS AND PAYMENTS OF PRINCIPAL

Table with 5 columns: Date, Amount of Loan, Amount of Principal Repaid, Maturity Date, Notation Made By. The table is mostly empty with dashed lines indicating the structure.

DOLLAR MONEY MARKET NOTE

Atlanta, Georgia

_____, 1997

For value received, [INSERT NAME OF BORROWER], a [_____] corporation (the "Borrower"), promises to pay to the order of _____, (the "Bank"), for the account of its Lending Office, the outstanding principal amount of each Dollar Money Market Loan made by the Bank to the Borrower pursuant to the Credit Agreement referred to below, on the dates and in the amounts provided in the Credit Agreement. The Borrower promises to pay interest on the unpaid principal amount of each Dollar Money Market Loan on the dates and at the rate or rates provided for in the Credit Agreement referred to below. Interest on any overdue principal of and, to the extent permitted by law, overdue interest on the principal amount hereof shall bear interest at the Default Rate, as provided for in the Credit Agreement. All such payments of principal and interest shall be made in lawful money of the United States in Federal or other immediately available funds at the office of Wachovia Bank, N.A., 191 Peachtree Street, N.E., Atlanta, Georgia 30303-1757, or such other address as may be specified from time to time pursuant to the Credit Agreement.

All Dollar Money Market Loans made by the Bank, the respective maturities thereof, the interest rates from time to time applicable thereto, and all repayments of the principal thereof shall be recorded by the Bank and, prior to any transfer hereof, endorsed by the Bank on the schedule attached hereto, or on a continuation of such schedule attached to and made a part hereof; provided that the failure of the Bank to make any such recordation or endorsement shall not affect the obligations of the Borrower hereunder or under the Credit Agreement.

This Dollar Money Market Note is one of the Dollar Money Market Notes referred to in the Credit Agreement dated as of November 21, 1997 among Equifax Inc., its Wholly Owned Subsidiaries parties thereto, the Banks listed on the signature pages thereof, Wachovia Bank, N.A., as Agent (as the same may be amended and modified from time to time, the "Credit Agreement"). Terms defined in the Credit Agreement are used herein with the same meanings. Reference is made to the Credit Agreement for provisions for the optional and mandatory prepayment and the repayment hereof and the acceleration of the maturity hereof.

IN WITNESS WHEREOF, the Borrower has caused this Dollar Money Market Note to be duly executed, under seal, by its duly authorized officer as of the day and year first above written.

[BORROWER]

(SEAL)

By: _____
Title:

Dollar Money Market Note (cont'd)

DOLLAR MONEY MARKET LOANS AND PAYMENTS OF PRINCIPAL

Date	Interest Rate	Amount of Loan	Amount of Principal Repaid	Stated Maturity Date	Notation Made By
------	---------------	----------------	----------------------------	----------------------	------------------

Table with 6 columns: Date, Interest Rate, Amount of Loan, Amount of Principal Repaid, Stated Maturity Date, Notation Made By. The table body is currently empty.

FORM OF SYNDICATED FOREIGN CURRENCY NOTE

Atlanta, Georgia

_____, 1997

For value received, [INSERT BORROWER NAME], a [] corporation (the "Borrower"), promises to pay to the order of _____, a _____ (the "Bank"), for the account of its Lending Office, the outstanding principal amount of the Syndicated Foreign Currency Loans made by the Bank to the Borrower as Syndicated Foreign Currency Loans pursuant to the Credit Agreement referred to below, on the dates and in the amounts provided in the Credit Agreement. The Borrower promises to pay interest on the unpaid principal amount of this Note on the dates and at the rate or rates provided for Syndicated Foreign Currency Loans in the Credit Agreement. Interest on any overdue principal of and, to the extent permitted by law, overdue interest on the principal amount hereof shall bear interest at the Default Rate, as provided for in the Credit Agreement. All such payments of principal and interest shall be made in lawful money of the applicable Foreign Currency in immediately available funds at the office of Wachovia Bank, N.A., 191 Peachtree Street, N.E., Atlanta, Georgia 30303-1757, or such other address as may be specified from time to time pursuant to the Credit Agreement.

All Syndicated Foreign Currency Loans made by the Bank, the respective maturities thereof, the Foreign Currency in which made, the interest rates from time to time applicable thereto, and all repayments of the principal thereof shall be recorded by the Bank and, prior to any transfer hereof, endorsed by the Bank on the schedule attached hereto, or on a continuation of such schedule attached to and made a part hereof; provided that the failure of the Bank to make any such recordation or endorsement shall not affect the obligations of the Borrower hereunder or under the Credit Agreement.

This Note is one of the Syndicated Foreign Currency Notes referred to in the Credit Agreement dated as November 21, 1997 among the Borrower, the other Borrowers and the Banks listed on the signature pages thereof and Wachovia Bank, N.A., as Agent (as the same may be amended and modified from time to time, the "Credit Agreement"). Terms defined in the Credit Agreement are used herein with the same meanings. Reference is made to the Credit Agreement for provisions for the optional and mandatory prepayment and the repayment hereof and the acceleration of the maturity hereof.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, under seal, by its duly authorized officer as of the day and year first above written.

[BORROWER]

(SEAL)

By: _____
Title: _____

Syndicated Foreign Currency Note (cont'd)

SYNDICATED FOREIGN CURRENCY LOANS AND PAYMENTS OF PRINCIPAL

Date	Interest Rate	Amount of Loan and Currency	Amount of Principal Repaid	Maturity Date	Notation Made By
------	---------------	-----------------------------	----------------------------	---------------	------------------

EXHIBIT B

OPINION OF
COUNSEL FOR THE BORROWER

[Dated as provided in Section 3.01 of the Credit Agreement]

To the Banks and the Agent
Referred to Below
c/o Wachovia Bank, N.A.,
as Agent
191 Peachtree Street, N.E.
Atlanta, Georgia 30303-1757
Attn: Syndications Group

Dear Sirs:

We have served as special counsel for Equifax, Inc., a Georgia corporation (the "BORROWER"), in connection with the Credit Agreement (the "CREDIT AGREEMENT"), dated as of November 21, 1997, among the Borrower, the Banks listed on the signature pages thereof and Wachovia Bank, N.A., as Agent. Capitalized terms used herein and not otherwise defined herein are used herein with the meanings ascribed to them in the Credit Agreement and in the Interpretative Standards (as defined below); provided, however, that in the event of any conflict between the definitions contained in the Credit Agreement (on the one hand) and those contained in the Interpretative Standards (on the other hand), the definitions in the Credit Agreement shall control.

This opinion letter is limited by, and is in accordance with, the January 1, 1992 edition of the Interpretative Standards applicable to Legal Opinions to Third Parties in Corporate Transactions adopted by the Legal Opinion Committee of the Corporate and Banking Law Section of the State Bar of Georgia (the "INTERPRETATIVE STANDARDS"), which Interpretative Standards are incorporated in this opinion letter by this reference.

In connection with this representation, we have examined fully executed counterparts of the following documents (items (a) through (c) below are hereinafter referred to collectively as the "CREDIT DOCUMENTS"):

The Credit Agreement; The Notes, dated as of November 21, 1997, from the Borrower to each of the Lenders; The Parent Guaranty, dated as of November 21, 1997, from the Borrower; and The

other documents and material written agreements listed on Schedule I attached

hereto.

In the capacity described above, we also have considered such matters of law and of fact, together with such other records and documents of the Borrower, certificates of officers or other representatives of the Borrower, certificates of public officials, and such other documents as we have deemed appropriate for the opinions and confirmations herein set forth.

The opinions set forth herein are limited to the laws of the State of Georgia (the "STATE") and any applicable federal laws of the United States.

Based upon the foregoing, and subject to the other exceptions, assumptions and qualifications set forth or incorporated herein by reference, it is our opinion that:

1. The Borrower was duly organized as a corporation, and is existing, and in good standing, under the laws of the State.
2. The Borrower has the corporate power to execute and deliver the

Credit Documents, to perform its obligations thereunder, to own and use its Assets and to conduct its business.

3. The Borrower has duly authorized the execution and delivery of the Credit Documents and all performance by it thereunder.

4. The Borrower has duly executed and delivered the Credit Documents.

5. The execution and delivery by the Borrower of the Credit Documents to which it is a party do not, and if the Borrower were now to perform its obligations thereunder, such performance would not, result in any:

(i) violation of the Articles of Incorporation or By-Laws of the Borrower;

(ii) violation of any existing United States federal or State constitution, statute, regulation, rule, order or law to which the Borrower or its Assets are subject;

(iii) breach of or default of any material written agreements;

(iv) creation or imposition of any contractual lien or security interest in, on or against the Borrower's Assets under any material written agreements (except as they may be contemplated by the Credit Documents); or

(v) violation of any judicial or administrative decree, writ, judgment or order to which, to our knowledge, the Borrower or its Assets are subject.

With your permission, we have assumed that the term "material written agreements" used in clauses (iii) and (iv) above includes only those agreements listed as such on Schedule I attached hereto.

6. No consent, approval, authorization or other action by, or notice to or filing with, any court or administrative or governmental body of the United States or the State is required in connection with the execution and delivery by the Borrower of the Credit Documents to which it is a party or the incurrence by the Borrower of its obligations thereunder, except such consents, approvals, authorizations, registrations or filings as have been made or obtained and are in full force and effect.

7. Each Credit Document is enforceable against the Borrower.

8. To our knowledge, neither the Borrower nor any of the its Subsidiaries is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

9. To be best of our knowledge, neither the Borrower nor any of its Subsidiaries 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.

Based upon the foregoing, and subject to the other exceptions, assumptions and qualifications set forth or incorporated by reference herein, we hereby confirm to you that, to our knowledge, no litigation or other proceedings against the Borrower or any of its Subsidiaries is pending or overtly threatened by written communication to such person except such litigation or other proceeds as are disclosed on Schedule I to the Credit Agreement as in effect on this

date.

This opinion letter has been delivered solely for the benefit of the addressees and their respective Transferees and counsel (including Jones, Day, Reavis & Pogue) pursuant to the Credit Agreement and may not be relied upon by any other person or entity or for any other purpose without the express written permission of the undersigned.

Very truly yours,

EXHIBIT C

OPINION OF
JONES, DAY, REAVIS & POGUE, SPECIAL COUNSEL
FOR THE AGENT

[Dated as provided in Section 3.01 of the Credit Agreement]

To the Banks and the Agent
Referred to Below

c/o Wachovia Bank, N.A.,
as Agent
191 Peachtree Street, N.E.
Atlanta, Georgia 30303-1757
Attn: Syndications Group

Dear Sirs:

We have participated in the preparation of the Credit Agreement (the "Credit Agreement") dated as of November 21, 1997, among Equifax Inc., a Georgia corporation (the "Parent"), its Wholly Owned Subsidiaries parties thereto (together with the Parent, in its capacity as a borrower, the "Borrowers"), the banks listed on the signature pages thereof (the "Banks") and Wachovia Bank, N.A., as Agent (the "Agent"), and have acted as special counsel for the Agent for the purpose of rendering this opinion pursuant to Section 3.01(d) of the Credit Agreement. Terms defined in the Credit Agreement are used herein as therein defined.

This opinion letter is limited by, and is in accordance with, the January 1, 1992 edition of the Interpretive Standards applicable to Legal Opinions to Third Parties in Corporate Transactions adopted by the Legal Opinion Committee of the Corporate and Banking Law Section of the State Bar of Georgia which Interpretive Standards are incorporated herein by this reference.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, corporate records, certificates of public officials and other instruments and have conducted such other investigations of fact and law as we have deemed necessary or advisable for purposes of this opinion.

Upon the basis of the foregoing, and assuming the due authorization, execution and delivery of the Credit Agreement and each of the Notes by or on behalf of the Borrower, and the Parent Guaranty by the Parent, we are of the opinion that the Credit Agreement constitutes a valid and binding agreement of the Borrower

each Note constitutes a valid and binding obligations of the Borrower, and the Parent Guaranty constitutes a valid and binding obligations of the Parent, in each case enforceable in accordance with its terms except as: (i) the enforceability thereof may be affected by bankruptcy, insolvency, reorganization, fraudulent conveyance, voidable preference, moratorium or similar laws applicable to creditors' rights or the collection of debtors' obligations generally; (ii) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability; and (iii) the enforceability of certain of the remedial, waiver and other provisions of the Credit Agreement and the Notes may be further limited by the laws of the State of Georgia; provided, however, such additional laws do not, in our opinion, substantially interfere with the practical realization of the benefits expressed in the Credit Agreement, the Notes and the Parent Guaranty, except for the economic consequences of any procedural delay which may result from such laws.

In giving the foregoing opinion, we express no opinion as to the effect (if any) of any law of any jurisdiction except the State of Georgia. We express no opinion as to the effect of the compliance or noncompliance of the Agent or any of the Banks with any state or federal laws or regulations applicable to the Agent or any of the Banks by reason of the legal or regulatory status or the nature of the business of the Agent or any of the Banks.

This opinion is delivered to you in connection with the transaction referenced above and may only be relied upon by you and any Assignee, Participant or other Transferee under the Credit Agreement without our prior written consent.

Very truly yours,

EXHIBIT D

ASSIGNMENT AND ACCEPTANCE

Dated _____, _____

Reference is made to the Credit Agreement dated as of November 21, 1997 (together with all amendments and modifications thereto, the "Credit Agreement") among Equifax Inc., its Wholly Owned Subsidiaries parties thereto (the "Borrowers"), the Banks from time to time parties thereto and Wachovia Bank, N.A., as Agent (the "Agent"). Terms defined in the Credit Agreement are used herein with the same meaning.

_____ (the "Assignor")
and _____ (the "Assignee") agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, without recourse to the Assignor, and the Assignee hereby purchases and assumes from the

Assignor, a _____% interest in and to all of the Assignor's rights and obligations under the Credit Agreement as of the Effective Date (as defined below) (including, without limitation, a _____% interest (which on the Effective Date hereof is \$ _____) in the Assignor's Commitment and a _____ interest (which on the Effective Date hereof is \$ _____) in the Syndicated Loans and Money Market Loans owing to the Assignor and a _____% interest in the Notes held by the Assignor (which on the Effective Date hereof is in the amount and the Dollar Equivalent of \$ _____).

2. The Assignor (i) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document furnished pursuant thereto, other than that it is the legal and beneficial owner of the interest being assigned by it hereunder, that such interest is free and clear of any adverse claim and that as of the date hereof its Commitment (without giving effect to assignments thereof which have not yet become effective) is \$ _____ and the aggregate outstanding principal amount of Syndicated Loans owing to it is \$ _____ [the aggregate principal amount of Dollar Money Market Loans owing to it is \$ _____ and the aggregate principal amount of Foreign Currency Money Market Loans owing to it is the Dollar Equivalent of \$ _____] (without giving effect to assignments thereof which have not yet become effective); (ii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or the performance or observance by the Borrower of any of its obligations under the Credit Agreement or any other instrument

or document furnished pursuant thereto; and (iii) attaches the Note[s] referred to in paragraph 1 above and requests that the Agent exchange such Note[s] for [(x)] a new Syndicated Dollar Note dated _____, _____ in the principal amount of \$ _____, a new Syndicated Foreign Currency Note dated _____, _____, a new Dollar Money Market Note dated _____, _____, and a new Foreign Currency Money Market Note dated _____, _____, each payable to the order of the Assignee [and (y) a new Syndicated Dollar Note dated _____, _____ in the principal amount of \$ _____, a new Syndicated Foreign Currency Note dated _____, _____, a new Dollar Money Market Note dated _____, _____ and a new Foreign Currency Money Market Note dated _____, _____, each payable to the order of the Assignor].

3. The Assignee (i) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Section 4.04(a) thereof (or any more recent financial statements of the Borrower delivered pursuant to Section 5.01(a) or (b) thereof) and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (ii) agrees that it will, independently and without reliance upon the Agent, the Assignor or any other Bank and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) confirms that it is a bank or financial institution; (iv) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto; (v) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Bank; (vi) specifies as its Lending Office (and address for notices) the office set forth beneath its name on the signature pages hereof, (vii) represents and warrants that the execution, delivery and performance of this Assignment and Acceptance are within its corporate powers and have been duly authorized by all necessary corporate action (viii) makes the representation and warranty contained in Section 9.18 of the Credit Agreement [, and (ix) attaches the forms prescribed by the Internal Revenue Service of the United States certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the Credit Agreement and the Notes or such other documents as are necessary to indicate that all such payments are subject to such taxes at a rate reduced by an applicable tax treaty].

4. The Effective Date for this Assignment and Acceptance shall be _____, _____ (the "Effective Date"). Following the execution of this Assignment and Acceptance, it will be delivered

to the Agent for execution and acceptance by the Agent and to the Borrower for execution by the Borrower.

5. Upon such execution and acceptance by the Agent [and execution by the Parent] [If required by the Credit Agreement], from and after the Effective Date, (i) the Assignee shall be a party to the Credit Agreement and, to the extent rights and obligations have been transferred to it by this Assignment and Acceptance, have the rights and obligations of a Bank thereunder and (ii) the Assignor shall, to the extent its rights and obligations have been transferred to the Assignee by this Assignment and Acceptance, relinquish its rights (other than under Sections 8.03, 9.03 and 9.04 of the Credit Agreement) and be released from its obligations under the Credit Agreement.

6. Upon such execution and acceptance by the Agent [and execution by the Parent] [If required by the Credit Agreement], from and after the Effective Date, the Agent shall make all payments in respect of the interest assigned hereby to the Assignee. The Assignor and Assignee shall make all appropriate adjustments in payments for periods prior to such acceptance by the Agent directly between themselves.

7. This Assignment and Acceptance shall be governed by, and construed in accordance with, the laws of the State of Georgia.

[NAME OF ASSIGNOR]

By: _____
Title:

[NAME OF ASSIGNEE]

By: _____
Title:

Lending Office:
[Address]

WACHOVIA BANK, N.A.,
As Agent

By: _____
Title:

[EQUIFAX INC.]
IF REQUIRED BY THE CREDIT AGREEMENT.

By: _____
Title:

EXHIBIT E

NOTICE OF BORROWING

_____, 199__

Wachovia Bank, N.A., as Agent
191 Peachtree Street, N.E.
Atlanta, Georgia 30303-1757
Attention: Syndications Group

Re: Credit Agreement (as amended and modified from time to time, the "Credit Agreement") dated as of November 21, 1997 by and among Equifax Inc., its Wholly Owned Subsidiaries parties thereto, the Banks from time to time parties thereto, and Wachovia Bank, N.A., as Agent.

Gentlemen:

Unless otherwise defined herein, capitalized terms used herein shall have the meanings attributable thereto in the Credit Agreement.

This Notice of Borrowing is delivered to you pursuant to Section 2.02 of the Credit Agreement.

On behalf of [INSERT NAME OF BORROWER], the Parent hereby requests a [Euro-Dollar Borrowing] [Base Rate Borrowing] [Swing Loan Borrowing] [Syndicated Foreign Currency Borrowing] [specify Foreign Currency] in the aggregate principal amount [Dollar Equivalent] of \$_____ to be made on _____, _____, and for interest to accrue thereon at the rate established by the Credit Agreement for [Euro-Dollar Loans] [Base Rate Loans] [Syndicated Foreign Currency Loans]. The duration of the Interest Period with respect thereto (other than Swing Loan Borrowings bearing interest at the Wachovia Alternative Rate which have an Interest Period of 5 Domestic Business Days) shall be [1 month] [2 months] [3 months] [6 months] [30 days]. The Borrowing requested hereunder for [insert name of Borrower] shall be advanced to such Borrower in [insert name of country from Foreign Jurisdiction Letter].

The Aggregate Outstanding Loans on the date hereof, without giving effect to the Borrowing requested hereby, is [less than] [equal to or greater than] 66

2/3% of the Aggregate Commitments.

The Parent's current Debt Rating is [_____].

The Borrower, through the Parent, has caused this Notice of Borrowing to be executed and delivered by its duly authorized officer this ____ day of _____, ____.

EQUIFAX INC.

By: _____
Title:

EXHIBIT F

COMPLIANCE CERTIFICATE

Reference is made to the Credit Agreement dated as of November 21, 1997 (as modified and supplemented and in effect from time to time, the "Credit Agreement") among Equifax Inc., its Wholly Owned Subsidiaries parties thereto, the Banks from time to time parties thereto, Wachovia Bank, N.A., as Agent. Capitalized terms used herein shall have the meanings ascribed thereto in the Credit Agreement.

Pursuant to Section 5.01(c) of the Credit Agreement, (i) _____, the duly authorized _____ of Equifax Inc. hereby certifies to the Agent and the Banks as required by Section 5.01(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 Agent and the Banks as required by Section 5.01(c) that to the knowledge of such officer, no Default is in existence on and as of the date hereof and (B) restates and reaffirms as required by Section 5.01(c) that to the knowledge of such officer, the representations and warranties contained in Article IV of the Credit Agreement are true on and as of the date hereof (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.

Dated this ____ day of _____, 199/200__.

EQUIFAX INC.

By: _____
Title:

COMPLIANCE CHECK LIST
Equifax Inc.

[TO BE COMPLETED]

EXHIBIT G

CLOSING CERTIFICATE

Reference is made to the Credit Agreement (the "Credit Agreement") dated as of November 21, 1997, among Equifax Inc., its Wholly Owned Subsidiaries parties thereto, the Banks listed therein, and Wachovia Bank, N.A., as Agent. Capitalized terms used herein have the meanings ascribed thereto in the Credit Agreement.

Pursuant to Section 3.01(e) of the Credit Agreement, _____, the duly authorized _____ of Equifax Inc. hereby certifies to the Agent and the Banks as required by Section 3.01(e) that (i) no Default has occurred and is continuing as of the date hereof, and (ii) the representations and warranties contained in Article IV of the Credit Agreement are true on and as of the date hereof (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.

Certified as of this 21st day of November, 1997.

EQUIFAX INC.

By: _____
Printed Name: _____
Title: _____

EXHIBIT H

MONEY MARKET QUOTE REQUEST

Wachovia Bank, N.A.,
as Agent
191 Peachtree Street, N.E.
Atlanta, Georgia 30303-1757
Attention: Syndications Group

Re: Money Market Quote Request

This Money Market Quote Request is given in accordance with Section 2.03 of the Credit Agreement (as amended or modified from time to time, the "Credit Agreement") dated as of November 21, 1997 among EQUIFAX INC, its Wholly Owned Subsidiaries parties thereto, the Banks from time to time parties thereto, and WACHOVIA BANK, N.A., as Agent. Terms defined in the Credit Agreement are used herein as defined therein.

The Parent, on behalf of the Borrower listed below, hereby requests that the Agent obtain quotes for a Money Market Borrowing based upon the following:

1. The Borrower for the requested Money Market Borrowing is _____, a _____ corporation, and the proposed date of the Money Market Borrowing shall be _____, ____ (the "Money Market Borrowing Date")./1/*
2. The Money Market Borrowing shall be [a Dollar Money Market Borrowing] [a Foreign Currency Money Market Borrowing to be made in the following Foreign Currency: _____].
3. The aggregate amount of the [Dollar Money Market Borrowing] [Foreign Currency Money Market Borrowing] shall be [[_] _____, being the Dollar Equivalent of] \$ _____./2/
4. The Stated Maturity Date(s) applicable to the Money Market Borrowing shall be _____ days./3/

* All numbered footnotes appear on the last page of this Exhibit H.

Very truly yours,

EQUIFAX INC., on behalf of the
above named Borrower.

By: _____
Title: _____

- /1/ The date must be a Euro-Dollar Business Day, with respect to a Dollar Money Market Borrowing, or a Foreign Currency Business Day, with respect to a Foreign Currency Money Market Borrowing.
- /2/ The amount of the Money Market Borrowing is subject to Section 2.03(a) and (b).
- /3/ The Stated Maturity Dates are subject to Section 2.03(b) (ii) (B). The Borrower may request that up to 2 different Stated Maturity Dates be applicable to any Money Market Borrowing, provided that (i) each such Stated Maturity Date shall be deemed to be a separate Money Market Quote Request and (ii) the Borrower shall specify the amounts of such Money Market Borrowing to be subject to each such different Stated Maturity Date.

EXHIBIT I

MONEY MARKET QUOTE

Wachovia Bank, N.A.,
as Agent

191 Peachtree Street, N.E.
Atlanta, Georgia 30303-1757
Attention: Syndications Group

Re: Money Market Quote to [name of requesting Borrower]

This Money Market Quote is given in accordance with Section 2.03(c)(ii) of the Credit Agreement (as amended or modified from time to time, the "Credit Agreement") dated as of November 21, 1997, among EQUIFAX INC. and its Wholly Owned Subsidiaries parties thereto (the "Borrowers"), the Banks from time to time parties thereto, and WACHOVIA BANK, N.A., as Agent. Terms defined in the Credit Agreement are used herein as defined therein.

In response to the Money Market Quote Request of Equifax Inc. on behalf of [name of requesting Borrower] dated _____, ____, we hereby make the following Money Market Quote on the following terms:

- 1. Quoting Bank:
- 2. Person to contact
at Quoting Bank:
- 3. Date of Money Market Borrowing:/1/*

4. We hereby offer to make Money Market Loan(s) in the following maximum principal amounts for the following Interest Periods and at the following rates:

Maximum Principal Amount /2/ -----	Stated Maturity Date /3/ -----	Rate Per Annum/4/ -----
---	---	----------------------------

5. Applicable withholding taxes, if any:

6. Total "all-in" rate (excluding the Adjusted IBOR Rate if a Foreign Currency Money Market Borrowing):

* All numbered footnotes appear on the last page of this Exhibit I.

We understand and agree that the offer(s) set forth above, subject to the satisfaction of the applicable conditions set forth in the Credit Agreement, irrevocably obligate(s) us to make the Money Market Loan(s) for which any offer(s) [is] [are] accepted, in whole or in part (subject to the last sentence of Section 2.03(c)(i) of the Credit Agreement).

Very truly yours,

[Name of Bank]

Dated: _____
By: _____
Authorized Officer

- /1/ As specified in the related Money Market Quote Request.
- /2/ The principal amount bid for each Stated Maturity Date may not exceed the principal amount requested. Money Market Quotes must be made for at least (x) with respect to a Dollar Money Market Borrowing, \$5,000,000 or a larger multiple of \$1,000,000 and (y) with respect to a Foreign Currency Money Market Borrowing, the Dollar Equivalent of \$5,000,000 or a larger multiple of the Dollar Equivalent of \$1,000,000.
- /3/ The Stated Maturity Dates are subject to Section 2.03(b)(iii).
- /4/ Subject to Section 2.03(c)(ii)(C).

EXHIBIT J

THIS GUARANTY (this "Guaranty") is made as of the 21st day of November, 1997, by EQUIFAX INC., a Georgia corporation (the "Guarantor") in favor of the Agent, for the ratable benefit of the Banks, under the Credit Agreement referred to below;

W I T N E S S E T H

WHEREAS, pursuant to a Credit Agreement dated as of even date herewith (as amended or modified from time to time, the "Credit Agreement"), the Guarantor, as a Borrower, its Wholly Owned Subsidiaries parties thereto, as Borrowers thereunder from time to time (all such Borrowers, other than the Guarantor, being collectively or individually, as the context shall require, referred to as the "Principal" or the "Principals"), the Banks parties thereto from time to time, and WACHOVIA BANK, N.A., as Agent (the "Agent"), the Banks have provided, subject to the terms and conditions thereof, for extensions of credit to be made by the Banks to the Principals and the Guarantor for the benefit of the Principals and of the Guarantor;

WHEREAS, it is a condition precedent to the Agent and the Banks executing the Credit Agreement that the Guarantor execute and deliver this Guaranty whereby the Guarantor shall guarantee the payment when due of all principal, interest and other amounts that shall be at any time payable by the Principals under the Credit Agreement, the Notes and the other Loan Documents; and

WHEREAS, in consideration of the financial and other support that the Principals have provided, and such financial and other support as the Principals may in the future provide, to Guarantor, and in order to induce the Banks and the Agent to enter into the Credit Agreement, the Guarantor is willing to guarantee the obligations of the Principals under the Credit Agreement, the Notes, and the other Loan Documents;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Terms defined in the Credit Agreement and not

otherwise defined herein have, as used herein, the respective meanings provided for therein.

SECTION 2. Representations and Warranties. The Guarantor incorporates

herein by reference as fully as if set forth herein all of its representations and warranties contained in Article V of the Credit Agreement (which representations and warranties shall be deemed to have been renewed by the Guarantor upon each Borrowing under the Credit Agreement).

SECTION 3. The Guaranty. The Guarantor hereby unconditionally and

irrevocably guarantees the full and punctual payment when due (whether at stated maturity, upon acceleration or otherwise) of the principal of and interest on each Note issued by the Principals pursuant to the Credit Agreement, and the full and punctual payment when due of all other amounts payable by the Principals under the Credit Agreement and the other Loan Documents, including without limitation, all fees, costs, expenses, compensation amounts and indemnification amounts (all of the foregoing obligations being referred to collectively as the "Guaranteed Obligations"). Upon failure by the Principals to pay punctually any such amount when due, the Guarantor agrees that it shall forthwith on demand pay the amount not so paid at the relevant place and in the manner and relevant currency specified in the Credit Agreement, the relevant Note or the relevant Loan Document, as the case may be, together with interest on amounts recoverable under this Guaranty from the time such amounts become due until payment, at the Default Rate as provided in the Credit Agreement.

SECTION 4. Guaranty Unconditional. The obligations of the Guarantor

hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(i) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Principals under the Credit Agreement, any Note, or any other Loan Document, by operation of law or otherwise or any obligation of any other guarantor of any of the Obligations;

(ii) any modification or amendment of or supplement to the Credit Agreement, any Note, or any other Loan Document;

(iii) any release, nonperfection or invalidity of any direct or indirect security for any obligation of the Principals under the Credit Agreement, any Note, any Loan Document, or any obligations of any other guarantor of any of the Guaranteed Obligations;

(iv) any change in the corporate existence, structure or ownership of the Principals or any other guarantor of any of the Guaranteed Obligations, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Principals, or any other guarantor of the Guaranteed Obligations, or its assets or any resulting release or discharge of any obligation of the Principals, or any other guarantor of any of the Guaranteed Obligations;

(v) the existence of any claim, setoff or other rights which the Guarantor may have at any time against the Principals, any other guarantor of any of the Guaranteed Obligations, the Agent, any Bank or any other Person, whether in connection herewith or any unrelated transactions, provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(vi) any invalidity or unenforceability relating to or against the Principals, or any other guarantor of any of the Guaranteed Obligations, for any reason related to the Credit Agreement, any other Loan Document, or any other Guaranty, or the lack of legal existence of any Principal, or any provision of applicable law or regulation purporting to prohibit or make illegal the payment by the Principals, or any other guarantor of the Guaranteed Obligations, of the principal of or interest on any Note or any other amount payable by the Principals under the Credit Agreement, the Notes, or any other Loan Document, or the performance of any other obligation or undertaking of any of the Principals under the Credit Agreement, any other Loan Document, or any other Guaranty or otherwise making any of the Guaranteed Obligations irrecoverable from any of the Principals for any reason;

(vii) any law, regulation, order, decree or directive (whether or not having the force of law) or any interpretation thereof, now or hereafter in effect in any jurisdiction, that purports to modify any of the terms of or rights of any Bank with respect to any Guaranteed Obligation or under the Credit Agreement or any other Loan Document or this Guaranty, including without limitation any law, regulation, order, decree or directive or interpretation thereof that purports to require or permit the satisfaction of any Guaranteed Obligation other than strictly in accordance with the terms of the Credit Agreement or any other Loan Document (such as by the tender of a currency other than the relevant Foreign Currency) or that restricts the procurement of the Foreign Currency by any Borrower or the Guarantor, or any agreement, whether or not signed by or on behalf of any Bank, in connection with the

restructuring or rescheduling of public or private obligations in any Borrower's country, whether or not such agreement is stated to cause or permit the discharge of the Guaranteed Obligations prior to the final payment in full of the Guaranteed Obligations in the relevant Foreign Currency in strict accordance with the Credit Agreement or other Loan Documents; or

(viii) any other act or omission to act or delay of any kind by the Principals, any other guarantor of the Guaranteed Obligations, the Agent, any Bank or any other Person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the Guarantor's obligations hereunder.

SECTION 5. Discharge Only Upon Payment In Full; Reinstatement In

Certain Circumstances. The Guarantor's obligations hereunder shall remain in

full force and effect until all Guaranteed Obligations shall have been paid in full and the Commitments under the Credit Agreement shall have terminated or expired. If at any time any payment of the principal of or interest on any Note or any other amount payable by the Principals under the Credit Agreement or any other Loan Document is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Principals or otherwise, the Guarantor's obligations hereunder with respect to such payment shall be reinstated as though such payment had been due but not made at such time.

SECTION 6. Waiver of Notice by the Guarantor. The Guarantor

irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against the Principals, any other guarantor of the Guaranteed Obligations, or any other Person.

SECTION 7. Stay of Acceleration. If acceleration of the time for

payment of any amount payable by the Principals under the Credit Agreement, any Note or any other Loan Document is stayed upon the insolvency, bankruptcy or reorganization of the Principals, all such amounts otherwise subject to acceleration under the terms of the Credit Agreement, any Note or any other Loan Document shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Agent made at the request of the Required Banks.

SECTION 8. Notices. All notices, requests and other communications to

any party hereunder shall be given or made by telecopier or other writing and telecopied or mailed or delivered to the intended recipient at its address

or telecopier number set forth on the signature pages hereof or such other address or telecopy number as such party may hereafter specify for such purpose by notice to the Agent in accordance with the provisions of Section 9.01 of the Credit Agreement. Except as otherwise provided in this Guaranty, all such communications shall be deemed to have been duly given when transmitted by telecopier, or personally delivered or, in the case of a mailed notice, 72 hours after such communication is deposited in the mails with first class postage prepaid, in each case given or addressed as aforesaid.

SECTION 9. No Waivers. No failure or delay by either Agent or any

Banks in exercising any right, power or privilege hereunder 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 provided in this Guaranty, the Credit Agreement, the Notes, and the other Loan Documents shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 10. Successors and Assigns. This Guaranty is for the benefit

of the Agent and the Banks and their respective successors and assigns and in the event of an assignment of any amounts payable under the Credit Agreement, the Notes, or the other Loan Documents, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Guaranty may not be assigned by the Guarantor without the prior written consent of the Agent and the Required Banks, and shall be binding upon the Guarantor and its successors and permitted assigns.

SECTION 11. Changes in Writing. Neither this Guaranty nor any

provision hereof may be changed, waived, discharged or terminated orally, but only in writing signed by the Guarantor and the Agent with the consent of the Required Banks.

SECTION 12. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY

TRIAL. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE

LAW OF THE STATE OF GEORGIA. EACH OF THE GUARANTOR AND THE AGENT HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE STATE OF GEORGIA, THE COURTS THEREOF SITTING IN FULTON COUNTY, GEORGIA AND THE UNITED STATES DISTRICT COURTS SITTING IN FULTON COUNTY, GEORGIA, AND FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE GUARANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH

A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE GUARANTOR AND THE AGENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 13. Taxes, etc. All payments required to be made by the

Guarantor hereunder 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 taxes, levies, imposts, duties or other charges of whatsoever nature imposed by any government or any political or taxing authority as required pursuant to Sections 2.12(d) of the Credit Agreement.

SECTION 14. Failure to Pay in Foreign Currency. With respect to any of

the Guaranteed Obligations which were advanced under the Credit Agreement in a Foreign Currency, the Guarantor agrees to make any payments required by it hereunder in connection therewith in such Foreign Currency. If the Guarantor is unable for any reason to effect payment in a relevant Foreign Currency as required by this Guaranty or if the Guarantor shall default in the Foreign Currency, each Bank may, through the Agent, require such payment to be made in Dollars in the Dollar Equivalent amount of such payment. In any case in which the Guarantor shall make such payment in Dollars, the Guarantor agrees to hold the Banks harmless from any loss incurred by the Banks 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 15. Judgment Currency. If for the purpose of obtaining

judgment in any court or enforcing any such judgment it is necessary to convert any amount due in any Foreign Currency into any other currency, the rate of

exchange used shall be the Agent's spot rate of exchange for the purchase of the Foreign Currency with such other currency at the close of business on the Foreign Currency Business Day preceding the date on which judgment is given or any order for payment is made. The obligation of the Guarantor in respect of any amount due from it hereunder shall, notwithstanding any judgment or order for a liquidated sum or sums in respect of amounts due hereunder or under any judgment or order in any other currency or otherwise be discharged only to the extent that on the Foreign Currency Business Day following receipt by the Agent of any payment in a currency other than the relevant Foreign Currency the Agent is able (in accordance with normal banking procedures) to purchase the relevant Foreign Currency with such other currency. If the amount of the relevant Foreign Currency that the Agent is able to purchase with such other currency is less than the amount due in the

relevant Foreign Currency, notwithstanding any judgment or order, the Guarantor shall indemnify the Banks for the shortfall.

SECTION 16. Subrogation. The Guarantor hereby agrees that it will not

exercise any rights which it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise, unless and until all of the Guaranteed Obligations shall have been paid in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all of the Guaranteed Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of the Agent and the Banks and shall forthwith be paid to the Agent to be credited and applied upon the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Credit Agreement.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed by its authorized officer as of the date first above written.

EQUIFAX INC.

By: _____
Title: _____

Attention: _____
Telecopier number: _____
Confirmation number: _____

EXHIBIT K

BORROWER ACKNOWLEDGMENT AND AGREEMENT

As of the ____ day of _____, the undersigned (the "Additional Borrower"), a wholly-owned subsidiary of Equifax Inc. (the "Parent"), hereby elects, under Section 2.14 of that certain \$750,000,000 Credit Agreement dated as of November 21, 1997, by and among the Parent, certain of the Parent's other subsidiaries, the Banks listed therein, and Wachovia Bank, N.A. (the "Agent"; as amended or otherwise modified from time to time, the "Credit Agreement") to become a "Borrower" as defined in clause [(ii) or (iii)] of the definition of "Borrower" under Section 1.01 of the Credit Agreement and agrees as such to become hereby subject to all obligations, liabilities, representations, warranties, covenants, terms, conditions, and other provisions applicable to a Borrower under the Credit Agreement. The Additional Borrower delivers this Acknowledgment and Agreement along with: (i) original counterparts hereof to the Agent to be delivered to the Banks, (ii) an original of each of the Notes issued by the Additional Borrower as set forth in Section 3.01(b) of the Credit Agreement, and (iii) other items required by a Borrower to be delivered under Section 3.01 of the Credit Agreement, as the same may be required by the Agent.

IN WITNESS WHEREOF, the Additional Borrower has caused this Acknowledgment and Agreement to be duly executed, under seal, by its authorized officer as of the day and year first above written.

[Additional Borrower]

By: _____

Title: _____

Attention:

Telecopier number: -----
Confirmation number: -----

EXHIBIT L

BORROWER NOTICE OF WITHDRAWAL

As of the ____ day of _____, the undersigned (the "Withdrawing Borrower"), a wholly-owned subsidiary of Equifax Inc. (the "Parent"), hereby gives notice to the Agent, under Section 2.14 of that certain \$750,000,000 Credit Agreement dated as of November 21, 1997, by and among the Parent, certain of the Parent's other subsidiaries, the Banks listed therein, and Wachovia Bank, N.A. (the "Agent"; as amended or otherwise modified from time to time, the "Credit Agreement") of its intention to withdraw as a "Borrower" under Section 1.01 of the Credit Agreement and that it has made payment in full of all Loans outstanding to the Withdrawing Borrower in immediately available funds (including any amounts owed in connection therewith under Article VIII of the Credit Agreement).

IN WITNESS WHEREOF, the Withdrawing Borrower has caused this Notice of Withdrawal to be duly executed, under seal, by its authorized officer as of the day and year first above written.

[Withdrawing Borrower]

By: -----
Title: -----

Attention: -----
Telecopier number: -----
Confirmation number: -----

Schedule 4.06

Compliance with ERISA

[TO BE COMPLETED BY THE PARENT]

Schedule 4.08

Consolidated Subsidiaries

Name

Jurisdiction of Incorporation

[TO BE COMPLETED BY THE PARENT]

Subsidiaries Which Are Not Consolidated Subsidiaries

Name
- ----
Jurisdiction of Incorporation
- -----

[TO BE COMPLETED BY THE PARENT]

Schedule 4.14

Environmental Matters

[TO BE COMPLETED BY THE PARENT]

Schedule 4.15

Capital Stock

[TO BE COMPLETED BY THE PARENT]

Schedule 5.12

Hazardous Materials

[TO BE COMPLETED BY THE PARENT]

Schedule 5.18

Liens existing on the date of this Agreement are as follows:

1. Liens constituting capitalized computer equipment leases of The Equifax Database Company Limited, as debtor, securing 245,356 British pounds sterling.
2. Liens constituting capitalized computer equipment leases of Infocheck Group Limited, as debtor, securing 174,921 British pounds sterling.

EQUIFAX INC.
1988 PERFORMANCE SHARE PLAN FOR OFFICERS, AS CAMENDED
THROUGH MARCH 1998

ARTICLE I

PURPOSE

The purpose of the plan is to provide incentive to key Officers of the corporation (Equifax Inc. and/or its subsidiaries) who contribute in a substantial degree to the long-term success of the Company, to provide a means for such Officers to participate in such success and to assist in attracting and retaining the highest quality people in key executive positions.

ARTICLE II

DEFINITIONS

The following words and phrases shall have the respective meanings set forth below (unless the context indicates otherwise).

- (1) "Approval of Shareholders" shall mean the affirmative vote of the holders of at least a majority of the shares of common stock of the Company then outstanding.
- (2) "Committee" shall mean the Management Compensation Committee of the Equifax Inc. Board of Directors, as the same from time to time may be constituted.
- (3) "Common Stock" means the Common Stock, \$2.50 par value per share, of the Company.
- (4) "Company" shall mean Equifax Inc.
- (5) "Earnings Per Share" shall mean, with respect to any fiscal year of the Company, the Company's primary earnings per share after taxes from continuing operations for such fiscal year, as determined in accordance with generally accepted accounting principles consistently applied, as shown in the (consolidated) financial statements of the Company for such fiscal year certified by its independent certified public accountants, but excluding capital gains or losses, extra-ordinary items (including any acquisition or divestiture which is reported on Form 8-K) and the amount accrued for the expense of this plan, all on an after-tax basis, based on applicable tax law on the date the Share Unit is awarded, so that any change or changes in any tax or accounting law or regulation during the course of the Measurement Period will be disregarded in determining the amount of awards to be distributed following the close of the Measurement Period.
- (6) "Economic Value Added" or "EVA" shall mean, with respect to any fiscal year of the Company, the Company's net operating profit after income taxes ("NOPAT") less a capital charge for using the capital that is needed to generate the Company's NOPAT. NOPAT is defined to be the Company's operating income plus goodwill amortization and imputed interest on operating leases, all on an after tax basis. Operating income shall be determined in accordance with generally accepted accounting principles consistently applied, as shown in the (consolidated) financial statements of the Company for such fiscal year certified by its independent certified public accountants, but excluding capital gains or losses, extra-ordinary items (including any acquisition or divestiture which is reported on Form 8-K) and the amount accrued for the expense of this plan, all on an after-tax basis, based on applicable tax law on the date the Share Unit is awarded, so that any change or changes in any tax or accounting law or regulation during the course of the Measurement Period will be disregarded in determining the amount of awards to be distributed following the close of the Measurement Period. Capital charge is determined by multiplying (a)

capital by (b) the cost of capital. The cost of capital is the weighted average cost of the Company's debt and shareholder's equity, as determined on a consistent basis. Capital is defined as the Company's total assets, less (a) current liabilities, (b) cash and cash equivalents, (c) deferred income tax assets and (d) intangible assets recorded under Statement of Financial Accounting Standards No. 87, "Employers' Accounting for Pensions," plus (a) accumulated goodwill amortization, (b) present value of operating leases, (c) short-term debt and current maturities of long-term debt and (d) implied goodwill relating to acquisitions accounted for on a "pooling of interest" basis.

- (7) "Eligible Officer" shall mean Equifax Inc. elected Officers and any other key Officer of Equifax Inc. or a subsidiary or division of Equifax Inc. as determined by the Committee, from time to time, including any such Officer who is a Director. An Eligible Officer shall not include an Officer who is not a full-time employee, even though said Officer is a Director, except that a person who was an Eligible Officer and a Director immediately prior to his retirement as an employee of the Company shall continue to be an Eligible Officer so long as he retains his position as an Officer and Director.
- (8) "Measurement Period" shall mean the three fiscal years of the Company commencing with the fiscal year 1988, provided awards of share units are made prior to July 31, 1988; otherwise, it shall mean the three fiscal years of the Company commencing with the fiscal year following that in which the award of a particular share unit is made; except that the Measurement Period for a Share Unit awarded in the first quarter of the fiscal year shall be the three fiscal years of the Company commencing with the fiscal year in which the award is made.
- (9) "Return on Equity" shall mean, with respect to any Measurement Period, the percentage determined by dividing the sum of the Company's net earnings after taxes from continuing operations, as shown in the financial statements of the Company for such fiscal years certified by its independent certified public accountants, but excluding capital gains or losses, extraordinary items (including any acquisition or divestiture which is reported on Form 8-K) and the amount accrued for the expense of this plan, all on an after-tax basis, for the three fiscal years included in the Measurement Period by the sum of the shareholders' equity of the Company as of the beginning of each such year, based on applicable tax law on the date the Share Unit is awarded, so that any change or changes in any tax or

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accounting law or regulation during the course of the Measurement Period will be disregarded in determining the amount of awards to be distributed following the close of the Measurement Period.

- (10) "Share Unit" shall mean the right to receive, subject to the provisions of Articles V and VI of this plan, one share of Common Stock plus an amount of cash equivalent to all cash dividends that would have been paid to the holder of such Share Unit, if one share of Common Stock had been issued to the holder on the date the Share Unit was issued. Provided, however, that in no event will such cash equivalent to dividends be paid on any Share Units forfeited.

ARTICLE III

ELIGIBILITY

All Equifax Inc. elected Officers, and any other key Officers of Equifax Inc. or its subsidiaries or divisions, as determined by the Committee, from time to time, shall be eligible for participation in this plan.

ARTICLE IV

ADMINISTRATION OF PLAN AND

SELECTION OF PARTICIPANTS

This plan shall be administered by the Committee, and the Committee shall (1) construe and interpret the plan, (2) make such reasonable rules and regulations for the administration of the plan as it deems advisable, and (3) determine, from time to time, those Officers who are to be awarded Share Units and the number of Share Units to be awarded to each such Officer. No participant may be awarded more than 100,000 share units during any fiscal year. In construing and interpreting the plan, including the appropriateness of the forfeiture provisions, the Committee is authorized to modify, from time to time, such forfeiture provisions so as to eliminate forfeitures of Share Units where, in the Committee's judgment, circumstances encountered over the Measurement Period warrant such modification. Any determination by the Committee in administering, interpreting or construing the plan in accordance with this Article shall be final, binding and conclusive for all purposes and upon all interested persons.

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ARTICLE V

NUMBER OF SHARES SUBJECT TO PLAN ADJUSTMENTS, EFFECTIVE DATE AND TERMINATION

Subject to the provisions hereafter in this Article set forth, the number of shares of Common Stock issued under this plan shall not exceed 600,000. In the event that the Common Stock should, as a result of a stock-split, stock dividend, reclassification, reorganization, recapitalization, combination of shares or any other similar change, be changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of any affiliated corporation or entity, the number of shares of Common Stock then subject to Share Units previously granted and then outstanding, and the remaining shares of Common Stock which may be issued under this plan, shall be appropriately adjusted by the Committee to reflect such change or exchange; provided, however, that any fractional shares resulting from any such adjustments shall be disregarded and the number of shares rounded to the next lower whole number. If any Shares of Common Stock represented by Share Units awarded under this plan are forfeited, canceled, or otherwise fail to be issued, whether for failure to satisfy the conditions set forth in Article VI hereof or otherwise, such Common Stock shall return to the status of authorized but unissued under the plan. Subject to the approval of the shareholders of the Company, this plan shall become effective for the year commencing January 1, 1988. No Share Units may be awarded under this plan after January 31, 2000.

ARTICLE VI

RIGHT TO RECEIVE COMMON STOCK AND DIVIDEND EQUIVALENTS

Subject to the provisions of Article V and this Article VI, the holder of each Share Unit shall be entitled to receive the Common Stock and cash to which such unit entitles him as soon as practical after the end of the Measurement Period with respect to that unit; provided, however, that:

- (a) Each Share Unit awarded under the plan shall be forfeited and canceled in all respects, and no Common Stock or cash shall be delivered or paid to the holder thereof, in the event that:
 - (i) The employment of such holder by the Company is terminated, either voluntarily or involuntarily, by the Company or the holder, for any reason whatsoever (subject to the provisions of Article VII hereof) prior to the end of the Measurement Period for that Share Unit, or
 - (ii) The employment status of the holder has changed prior to the end of the Measurement Period for that Share Unit so that the holder is no longer an Eligible Officer.
 - (iii) The Return on Equity for the initial Measurement Period for such Share Unit is less than twenty percent (20%).
- (b) A portion, or all, of each award of Share Units shall be forfeited and canceled in all respects, and no Common Stock or cash shall be delivered or

paid with respect to the portion of such award so forfeited and canceled, in the event that the aggregate Earnings Per Share for the initial Measurement Period with respect to the Share Units which were the subject of such award is not at least equal to an index of 399 (or 15% compounded rate of increase) of the Earnings Per Share for the fiscal year (the "Base Year") immediately preceding such Measuring Period. The portion of each such award to be forfeited shall be determined in accordance with the following table:

If Aggregate Earnings Per Share for Measurement Period as an index of Earnings Per Share for Base Year is		Percentage of Share Units Forfeited
-----	-----	-----
At Least	But Less Than	
399	--	None
381	399	10%
364	381	25%
350	364	50%
---	350	100%

- (c) The Committee shall establish, for each Measurement Period commencing after 1995, the Company goals based on one or more of the following measures: (a) aggregate Earnings Per Share, (b) aggregate Return on Equity, (c) Economic Value Added and/or (d) the Company's common stock price. The Committee may also establish such additional goals as the Committee, in its discretion, deems appropriate. These goals will be established on or before the date any Share Units relating to said Measurement Period are awarded. The goals will be established with consideration given to the economic conditions existing at the time said goals are established. A portion, or all, of each award of Share Units shall be forfeited and canceled in all respects, and no Common Stock or cash shall be delivered or paid with respect to the portion of such award so forfeited and canceled, in the event that the goals established for the Measurement Period are not achieved, all as prescribed by the Committee. The Committee shall cause each holder of Share Units to receive written notice of the goals established for the Measurement Period to which said Share Units relate, along with the forfeiture provisions relating to said Share Units. Even though performance goals established for each Measurement Period are met or exceeded, the Committee shall have the discretion, by participant, to reduce the amount of an award that would otherwise be paid or to determine that no portion should be paid. The Committee may not increase the amount of an award that would otherwise be paid.

Nothing contained in this Article VI or elsewhere in this plan shall eliminate, impair or otherwise affect the right of the Company to terminate or change the employment of any Officer at any time, and the award of Share Units to any such Officer shall not be deemed to, and shall not, result in any agreement, expressed or implied, by the Company to retain such employee in any specific position or in its employ for the duration of the Measurement Period with respect to such Share Units or for any other period. Subject to the provisions of this paragraph, each holder of Share Units may elect, by delivering written notice of such election to the Secretary of the Company during the period

defined below, to surrender his or her right to receive up to one-half of the Common Stock that would otherwise be issued with respect to such Share Units at the end of the Measurement Period, in exchange for the right to receive an amount of cash equal to the "Fair Market Value," as defined below, of the shares of Common Stock the right to which is so surrendered. In order to be effective, such written notice of election must be delivered to the Secretary of the Company during a period beginning on the third business day following release for publication (in the manner hereinafter set forth) of the Company's quarterly statements of sales and earnings for the third fiscal quarter of the third fiscal year of the Measurement Period and ending on the twelfth business day following said release for publication. Any such election shall be subject to the right of the Committee to disapprove the same, in whole or in part, at any time after such election but prior to the issuance of shares of Common Stock with respect to the particular Share Unit in accordance with the provisions of this plan. In the event of the death, disability or retirement of the Officer holding the Share Units, at any time during the Measurement Period to which said Share Units relate, the award shall be distributed as provided in Article VII hereof regardless of any election made by such Officer. The release for publication of the Company's quarterly statements as referred to in the first

sentence of this paragraph shall be deemed to have been made at the time such data appears (i) on a wire service, (ii) in a financial news service, (iii) in a newspaper of general circulation or (iv) is otherwise made publicly available. For purposes of this paragraph, the "Fair Market Value" of the Common Stock shall be deemed to be the closing sale price thereof on the New York Stock Exchange on the day the Committee approves the payout of each award of Share Units, if any. In the event such date is not a business day or the shares of Common Stock did not trade on such business day, the "Fair Market Value" shall be deemed to be the closing sale price on the last previous day on which trading occurred in the Common Stock on such Exchange.

ARTICLE VII

DEATH, DISABILITY OR RETIREMENT OF ELIGIBLE OFFICER OR CHANGE IN CONTROL OF THE COMPANY

- (a) In the event of the termination of employment with the Company during any Measurement Period of any Officer who then holds Share Units under this plan by reason of the death or disability or retirement of such Officer, the Committee may, but shall not be obligated to waive the continuation of the employment requirement set forth in paragraph (a) (i) of Article VI above. In the event that such requirement is waived, such Officer or his estate, as the case may be, will be entitled to receive an award in cash equivalent to a pro rata portion of the amount which said Officer would have received, if the employment of such Officer had continued through the Measurement Period for such Share Units. For purposes of Article VI and this Article VII, an Eligible Officer shall not be deemed to have terminated his employment although he retires from said employment, if he continues to serve as an elected Officer of Equifax Inc. or a subsidiary of the Company and to serve as a Director of Equifax Inc.; said Officer shall be deemed to have terminated his employment when his term of office expires and he is not re-elected thereto, or when he is removed or resigns from office, if earlier.
- (b) This pro rata portion shall be computed as follows:
- (i) The shares of Common Stock shall be replaced with a cash amount equivalent to the "Fair Market Value" of said shares, as described in Article VI hereof;
- (ii) The sum resulting from the immediately preceding calculation will be added to the other cash portion of the award representing dividend equivalents, as described in Article II (9) hereof;
- (iii) The resulting sum will be multiplied by a fraction, the numerator of which shall be the number of full calendar months during the Measurement Period prior to the Officer's death, disability or retirement and the denominator of which shall be thirty-six (36).
- (c) In the event of the termination of employment with the Company, for any reason, of any Officer after completing a Measurement Period, but before distribution of his award is made, such Officer or his estate, as the case may be, will be entitled to receive the shares of Common Stock and cash represented by the Share Units held by such Officer at the end of the Measurement Period to the same extent, in the same manner and at the same time as if the employment of such Officer had not terminated.
- (d) If there is a "change in control of the Company," as hereinafter defined, during any Measurement Period, then, notwithstanding any other provision of this plan to the contrary, any Officer holding any Share Unit shall be irrevocably entitled to receive, in lieu of the cash and stock represented by the Share Unit, an amount in cash which is equal to the Fair Market Value of the stock, plus the cash which said Officer would have received in the absence of such "change of control of the Company," and said Officer shall be so entitled regardless of whether there is a change in employment status subsequent to such "change in control of the Company." Such payment will be made within sixty (60) days following the end of the applicable Measurement Period. In determining the amount of such cash payment, the aggregate Earnings Per Share for the Measurement Period will be the greater of actual Earnings Per Share for the Measurement Period or the result of

projecting Earnings Per Share for the entire Measurement Period at the same annually compounded rate of increase of Earnings Per Share actually experienced by the Company over that portion of the Measurement Period prior to such "change of control of the Company." If twelve months of the Measurement Period have not occurred prior to the "change of control of the Company," then aggregate Earnings Per Share for the Measurement Period will be projected to be an amount such that the percentages of forfeitures and cancellations, as provided in Article VI, do not exceed the percentages of forfeitures and cancellations applicable to awards for the most recently completed Measurement Period. In determining the amount of cash payment under this paragraph VII (d), "Economic Value Added" for the Measurement Period will be the lesser of (a) the product of target EVA established for such share unit award multiplied by two, or (b) maximum EVA established for such share unit award. In determining the "Fair Market Value" of the Common Stock for purposes of such payment, the Fair Market Value of the Common Stock shall be the highest price at which the Common Stock of the Company traded on the New York Stock Exchange during the three (3) months immediately prior to the "change in control of the Company."

(e) For purposes of this Article VII, a "change in control of the Company" shall be deemed to have occurred upon the occurrence of any of the following events:

(1) Voting Stock Accumulations. The accumulation by any Person of

Beneficial Ownership of twenty percent (20%) or more of the combined voting

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power of the Company's Voting Stock; provided that for purposes of this SUBPARAGRAPH (E) (1), a Change in Control will not be deemed to have occurred if the accumulation of twenty percent (20%) or more of the voting power of the Company's Voting Stock results from any acquisition of Voting Stock (a) directly from the Company that is approved by the Incumbent Board, (b) by the Company, (c) by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (d) by any Person pursuant to a Business Combination that complies with CLAUSES (A), (B) AND (C) of SUBPARAGRAPH (E) (2); or

(2) Business Combinations. Consummation of a Business Combination, unless,

immediately following that Business Combination, (a) all or substantially all of the Persons who were the beneficial owners of Voting Stock of the Company immediately prior to that Business Combination beneficially own, directly or indirectly, more than sixty-six and two-thirds percent (66 2/3%) of the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of Directors of the entity resulting from that Business Combination (including, without limitation, an entity that as a result of that transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to that Business Combination, of the Voting Stock of the Company, (b) no Person (other than the Company, that entity resulting from that Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Eighty Percent (80%) Subsidiary or that entity resulting from that Business Combination) beneficially owns, directly or indirectly, twenty percent (20%) or more of the then outstanding shares of common stock of the entity resulting from that Business Combination or the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of that entity, and (c) at least a majority of the members of the Board of Directors of the entity resulting from that Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for that Business Combination; or

(3) Sale of Assets. A sale or other disposition of all or substantially

all of the assets of the Company; or

(4) Liquidations or Dissolutions. Approval by the shareholders of the

Company of a complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with CLAUSES (A), (B) AND

(C) of SUBPARAGRAPH (E) (2) OF THIS ARTICLE VII.

For purposes of this ARTICLE VII, the following definitions will apply:

"Beneficial Ownership" means beneficial ownership as that term is used in Rule 13d-3 promulgated under the Exchange Act.

"Business Combination" means a reorganization, merger or consolidation of the Company.

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"Eighty Percent (80%) Subsidiary" means an entity in which the Company directly or indirectly beneficially owns eighty percent (80%) or more of the outstanding Voting Stock.

"Exchange Act" means the Securities Exchange Act of 1934, including amendments, or successor statutes of similar intent.

"Incumbent Board" means a Board of Directors at least a majority of whom consist of individuals who either are (a) members of the Company's Board of Directors as of the date of this Letter or (b) members who become members of the Company's Board of Directors subsequent to the date of this Letter whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds (2/3) of the directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which that person is named as a nominee for director, without objection to that nomination), but excluding, for that purpose, any individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors.

"Person" means any individual, entity or group (within the meaning of Section 13(d) (3) or 14 (d) (2) of the Exchange Act).

"Voting Stock" means the then outstanding securities of an entity entitled to vote generally in the election of members of that entity's Board of Directors.

ARTICLE VIII

NO RIGHTS AS SHAREHOLDER;
NONALIENATION OF BENEFITS

Until such time as Common Stock represented by a Share Unit is delivered to the holder of such unit, such holder shall have no right, title or interest in any specific share or shares of Common Stock, no right to vote such Common Stock or to receive dividends thereon or any other right or privilege of a shareholder of the Company.

Neither Share Units, the certificates referred to in Article IX below nor any other right or benefit under this plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance or charge, and any attempt to anticipate, alienate, sell, assign, pledge, encumber or charge the same shall be void and shall not be recognized or given effect by the Company.

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ARTICLE IX

CERTIFICATES OF AWARD

The Company shall execute and deliver to each Officer awarded Share Units a certificate, in the form prescribed by the Committee, evidencing such award and stating the date thereof and number of Share Units that are the subject of the award.

ARTICLE X

REGISTRATION AND LISTING
OF COMMON STOCK

The Company may, at its discretion, cause the shares of Common Stock issued under this plan to be registered under the Securities Act of 1933, on Form S-8 or a substantially similar form, and to be registered under any applicable state securities laws, prior to the delivery of such shares. In the event that the issuance of any such shares is not so registered, the Company may require, as a condition to the issuance thereof, that the Officer to whom such shares are to be issued represent and warrant in writing to the Company that the shares are being acquired by him for investment for his own account and not with a view to, for resale in connection with, or with an intent of participating directly or indirectly in, any distribution of such shares within the meaning of that Act, and a legend to that effect may be placed on the certificate(s) representing such shares.

The Company shall cause the shares of Common Stock to be issued under this plan to be listed on each securities exchange on which the Common Stock is listed prior to the delivery of such shares.

ARTICLE XI

AMENDMENT, SUSPENSION OR TERMINATION OF PLAN

The Board of Directors of the Company may amend, suspend or terminate this plan in whole or in part at any time; provided that no such amendment, suspension or termination shall adversely affect the rights of the holders of any Share Units then outstanding; and provided further that, without the approval of the shareholders of the Company, no modification of this plan by the Board of Directors shall increase the number of shares of Common Stock which may be issued hereunder.

EQUIFAX INC.
EXECUTIVE INCENTIVE PLAN (EIP)

EXECUTIVE MANAGEMENT GROUP

I. PURPOSE

The Equifax Inc. Incentive Compensation Plan rewards eligible officers for their contribution toward the success of the Corporation. The purpose of the Plan is to encourage and reward the attainment of performance goals established annually for the executive management of the Corporation.

II. DEFINITIONS

The Following words and phrases used in the Plan shall have these meanings:

"Board of Directors" means the Board of Directors of Equifax Inc.

"Cash Payment Maximum" means the incentive amount equal to two times the

incentive target opportunity and above which any award earned will be paid only in the forms of restricted stock.

"Change in Control" ("CIC") for purposes of this document, a "Change in

Control" means the occurrence of any of the following events during the period in which this Letter remains in effect:

Voting Stock Accumulations. The accumulation by any of the Beneficial

Ownership of 20% or more of the combined voting power of the Company's Voting Stock; provided that for purposes of this paragraph, a Change in Control will not be deemed to have occurred if the accumulation of 20% or more of the voting power of the Company's Voting Stock results from any acquisition of Voting Stock (a) directly from the Company that is approved by the Incumbent Board, (b) by the Company, (c) by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (d) by any Person pursuant to a Business Combination that complies with clauses (a), (b) and (c) of the following paragraph;

Business Combinations. Consummation of a Business Combination, unless

immediately following that Business Combination, (a) all or substantially all of the Persons who were the beneficial owners of Voting Stock of the Company immediately prior to that Business Combination beneficially own, directly or indirectly, more than sixty-six and two-thirds percent (66 2/3 %) of the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of Directors of the entity resulting from that Business

Combination (including, without limitation, an entity that as a result of that transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to that Business Combination, of the Voting Stock of the Company, (b) no Person (other than the Company, that entity resulting from that Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Subsidiary or that entity resulting from that Business Combination) beneficially owns directly or indirectly, 20% or more of the then outstanding shares of common stock of the entity resulting from that Business Combination or the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of that entity, and (c) at least a majority of the members of the Board of Directors of the entity resulting from that Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for that Business Combination; or

Liquidation or Dissolutions. Approval by the shareholders of the Company of a

complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with clauses (a), (b) and (c) of the preceding paragraph;

For purposes of this paragraph, the following definitions will apply:

"Beneficial Ownership" means a beneficial ownership as that term is used in Rule 13d-3 promulgated under the Exchange Act.

"Business Combination" means a reorganization, merger or consolidation, or a sale or other disposition of all or substantially all of the assets of the Company.

"Exchange Act" means the Securities Exchange Act of 1934, including amendments, or successor statutes of similar intent.

"Incumbent Board" means a Board of Directors at least a majority of whom consist of individuals who either are (a) members of the Company's Board of Directors as of the date of this Letter or (b) members who become members of the Company's Board of Directors subsequent to the date of this Letter whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds (2/3) of the directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which that person is named as a nominee for director, without objection to that nomination), but excluding, for that purpose, any individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors.

"Person" means any individual, entity or group (within the meaning of Section 13 (d) (3) or

14 (d) (2) of the Exchange Act).

"Subsidiary" means an entity in which the Company directly or indirectly beneficially owns 50% or more of the outstanding Voting Stock.

"Voting Stock" means the then outstanding securities of an entity entitled to vote generally in the election of members of that entity's Board of Directors.

"Corporation" means the amalgam of all divisions and companies, domestic and -----
foreign, including equity accounting entities consolidated with Equifax Inc. for reporting purposes.

"Earnings Per Share" " ("EPS") means the net income per share after taxes for -----
Equifax Inc. on a consolidated basis. In the event extraordinary transactions occur during a plan year which impact EPS, the Management Compensation Committee may approve adjustments to EPS for the Executive Incentive Plan.

"Equifax Inc." means the corporate entity.

"EVA" "Economic Value Added" means the net income after taxes less the charge ---
for employed capital.

"Executive Officer" means any officer of Equifax Inc., holding the title of -----
Chief Executive Officer, President, Executive Vice President or Senior Vice President (or an equivalent position as determined by the Committee).

"Incentive Year" means the 12 month period from January 1 through December -----
31, coinciding with the calendar year and the fiscal year of Equifax Inc.

"Management Compensation Committee" (the "Committee") means the Management -----
Compensation committee of the Board of Directors of Equifax Inc.

"Operating Profit" is defined to be revenue less operating expense (including -----
amortization of goodwill and other intangibles related to acquisitions) in the Company's monthly Consolidated Financial Report, excluding unbudgeted acquisitions.

"Plan" means the Equifax Inc. Incentive Compensation Plan for Executive ----
Management.

"Plan Maximum" means the maximum incentive opportunity under the Plan and -----
includes any payments in cash or stock which may be earned.

"Revenue" is defined to be the amount of the Company's monthly Consolidated

Financial Report, excluding unbudgeted acquisitions.

"Salary" means the base salary earnings of each participant for the calendar

year or that portion of the calendar year for which the participant is eligible.

III. ADMINISTRATION

The Plan shall be administered by the Compensation and Benefits Department, consistent with guidelines established by the Committee from time to time. The Plan shall be construed and administered in accordance with the laws of the State of Georgia.

IV. ELIGIBILITY FOR PARTICIPATION

Employees eligible to participate in the Executive Incentive Compensation Plan include all Executive Officers of Equifax Inc. as defined for Plan purposes.

Eligibility is also extended to employees in this management group at the beginning of the Incentive Year but who were changed to another non-eligible status and continued employment in the latter status through the Incentive Year, or those entering the eligible group during the year. In either event, their incentive will be calculated only on Salary for that portion of the year they were eligible.

Participants who leave the company following three months of participation for military service during the incentive period; who, with the consent of the corporation, retire after reaching age 50 and 25 years of credited service or age 55 and 5 years of credited service during the incentive period; who die or are forced to leave because of disability or job elimination during the incentive period; are also eligible for participation. If a participant is terminated for any other reason, no award is payable under the plan.

A participant in one of these situations receives a prorated portion of his or her incentive award at target levels at the end of the incentive period in which the termination occurs. The prorated award is paid within 60 days of termination. If a participant's employment terminates between the end of a performance period and the award payment date for the period for any reason other than an immediately dismissable offense, the full award for the period will be paid.

If a participant's employment is terminated during this period for any immediately dismissable offense, no award will be paid, unless otherwise required by law.

If a participant terminates employment prior to the delivery of any incentive payment earned to accept employment with an Equifax competitor, or to independently compete with Equifax, no award will be paid.

V. DETERMINATION OF AWARDS

For each fiscal year, the Committee will establish minimum financial goals (i.e., EPS, EVA, etc.) for the Corporation for Plan purposes. If the Corporation fails to meet these minimum goals for the year then the Committee may, in its sole discretion, authorize incentive payments to any, all, or none of the participants in the Plan based on such considerations as the Committee deems appropriate.

If the Corporation does meet the minimum financial goals for the year, incentive awards will be determined on the basis of actual performance during the Incentive Year as compared with the established goals, as described below, and as indicated on the attachment to this Plan.

The Committee shall establish the target level of Corporate Performance, as well as the Corporate Performance level necessary for Maximum incentive awards, for each participant.

The target level of the business unit goals applicable to participants shall be based on the annual business plan and other relevant data.

Individual performance goals will be established by the Committee for the CEO. The CEO will establish individual performance goals for other participants.

The Committee will approve the relative weighting of the above-mentioned goals for the CEO. The CEO will approve the relative weighting of these goals for each other participant.

A target incentive award and a maximum incentive award shall be established by the Committee for each participant, expressed in terms of a percentage

of that participant's salary for the Incentive Year.

Individual incentive awards will be deemed earned based upon the degree to which all established goals are attained for the Incentive Year. Any interpolation between designated award levels between designated award levels for the Plan year shall be determined by the Committee in its sole discretion. In the event a participant is rated "below full attainment" on his individual performance goals, no incentive payment is awarded except at the discretion of the Committee.

Eligible employees transferred into or out of organizational entities covered by this Plan will be paid incentive for the months in the specific unit. Those employees eligible for participation for a portion of the year will receive an award applicable only to the Salary for that portion of the year eligible under this Plan.

Eligible earnings include base salary only. Transfer reimbursements, relocation pay, station allowance, severance, and payments made as vacation pay in lieu of time off to retirees and those leaving the company for military service or health disability are excluded from the incentive calculation. Salary received while on Salary Continuance is considered eligible for incentive pay calculations.

In the event a CIC occurs while an eligible employee is in the employ of the Company, Participant will receive a prorated portion of his or her incentive award. This prorated payment will be the greater of, a). the target percentage; or b) the projected results compared to plan targets at the time of the CIC.

VI. PAYMENT OF AWARDS

Awards will normally be paid to eligible participants as soon as possible following the close of the Plan Year.

VII. LIMITATIONS

The Committee is the final authority for administration and interpretation of this Plan and each determination by the Committee shall be binding and conclusive for all purposes.

No individual (or an individual's personal representative) who, during the course of an Incentive Year, leaves active employment with the Corporation for any reason other than retirement, military service, death, disability, or job elimination shall presume any claim or right to be granted an award under this Plan for any part of that year.

If at any time prior to the payment of an incentive award for a plan year the Committee determines that a participant has committed an act of fraud or dishonesty with respect to the Corporation, such participants shall forfeit any incentive award to which he otherwise may have been entitled.

No employee, nor any employee's personal representative, shall presume any claim or right to be granted an award under this Plan.

Participants in this Plan should in no way be construed as giving to an employee the right to be retained in the Corporation's employ.

All incentive awards under this Plan shall be paid from the general assets of the Company, no participant shall have the right to require the Corporation to segregate or secure any assets or property to provide for incentive awards hereunder.

VIII. TERM OF THE PLAN

The Plan shall continue from year to year at the discretion of the Board of Directors. In keeping with its purposes, the Committee will review the Plan annually and will report to the Board any recommendations for changes and improvements to assure the fulfillment of the objectives of the Plan.

IX. EFFECTIVE DATE

This plan, as amended and restated, shall become effective for the 1997 plan year.

X. AMENDMENTS

The Committee, or the Board of Directors, may amend, suspend or terminate this Plan at any time.

[Date]

Dear _____:

Equifax Inc. (the "Company") considers the establishment and maintenance of a sound and vital management to be essential to protecting and enhancing the best interests of the Company and its shareholders. In this connection, the Company recognizes that, as is the case with many publicly held corporations, the possibility of a change in control exists and that possibility, and the uncertainty and questions that it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its shareholders. Accordingly, the Board of Directors of the Company has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's management, including yourself, to their assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a change in control of the Company.

In order to induce you to remain in its employ, the Company agrees to provide you the payments and benefits described in this Letter (in lieu of any severance payments and benefits you would otherwise receive in accordance with the Company's severance pay practices) if your employment with the Company is terminated subsequent to a "Change in Control" of the Company (as defined in PARAGRAPH 3) under the circumstances described in PARAGRAPH 4.

1. No Right to Continued Employment. This Letter does not give you any right

to continued employment by the Company or a Subsidiary, and it will not interfere in any way with the right the Company or a Subsidiary otherwise may have to terminate your employment at any time.

2. Term of this Letter. The terms of this Letter will be effective as of

January 1, 1998, and, except as otherwise provided in this Letter, will continue in effect until December 31, 2002; provided that commencing on January 1, 1999 and each subsequent January 1, the terms of this Letter will be extended automatically for one (1) additional year unless at least sixty (60) days prior to January 1 of a given year, the Company notifies you that it does not wish to continue this Letter in effect beyond its then current expiration date; and provided further that if a Change in Control occurs prior to the expiration of

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Page 2

this Letter, this Letter will continue in effect for three (3) years from the Change in Control.

3. Change In Control. No benefits will be payable under this Letter unless

there is a Change in Control and your employment by the Company is terminated subsequently under the circumstances described in PARAGRAPH 4 entitling you to benefits. For purposes of this Letter, a "Change in Control" of the Company means the occurrence of any of the following events during the period in which this Letter remains in effect:

3.1 Voting Stock Accumulations. The accumulation by any Person of

Beneficial Ownership of twenty percent (20%) or more of the combined voting power of the Company's Voting Stock; provided that for purposes of this SUBPARAGRAPH 3.1, a Change in Control will not be deemed to have occurred if the accumulation of twenty percent (20%) or more of the voting power of the Company's Voting Stock results from any acquisition of Voting Stock (a) directly from the Company that is approved by the Incumbent Board, (b) by the Company, (c) by any employee benefit plan (or related trust) sponsored

or maintained by the Company or any Subsidiary, or (d) by any Person pursuant to a Business Combination that complies with CLAUSES (A), (B) AND (C) of SUBPARAGRAPH 3.2; or

3.2 Business Combinations. Consummation of a Business Combination,

unless, immediately following that Business Combination, (a) all or substantially all of the Persons who were the beneficial owners of Voting Stock of the Company immediately prior to that Business Combination beneficially own, directly or indirectly, more than sixty-six and two-thirds percent (66 2/3%) of the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of Directors of the entity resulting from that Business Combination (including, without limitation, an entity that as a result of that transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to that Business Combination, of the Voting Stock of the Company, (b) no Person (other than the Company, that entity resulting from that Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Eighty Percent (80%) Subsidiary or that entity resulting from that Business Combination) beneficially owns, directly or indirectly, twenty percent (20%) or more of the then outstanding shares of common stock of the entity resulting from that Business Combination or the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of that entity, and (c) at least a majority of the members of the Board of Directors of the entity resulting from that Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for that Business Combination; or

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Page 3

3.3 Sale of Assets. A sale or other disposition of all or substantially

all of the assets of the Company; or

3.4 Liquidations or Dissolutions. Approval by the shareholders of the

Company of a complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with CLAUSES (A), (B) AND (C) of SUBPARAGRAPH 3.2.

For purposes of this PARAGRAPH 3, the following definitions will apply:

"Beneficial Ownership" means beneficial ownership as that term is used in Rule 13d-3 promulgated under the Exchange Act.

"Business Combination" means a reorganization, merger or consolidation of the Company.

"Eighty Percent (80%) Subsidiary" means an entity in which the Company directly or indirectly beneficially owns eighty percent (80%) or more of the outstanding Voting Stock.

"Exchange Act" means the Securities Exchange Act of 1934, including amendments, or successor statutes of similar intent.

"Incumbent Board" means a Board of Directors at least a majority of whom consist of individuals who either are (a) members of the Company's Board of Directors as of the date of this Letter or (b) members who become members of the Company's Board of Directors subsequent to the date of this Letter whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds (2/3) of the directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which that person is named as a nominee for director, without objection to that nomination), but excluding, for that purpose, any individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors.

"Person" means any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act).

"Voting Stock" means the then outstanding securities of an entity entitled to vote generally in the election of members of that entity's Board of Directors.

4. Termination Following Change in Control. If any of the events described in

PARAGRAPH 3 constituting a Change in Control occurs, you will be entitled to the payments and benefits provided for in PARAGRAPH 5 if a subsequent termination of your employment occurs within three (3) years from the date of that Change in Control, unless that termination is (a) because of your death, (b) by the Company for Cause or Disability or (c) by you other than for Good Reason. Those payments and benefits will be in lieu of any severance payments you would otherwise receive in accordance with the Company's severance pay practices, and will have no effect on any of the Company's other employee benefit plans or practices, as amended from time to time.

4.1 Cause. Termination by the Company of your employment for "Cause"

means termination by the Company of your employment upon (a) your willful and continued failure to substantially perform your duties with the Company (other than any failure resulting from your incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to you by the Chief Executive Officer of the Company (or if you are the Chief Executive Officer, the Chairman of the Compensation Committee of the Board of Directors) that specifically identifies the manner in which the Chief Executive Officer believes that you have not substantially performed your duties, or (b) your willfully engaging in misconduct that is materially injurious to the Company, monetarily or otherwise. For purposes of this SUBPARAGRAPH 4.1, no act, or failure to act, on your part will be considered "willful" unless done, or omitted to be done, by you not in good faith and without reasonable belief that your action or omission was in the best interest of the Company. Notwithstanding the above, you will not be deemed to have been terminated for Cause unless and until you have been given a copy of a Notice of Termination from the Chief Executive Officer of the Company (or if you are the Chief Executive Officer, the Chairman of the Compensation Committee of the Board of Directors), after reasonable notice to you and an opportunity for you, together with your counsel, to be heard before (i) the Chief Executive Officer, or (ii) if you are an elected officer of the Company, the Board of Directors of the Company, finding that in the good faith opinion of the Chief Executive Officer, or, in the case of an elected officer, finding that in the good faith opinion of two-thirds of the Board of Directors, you committed the conduct set forth above in CLAUSES (A) OR (B) of this SUBPARAGRAPH 4.1, and specifying the particulars of that finding in detail.

4.2 Disability. Termination by the Company of your employment for

"Disability" means termination by the Company of your employment following and because of your failure to perform your duties as an employee for a period of at least one hundred eighty (180) consecutive calendar days as a result of total and permanent incapacity due to physical or mental illness or injury. Your incapacity must be certified by a licensed medical doctor selected by you. You will continue to receive your full base salary at the

rate in effect and any bonus payments under the Plan payable during the one hundred eighty (180) day qualification period until termination of your employment for Disability. After that termination, your benefits will be determined in accordance with the Company's long-term disability plan then in effect and any of the Company's other benefit plans and practices then in effect that apply to you. The Company will have no further obligation to you under this Letter and all supplemental benefits will be terminated. If the Company disagrees with the certification of your incapacity, it may appoint another medical doctor to certify his opinion as to your incapacity, and if that doctor does not certify as to your incapacity, then the two doctors will appoint a third medical doctor to certify their opinion as to your incapacity, and the decision of a majority of the three doctors will prevail. (The Company will bear the costs of the doctors opinions.)

4.3 Good Reason. Termination by you of your employment for "Good

Reason" means termination by you of your employment based on:

(a) The assignment to you of duties inconsistent with your position and status with the Company as they existed immediately prior to a Change in Control, or a substantial change in your title, offices or authority, or in the nature of your responsibilities, as they existed immediately prior to a Change in Control, except in connection with the termination of your employment for Cause or Disability or as a result of your death or by you other than for Good Reason;

(b) A reduction by the Company in your base salary as in effect on the date of this Letter or as your salary may be increased from time to time;

(c) A failure by the Company to continue the Company's incentive compensation plan(s), as it may be modified from time to time, substantially in the form in effect immediately prior to a Change in Control (the "Plan"), or a failure by the Company to continue you as a participant in the Plan on at least the basis of your participation immediately prior to a Change in Control or to pay you the amounts that you would be entitled to receive in accordance with the Plan;

(d) The Company's requiring you to be based more than thirty-five (35) miles from the location where you are based immediately prior to a Change in Control, except for required travel on the Company's business to an extent substantially consistent with your business travel obligations prior to the Change in Control, or if you consent to that relocation, the failure by the Company to pay (or reimburse you for) all reasonable moving expenses incurred by you or to

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indemnify you against any loss realized in the sale of your principal residence in connection with that relocation;

(e) The failure by the Company to continue in effect any retirement or compensation plan, performance share plan, stock option plan, life insurance plan, health and accident plan, disability plan or another benefit plan in which you are participating immediately prior to a Change in Control of the Company (or provide plans providing you with substantially similar benefits), the taking of any action by the Company that would adversely affect your participation or materially reduce your benefits under any of those plans or deprive you of any material fringe benefit enjoyed by you immediately prior to a Change in Control, or the failure by the Company to provide you with the number of paid vacation days to which you are then entitled in accordance with the Company's normal vacation practices in effect immediately prior to a Change in Control;

(f) The failure by the Company to obtain the assumption of the agreement to perform this Letter by any successor, as contemplated in PARAGRAPH 6; or

(g) Any purported termination of your employment that is not effected pursuant to a Notice of Termination satisfying the requirements of SUBPARAGRAPH 4.4 (and, if applicable, SUBPARAGRAPH 4.1).

4.4 Notice of Termination. Any purported termination by the Company

pursuant to SUBPARAGRAPHS 4.1 OR 4.2 or by you pursuant to SUBPARAGRAPH 4.3 will be communicated by written Notice of Termination to the other party. For purposes of this Letter, a "Notice of Termination" means a notice that indicates the specific termination provision in this Letter relied upon and setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated. Any purported termination not effected pursuant to a Notice of Termination meeting the requirements set forth in this Letter will not be effective.

4.5 Date of Termination. For purposes of this Letter, the date of the

termination of your employment ("Date of Termination") will be (a) if your employment is terminated by your death, the end of the month in which your death occurs, (b) if your employment is terminated for Disability, thirty (30) days after Notice of Termination is given, or (c) if your employment is terminated by you or the Company for any other reason, the date specified in the Notice of Termination, which will not be later than thirty (30) days after the date on which the Notice of Termination is given.

5. Benefits upon Certain Terminations following a Change in Control. If within

three (3) years following the Change in Control, your employment by the Company

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is terminated by the Company other than for Death, Disability or Cause, or if
you terminate your employment for Good Reason, then the following provisions
will apply:

5.1 Compensation through Date of Termination. The Company will pay you

(i) any unpaid amount of your base salary through the Date of Termination,
(ii) with respect to any year then completed, any unpaid amount accrued to
you pursuant to the Plan, and (iii) with respect to any year then partially
completed, a pro rata portion through the Date of Termination of your
target annual bonus under the Plan. For purposes of (iii) above, your
"targeted annual bonus under the Plan" will be your annual base salary as
of the Date of Termination multiplied by the target percentage of your
bonus under the Plan.

5.2 Additional Severance. In lieu of any further salary payments to you

for periods subsequent to the Date of Termination, the Company will pay as
severance pay to you on the fifth (5th) business day following the Date of
Termination a lump sum equal to three (3) times the sum of (i) your annual
base salary at the highest rate in effect during the twelve (12) months
immediately preceding the Date of Termination plus (ii) the higher of (A)
the highest annual bonus paid to you or paid but deferred on your behalf
under the Plan, (B) any earned, but unpaid, bonus accrued for your benefit
under the Plan, or (C) your highest targeted annual bonus under the Plan,
whether or not earned, in each case with respect to the three (3) calendar
years immediately preceding the Date of Termination and the partial
calendar year ending on the Date of Termination. For purposes of ITEM (C)
above and SUBPARAGRAPH 5.3, the "highest targeted annual bonus under the
Plan" for the partial calendar year ending on the Date of Termination will
be your annual base salary as of the Date of Termination multiplied by the
target percentage of your bonus under the Plan.

5.3 Additional Retirement Benefit. If you are a participant in the

Company's U.S. Retirement Income Plan (the "Retirement Plan"), , the
Company will pay you a retirement benefit, in addition to the benefits to
which you are or would be entitled under the Retirement Plan. That benefit
will be a lump sum that is the actuarial equivalent of your benefits
calculated pursuant to the terms of the Retirement Plan with the following
adjustments: (i) regardless of your Years of Vesting Service under the
Retirement Plan, you will be treated as if you were 100% vested under the
Retirement Plan, (ii) the number of Years of Benefit Service used will be
the actual number of Years of Benefit Service accumulated as of the Date of
Termination plus an additional number of Years of Benefit Service (up to a
maximum of five (5) additional years) equal to the number of additional
Years of Benefit Service that you would have earned if you had remained an
employee of the Company until attainment of age sixty-two (62), (iii) the
Final Average Earnings (for purposes of applying the benefit formula under
the Retirement Plan) will be determined using (A) the highest monthly rate
of Base Salary in effect during the twelve (12) months immediately

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preceding the Date of Termination, plus (B) the higher of (I) the highest
annual bonus paid to you or paid but deferred on your behalf under the
Plan, (II) any earned, but unpaid, bonus accrued for your benefit under the
Plan, or (III) your highest targeted annual bonus under the Plan, whether
or not earned, in each case with respect to the three (3) calendar years
immediately preceding the Date of Termination and the partial calendar year
ending on the Date of Termination, divided by twelve (12) (regardless of
the earnings limitations under the Retirement Plan or governmental
regulations applicable to those plans), and (iv) the monthly retirement
benefit so calculated will be reduced by an amount equal to the monthly
retirement benefit payable to you under the Retirement Plan and any
supplemental retirement plan of the Company in which you participate. All
capitalized terms used in this CLAUSE (C), unless otherwise defined, will
have the same meanings as those terms are defined in the Retirement Plan.
The actuarial equivalent will be calculated based on the assumptions
contained in the Retirement Plan on the Date of Termination; provided that
the assumptions on which the actuarial equivalent will be calculated will
be no less favorable to you than those assumptions contained in the

Retirement Plan on the date of the Change in Control.

5.4 Benefit Plans. Unless your employment is terminated for Cause, the

Company will maintain in full force and effect, for your continued benefit for three (3) years after your Date of Termination, all employee benefit plans, programs and arrangements in which you are entitled to participate immediately prior to the Date of Termination, provided that your continued participation is possible under the general terms and provisions of those plans, programs and arrangements. If your continued participation in any of those plans, programs and arrangements is barred, the Company will arrange to provide you with benefits substantially similar to those that you were entitled to receive under them.

5.5 No Mitigation Required. You will not be required to mitigate the

amount of any payment provided for in this PARAGRAPH 5 by seeking other employment or otherwise, nor will the amount of any payment provided for in this PARAGRAPH 5 be reduced by any compensation earned by you as the result of employment by another employer after the Date of Termination, or otherwise.

5.6 Tax Gross-up Payment. If any payments or benefits provided pursuant

to this Letter or any other payments or benefits provided to you by the Company are deemed Aexcess parachute payments@ under Section 280G of the Internal Revenue Code of 1986, as amended (the ACode@), or are subject to an excise or penalty tax under any similar provision of any other revenue system to which you may be subject, the Company will provide a gross-up payment to you in order to place you in the same after-tax position you would have been in had no excise or penalty tax become due and payable under Code Section 4999 or any similar provision of that other revenue system. That gross-up payment will not apply to any excise or penalty tax

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attributable to any incentive stock option granted to you prior to April 1, 1998. Any gross-up payment to which you are entitled as a result of the applicability of an excise tax under Code Section 4999 or any successor provision of the Code, or as a result of any excise or penalty tax under any similar provision of any other revenue system to which you may be subject, will be determined in accordance with a "Policy with Respect to Tax Gross-up Payments" adopted, or which will be adopted, by the Board of Directors' Executive Committee, and once that policy is adopted, no amendment of that policy will be effective with respect to your rights under this Letter without your written consent.

6. Successors: Binding Agreement.

6.1 Assumption by Company's Successor. The Company will require any

successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement in form and substance reasonably satisfactory to you, to expressly assume and agree to perform this Letter. Failure of the Company to obtain that agreement prior to the effectiveness of any succession will be a breach of this Letter and will entitle you to compensation from the Company in the same amount and on the same terms as you would be entitled under this Letter if you terminated your employment for Good Reason within three (3) years following a Change in Control, except that for purposes of implementing the foregoing, the date on which that succession becomes effective will be deemed the Date of Termination. As used in this Letter, "Company" means Equifax Inc. and any successor to its business and/or assets that executes and delivers the agreement provided for in this SUBPARAGRAPH 6.1 or that otherwise becomes bound by all the terms and provisions of this Letter by operation of law.

6.2 Enforcement by Your Successor. This Letter will inure to the benefit

of and be enforceable by your personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If you die subsequent to the termination of your employment while any amount would still be payable to you pursuant to this Letter if you had continued to live, all those amounts, unless otherwise provided in this Letter, will be paid in accordance with the terms of this Letter to your devisee, legatee or other designee or, if there be no designee, to your estate; that payment to be made in a lump sum within sixty (60) days from the date of your death.

7. Notice. For purposes of this Letter, notices and all other communications

provided for in this Letter will be in writing and will be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage pre-paid, addressed to the respective addresses set forth on the first page of this Letter, provided that all notices to the Company will be directed to the attention of the Chief Executive Officer of the Company (or if the notice is from the Chief Executive Officer, to the General Counsel of the Company), or to that other address as either party may have furnished to the

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other in writing in accordance with this PARAGRAPH 7, except that notice of change of address will be effective only upon receipt.

8. Modification and Waiver. No provision of this Letter may be modified,

waived or discharged unless that waiver, modification or discharge is agreed to in writing by you and that officer as may be specifically designated by the Board of Directors of the Company. No waiver by either party at any time of any breach by the other party of, or compliance with, any condition or provision of this Letter to be performed by that other party will be deemed a waiver of similar or dissimilar provisions or conditions at the time or at any prior or subsequent time.

9. Construction. This Letter supersedes (a) any oral agreement between you and

the Company and any oral representation by the Company to you with respect to the subject matter of this Letter and (b) that letter agreement dated _____ between you and the Company pertaining to change-in-control. The validity, interpretation, construction and performance of this Letter will be governed by the laws of the State of Georgia.

10. Severability. If any one or more of the provisions of this Letter or any

word, phrase, clause, sentence or other portion of a provision is deemed illegal or unenforceable for any reason, that provision or portion will be modified or deleted in such a manner as to make this Letter as modified legal and enforceable to the fullest extent permitted under applicable laws. The validity and enforceability of the remaining provisions or portions will remain in full force and effect.

11. Counterparts. This Letter may be executed in two or more counterparts,

each of which will take effect as an original and all of which will evidence one and the same agreement.

12. Legal Fees. If the Company breaches this Letter or if, within three (3)

years following a Change in Control, (a) your employment is terminated by the Company other than for Cause or Disability or (b) you terminate your employment for Good Reason, the Company will reimburse you for all legal fees and expenses reasonably incurred by you as a result of that termination (including all those fees and expenses, if any, incurred in contesting or disputing the termination or in seeking to obtain or enforce any right or benefit provided by this Letter).

13. Employment by a Subsidiary. Either the Company or a Subsidiary may be your

legal employer. For purposes of this Letter, any reference to your termination of employment with the Company means termination of employment with the Company and all Subsidiaries, and does not include a transfer of employment between any of them. The actions referred to under the definition of "Good Reason" in SUBPARAGRAPH 4.3 include the actions of the Company or your employing Subsidiary, as applicable. The obligations created under this Letter are obligations of the Company. A change in control of a Subsidiary will not constitute a Change in Control for purposes of this Letter unless there is also a contemporaneous Change in Control of the Company. For purposes of PARAGRAPH 1 and this paragraph, a "Subsidiary" means an entity more than fifty percent (50%) of whose equity interests are owned directly or indirectly by the Company.

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If you accept the above terms, please sign and return to me the enclosed copy of this Letter.

Sincerely,

Thomas F. Chapman

Agreed to as of _____, 199

- _____
your signature

[LETTERHEAD OF EQUIFAX APPEARS HERE]

December 8, 1997

Mr. Daniel W. McGlaughlin
Equifax Inc.
1600 Peachtree Street
Atlanta, GA 30309

Dear Dan:

This letter is intended to serve as a memorandum of our agreement with respect to payments and benefits to be made available to you by the Company as a consequence of your retirement effective December 31, 1997. By your signature on this letter, you also agree to take, or refrain from taking, certain actions with respect to the Company, all of which we have previously discussed.

1. Retirement Payments

The provisions of this agreement are in addition to and not in replacement of any benefits due to you under the Company's tax-qualified employee benefit plans and under that certain letter agreement with you dated June 22, 1989, as it has been amended on July 1, 1991, and December 29, 1995.

2. Advancement of Incentive Payment

For purposes of calculations required under the letter referenced above, in order to provide a thirty-six month final average earnings figure for you as of December 31, 1997, which will be equivalent to that which would have existed had you not retired until February 28, 1998, the Company will pay you a portion of your anticipated 1997 annual incentive payment prior to December 31, 1997. That portion is \$403,000. The remainder of the incentive which is owed to you will be paid in February of 1998. In the event that the adjustment described above does not provide you with the mathematically equivalent final average earnings, because the incentive payment is higher than estimated, the Company will pay you a lump sum prior to June 1, 1998, which is the actuarial equivalent of the difference.

Mr. Daniel W. McGlaughlin
December 8, 1997
Page 2

3. Vesting of Outstanding Stock Options

Although certain of your options to purchase Company stock are not yet vested, the Management Compensation Committee has resolved to accelerate the vesting of all of your outstanding stock options as a consequence of your retirement, so that all of your options are exercisable as of December 31, 1997. A complete summary of your stock options is attached.

4. Restricted Stock

The Company will accelerate the vesting and eliminate the restrictions on the bonus deferrals portion of your outstanding Company restricted stock, which is also reflected on our attached exhibit, as of the first business day of 1998 (i.e., January 2, 1998). The special retention grant dated January 25, 1995 and the corresponding cash performance bonus which accompanied this grant will vest as originally provided, respectively on December 31, 1998 (stock) and on January 1, 1999 (cash).

5. Performance Share Plan

You currently participate in the Company's Performance Share Plan and have outstanding awards for the years 1995-1997, 1996-1998, and 1997-1999. Pursuant to the current terms of the plan, you will receive a pro rata payment (two thirds of the payment due for 1996-1998 and one-third of the payment due for 1997-1999) of the awards as earned at the time they would normally be paid to the participants who remain actively employed. The award for earned 1995-1997 will be paid to you in full at the normal time in February, 1998. These payments will all be made in cash.

6. Executive Perquisites

(a) You will continue to receive executive financial planning and tax services at the Company's expense for the rest of your life, with a maximum reimbursable amount of \$50,000 for 1998 and \$15,000 per calendar year thereafter.

Mr. Daniel W. McGlaughlin
December 8, 1997
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(b) The Company will pay your membership dues at a local golf club of the Company's choice through December 31, 1998.

(c) The Company will pay the cost of your personal excess liability insurance, with an indemnity of \$5,000,000, through December 31, 1998.

(d) The Company will reimburse you for the cost of an executive physical examination either in 1998 or 1999, subject to the standard \$1,000 maximum reimbursement amount.

(e) The Company will provide you with secretarial support during 1998 and 1999.

(f) The Company will provide you with tax gross-up payments on the above perquisites to the degree that it would normally do so for active executive employees.

7. Directorships

You have agreed to continue to serve as a member of the Boards of Directors of Equifax Inc. and Equifax Canada Inc. through December 31, 1998.

8. Noncompetition and Nondisparagement

For a period of two years commencing January 1, 1998, you will not engage in any business activities which are directly competitive with the Company's business as and where it is carried on at the time of your retirement on December 31, 1997. As the chief executive officer of the Company, you have unique knowledge of the Company's business and have been actively involved in the management of that business wherever it has been carried on throughout the world. You acknowledge that your agreement not to compete with the Company cannot therefore be limited geographically in any practical way. For purposes of this agreement, you will be deemed to be engaged in business directly competitive with the Company's business whether that competition

Mr. Daniel W. McGlaughlin
December 8, 1997
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consists of active employment, or serving as an officer or director or owner of more than 1% of a company which is a competitor of the Company. The Company's business, for these purposes, consists of (i) credit reporting, (ii) credit card processing and support, (iii) check guarantee or authorization, and (iv) collection of debt.

You and the Company further agree that, during the two years commencing January 1, 1998, neither will make any disparaging remarks concerning each other. You also acknowledge that you have signed, on August 3, 1989, a Confidentiality and Assignment Agreement which remains in effect with the Company.

9. Release

You acknowledge that the payments referred to above are in lieu of any payments to which you might be entitled under the Company's Severance Pay Plan. In consideration of the additional payments and privileges provided to you as described in this agreement, you acknowledge that you have no legal or other claims against the Company, its subsidiaries, or their officers, directors, employees, former employees, agents or shareholders, and that you will bring no such claims pertaining to any matter or condition which may have occurred prior to the date on which you execute this agreement. You hereby release all of those parties from liability for any claims which you may currently have, whether related to your employment or otherwise, including any claims under the Age Discrimination in Employment Act, or any other state or federal law. This agreement and release is voluntary on your part. You understand that you have twenty-one (21) days to consider signing this agreement, and that you may revoke it within seven (7) days of signing and returning it to Equifax. It will become effective on the eighth day after you sign and return it.

Mr. Daniel W. McGlaughlin
December 8, 1997
Page 5

The Company agrees that it has no claim against you and will bring no claim with respect to any actions taken or failed to be taken by you prior to the date of this agreement.

This agreement supersedes any prior agreement, verbal or otherwise, relating to your retirement from the Company.

Sincerely,

/s/ John T. Chandler

John T. Chandler

JTC:cbp

Attachments

Agreed to this 8th day of December, 1997.

/s/ Daniel W. McGlaughlin

Daniel W. McGlaughlin

Copy to: C. B. Rogers, Jr., Chairman

D. W. MCGLAUGHLIN STOCK OPTION SUMMARY

Option Date -----	Unvested Shares -----	Option Price -----
1/26/94	14,320	\$10.6934
1/25/95	57,279	\$12.4938
1/31/96	42,959	\$16.2583
1/31/96	42,959	\$19.5099
1/31/96	42,959	\$21.1362

D. W. MCGLAUGHLIN RESTRICTED STOCK GRANT SUMMARY

	Date of Grant -----	# Shares -----
Bonus Deferrals	1/26/94	14,579
	1/25/95	17,706
	1/31/96	10,580
	1/29/97	17,093
Retention Grant	1/25/95	38,949

[LETTERHEAD OF EQUIFAX APPEARS HERE]

January 22, 1998

Mr. James John Allhusen
608 Pennlyn Pike
Pennlyn, PA 19044

Dear Jim:

This letter outlines the terms of our offer of employment to you as Executive Vice President & Group Executive - North American Information Services, reporting to me. I intend that your employment would commence as soon as possible, preferably on or before January 28, 1998, the date of our Board of Directors meeting.

Your total compensation package at Equifax will include several key components or plans, with significant earnings opportunities available to our executive team based upon performance. Because of the substantial performance leverage in our annual and long-term compensation plans, your salary would be targeted to represent approximately a third of your total compensation at lower performance levels and at higher levels of performance the magnitude of the various incentives grow dramatically and the relative importance of salary becomes less of your total.

SALARY AND ANNUAL INCENTIVE:

Your starting salary will be \$325,000 annually. You will also be eligible for an annual incentive in accordance with our plan, with the amount earned being determined by Equifax's overall financial performance and your individual and group performance. Your target bonus will be 50% of salary paid in the year, with the opportunity to earn up to a maximum of 150%. Although we are optimistic about the results expected and the corresponding performance incentive you will earn, in no event will your annual incentive be less than 50% of salary earned for the calendar year, 1998. Annual incentives are paid during the first quarter of the year following the year earned, and you will also be eligible to voluntarily defer all or part of your annual incentive into restricted stock and receive an additional 20% premium in stock on any cash amounts deferred. We provide this stock deferral opportunity for tax deferral reasons, of course, but even more importantly to encourage and facilitate the accumulation of Equifax stock by our executive team.

EMPLOYMENT BONUS:

An employment bonus of \$150,000 will be paid to you in two equal installments. The first payment will be made within two weeks of your employment. The second installment will be paid on the first anniversary of your employment.

Mr. James John Allhusen
January 22, 1998
Page 2

STOCK OPTIONS:

I will request that the Board Compensation Committee approve a stock option grant to you of 30,000 shares of Equifax common stock, effective January 28, 1998 or on the first date of your employment, if later, having the following exercise prices and vesting terms:

- a. Options to purchase 6,000 shares at the closing price ("fair market value") on the day of the meeting (or your first day of employment, if later), to vest 25% per year, beginning on the first anniversary of this grant;
- b. 6,000 shares at 120% of fair market value to vest 25% per year, beginning on the first anniversary of the grant;
- c. 6,000 shares at 130% of fair market value to vest 25% per year, beginning on the first anniversary of the grant;
- d. 6,000 shares with an exercise price of 140% of fair market value with immediate vesting; and
- e. 6,000 shares with an exercise price of 150% of fair market value with immediate vesting.

These grants will be tax qualified, or incentive stock options, to the full extent permitted under applicable laws or regulations.

PERFORMANCE SHARES:

- -----

I will propose to the Committee that you be granted an award of Performance Share Units for the 1998-2000 measurement period at a level consistent with that of other group executives of the Company.

The Performance Share Plan normally pays earned awards in the form of Equifax common stock, but participants may elect to receive up to 50% of total earned performance share units in the form of cash. These awards are paid in early February, following the end of the three-year measurement period.

CHANGE-IN-CONTROL BENEFITS:

- -----

Within 30 days of your employment I will have approved a Change-in-Control Agreement for you. This agreement provides for a three-year "window" following a change in control of the Company, during which you may be eligible for certain benefits if the Company were to terminate your employment without cause, or if you left the Company for a so-called "good reason." The major benefits provided for in our Change-in-Control Agreement are:

Mr. James John Allhusen

January 22, 1998

Page 3

- a. Severance pay equal to three times your base salary + bonus (bonus being defined as the higher of target or highest paid within the prior 36 months); and
- b. Excise Tax Gross-Up on all payments
- c. Benefits continuation for 3 years following termination

In addition to the above, your stock options and other long-term incentive awards have separate vesting provisions upon a change in control of the company.

RELOCATION:

- -----

You will be provided the benefits of the Equifax Executive relocation assistance program, which include, but are not limited to, reimbursement for househunting, temporary living assistance, loss on sale protection of your current residence, closing cost assistance on the purchase of your new residence, and household goods transportation from Pennsylvania to Georgia.

OTHER BENEFITS:

- -----

In addition to the above compensation, you will also be eligible to participate in all benefit plans offered on a Company-wide basis, including health, life, disability and dental insurance, retirement plans, etc., in accordance with the respective plan provisions. As a senior executive of the Company, you will also be eligible for certain additional benefits including reimbursement for an annual physical exam and executive financial planning and tax services provided by Arthur Andersen.

As I believe you are aware, this offer of employment is subject to your satisfactory completion of a standard pre-employment drug screen as well as a routine credit and background check. Further, this agreement supercedes any prior agreement, verbal or otherwise, covering your employment with the Company.

I am very excited about your joining Equifax. Please sign and return one copy of this letter to me for our records, and let's agree on a starting date at your earliest convenience.

Warmest Regards,

/s/ Tom

- -----

AGREED TO THIS 28th DAY OF JANUARY, 1998

/s/ James J. Allhusen

- -----

James John Allhusen

EQUIFAX INC.
OMNIBUS STOCK INCENTIVE PLAN

ARTICLE I
DEFINITIONS

- 1.01. Agreement means a written agreement (including any amendment or

supplement thereto) between the Company and a Participant specifying the terms
and conditions of an award of Restricted Stock or an Option or SAR granted to
such Participant.
- 1.02. Board means the Board of Directors of the Company.

- 1.03. Code means the Internal Revenue Code of 1986, and any amendments

thereto.
- 1.04. Committee means a committee of the Board appointed to administer

the Plan.
- 1.05. Common Stock means the common stock of the Company.

- 1.06. Company means Equifax Inc.

- 1.07. Corresponding SAR means an SAR that is granted in relation to a

particular option and that can be exercised only upon the surrender to the
Company, unexercised, of that portion of the option to which the SAR relates.
- 1.08. Date of Exercise means (i) with respect to an option, the date that

the Option price is received by the Company and (ii) with respect to an SAR, the
date that the notice of exercise is received by the Company.
- 1.09. Fair Market Value means, on any given date, the closing price of a

share of Common Stock as reported on the New York Stock Exchange composite tape
on such day or, if the Common Stock was not traded on the New York Stock
Exchange on such day, then on the next preceding day that the Common Stock was
traded on such exchange, all as reported by such source as the Committee may
select.
- (Includes amendments approved at 4/94 Shareholders' Meeting,
second amendment adopted July 1994 and
amendments adopted June 1995 and March 1998)
- 1.10. Initial Value means, with respect to an SAR, the Fair Market Value

of one share of Common Stock on the date of grant, as set forth in the
Agreement.
- 1.11. Option means a stock option that entitles the holder to purchase

from the Company a stated number of shares of Common Stock at the price set
forth in an Agreement.
- 1.12. Participant means an officer or key employee of the Company or of a

Subsidiary, including an officer or key employee who is a member of the Board,
who satisfies the requirements of Article IV and is selected by the Committee to
receive a Restricted Stock award, an option, an SAR, or a combination thereof.
- 1.13. Plan means the Equifax Inc. Omnibus Stock Incentive Plan.

1.14. Restricted Stock means shares of Common Stock

awarded to a Participant under Article IX. Shares of Common Stock shall cease to be Restricted stock when, in accordance with the terms of the applicable Agreement, they become transferable and free of substantial risks of forfeiture.

1.15. SAR means a stock appreciation right that entitles the holder to

receive, with respect to each share of Common Stock encompassed by the exercise of such SAR, the amount determined by the Committee and specified in an Agreement. In the absence of such a determination, the holder shall be entitled to receive, with respect to each share of Common Stock encompassed by the exercise of such SAR, the excess of the Fair Market Value on the Date of Exercise over the Initial Value. References to "SARS" include both Corresponding SARs and SARs granted independently of Options, unless the context requires otherwise.

1.16. Subsidiary means any "subsidiary" (within the meaning of Section

425 of the Code) of the Company.

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ARTICLE II

PURPOSES

The Plan is intended to assist the Company in recruiting and retaining officers and key employees with ability and initiative by enabling officers and key employees to participate in its future success and to associate their interests with those of the Company and its shareholders. The Plan is intended to permit the award of shares of Restricted Stock, the grant of SARS, and the grant of both options qualifying under section 422A of the Code ("incentive stock options") and options not so qualifying. No Option that is intended to be an incentive stock option shall be invalid for failure to qualify as an incentive stock option. The proceeds received by the Company from the sale of Common Stock pursuant to this Plan shall be used for general corporate purposes.

ARTICLE III

ADMINISTRATION

Except as provided in this Article III, the Plan shall be administered by the Committee. The Committee shall have authority to award Restricted Stock and to grant Options and SARs upon such terms (not inconsistent with the provisions of this Plan) as the Committee may consider appropriate. Such terms may include conditions (in addition to those contained in this Plan) on the exercisability of all or any part of an Option or SAR or on the transferability or forfeitability of Restricted Stock. Notwithstanding any such conditions, the Committee may, in its discretion, accelerate the time at which any Option or SAR may be exercised or the time at which Restricted Stock may become transferable or nonforfeitable, but only in the event of the death, retirement or disability of a Participant or a change in control of the Company. For purposes hereof, "retirement" means retirement from the Company or a Subsidiary on or after age 65, or, otherwise with the consent of the Company. A "change in control of the Company" means the occurrence of any of the following events:

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1. Voting Stock Accumulations. The accumulation by any Person of

Beneficial Ownership of twenty percent (20%) or more of the combined voting power of the Company's Voting Stock; provided that for purposes of this ARTICLE III, SUBPARAGRAPH 1, a Change in Control will not be deemed to have occurred if the accumulation of twenty percent (20%) or more of the voting power of the Company's Voting Stock results from any acquisition of Voting Stock (a) directly from the Company that is approved by the Incumbent Board, (b) by the Company, (c) by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (d) by any Person pursuant to a Business Combination that complies with CLAUSES (A), (B) AND (C) of ARTICLE III, SUBPARAGRAPH 2; or

2. Business Combinations. Consummation of a Business Combination,

unless, immediately following that Business Combination, (a) all or substantially all of the Persons who were the beneficial owners of Voting Stock of the Company immediately prior to that Business Combination beneficially own, directly or indirectly, more than sixty-six and two-thirds percent (66 2/3%) of the then outstanding shares of common stock and the combined voting power of the

then outstanding voting securities entitled to vote generally in the election of Directors of the entity resulting from that Business Combination (including, without limitation, an entity that as a result of that transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to that Business Combination, of the Voting Stock of the Company, (b) no Person (other than the Company, that entity resulting from that Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Eighty Percent (80%) Subsidiary or that entity resulting from that Business Combination) beneficially owns, directly or indirectly, twenty percent (20%) or more of the then outstanding shares of common stock of the entity resulting from that Business Combination or the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of

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that entity, and (c) at least a majority of the members of the Board of Directors of the entity resulting from that Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for that Business Combination; or

3. Sale of Assets. A sale or other disposition of all or substantially

all of the assets of the Company; or

4. Liquidations or Dissolutions. Approval by the shareholders of the

Company of a complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with CLAUSES (A), (B) AND (C) of ARTICLE III, SUBPARAGRAPH 2.

For purposes of this ARTICLE III, the following definitions will apply:

"Beneficial Ownership" means beneficial ownership as that term is used in Rule 13d-3 promulgated under the Exchange Act.

"Business Combination" means a reorganization, merger or consolidation of the Company.

"Eighty Percent (80%) Subsidiary" means an entity in which the Company directly or indirectly beneficially owns eighty percent (80%) or more of the outstanding Voting Stock.

"Exchange Act" means the Securities Exchange Act of 1934, including amendments, or successor statutes of similar intent.

"Incumbent Board" means a Board of Directors at least a majority of whom consist of individuals who either are (a) members of the Company's Board of Directors as of the date of this Letter or (b) members who become members of the Company's Board of Directors subsequent to the date of this Letter whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds (2/3) of the directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which that person is named as a nominee for director, without

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objection to that nomination), but excluding, for that purpose, any individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors.

"Person" means any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act).

"Voting Stock" means the then outstanding securities of an entity entitled to vote generally in the election of members of that entity's Board of Directors.

"Disability" means permanently and totally disabled as defined in Code Section 22(e)(3). In addition, the Committee shall have complete authority to interpret all provisions of this Plan; to prescribe the form of Agreements; to adopt, amend, and rescind rules and regulations pertaining to the administration of the Plan; and to make all other determinations necessary or advisable for the administration of this Plan. The express grant in the Plan of any specific power to the Committee shall not be construed as limiting any power or authority of the Committee. Any decision made, or action taken, by the committee or in connection with the administration of this Plan shall be final and conclusive. No member of the Committee shall be liable for any act done in good faith with respect to this Plan or any Agreement, Option, SAR or Restricted Stock award.

All expenses of administering this Plan shall be borne by the Company.

The Committee, in its discretion, may delegate to one or more officers of the Company, all or part of the Committee's authority and duties with respect to Participants who are not subject to the reporting and other provisions of Section 16 of the Securities Exchange Act of 1934, as in effect from time to time. In the event of such delegation, and as to matters encompassed by the delegation, references in the Plan to the Committee shall be interpreted as a reference to the Committee's delegate or delegates. The Committee may revoke or amend the terms of a delegation at any time but such action shall not invalidate any prior actions of the Committee's delegate or delegates that were consistent with the terms of the Plan.

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ARTICLE IV

ELIGIBILITY

4.01. General. Any employee of the Company or of any Subsidiary

(including any corporation that becomes a Subsidiary after the adoption of this Plan) is eligible to participate in this Plan if the Committee, in its sole discretion, determines that such person is an officer or key employee. Any such officer or key employee may be awarded shares of Restricted Stock or may be granted one or more Options, SARS, or options and SARS. Directors of the Company who are employees of the Company or a Subsidiary and who are determined to be officers or key employees are eligible to participate in this Plan. A person who is a member of the Committee may not be awarded shares of Restricted Stock and may not be granted options or SARS under this Plan.

4.02. Grants. The Committee will designate individuals to whom shares of

Restricted Stock are to be awarded and to whom Options and SARS are to be granted and will specify the number of shares of Common Stock subject to each award or grant. An option may be granted with or without a related SAR. An SAR may be granted with or without a related Option. All shares of Restricted Stock awarded, and all options and SARS granted, under this Plan shall be evidenced by Agreements which shall be subject to applicable provisions of this Plan and to such other provisions as the Committee may adopt. No Participant may be granted incentive stock options or related SARS (under all incentive stock option plans of the Company and its Subsidiaries) which are first exercisable in any calendar year for stock having an aggregate Fair Market Value (determined as of the date an option is granted) exceeding \$100,000. The preceding annual limitation shall not apply with respect to Options that are not incentive stock options. The aggregate number of options and SARS granted to any Participant during any calendar year shall not exceed 150,000 Options and/or SARS. For purposes of the preceding sentence, Options and any Corresponding SARS shall be treated as a single award.

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ARTICLE V

STOCK SUBJECT TO OPTIONS

Upon the award of shares of Restricted Stock the Company may issue authorized but unissued Common Stock. Upon the exercise of any Option or SAR, the Company may deliver to the Participant (or the Participant's broker if the Participant so directs), authorized but unissued Common Stock. The maximum aggregate number of shares of Common Stock that may be issued pursuant to the exercise of Options and SARS and the award of Restricted Stock under this Plan is 4,000,000, subject to adjustment as provided in Article X. If an Option or SAR is terminated, in whole or in part, for any reason other than its exercise, the number of shares of Common Stock allocated to the Option or SAR or portion thereof may be reallocated to other Options, SARS, and Restricted Stock awards to be granted under this Plan. Any shares of Restricted Stock that are forfeited may be reallocated to other Options, SARS or Restricted Stock awards to be granted under this Plan.

ARTICLE VI

OPTION PRICE

The price per share for Common Stock purchased on the exercise of an option shall be determined by the Committee on the date of grant; provided, however, that the price per share for Common Stock purchased on the exercise of any Option shall not be less than the Fair Market Value on the date the Option is granted.

ARTICLE VII

EXERCISE OF OPTION

7.01. Maximum Option or SAR Period. The maximum period in which an Option or SAR may be exercised shall be determined by the Committee on the date

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of grant except that no Option or SAR shall be exercisable after the expiration of 10 years from the date the Option or SAR was granted. The terms of any option or SAR may provide that it is exercisable for a period less than such maximum period.

7.02. Nontransferability. Any Option or SAR granted under this Plan shall be nontransferable except by will or by the laws of descent and distribution. The preceding sentence to the contrary notwithstanding, if permitted by the Agreement, an Option or SAR granted under this Plan may be transferred to (1) members of the Participant's immediate family, (2) a trust established for the benefit of members of the Participant's immediate family, or (3) a partnership comprised only of immediate family members. "Immediate family" shall include Participant's child(ren), spouse and grandchildren. In the event of any such transfer, the Option and any Corresponding SAR that relates to such Option must be transferred to the same person or person(s), trust or partnership. No right or interest of a Participant in any Option or SAR shall be liable for, or subject to, any lien, obligation, or liability of such Participant or transferee. Any option or SAR transferred shall continue to be subject to the same terms and conditions that were applicable to such Option or SAR prior to such transfer.

7.03. Employee Status. For purposes of determining the applicability of Section 422A of the Code (relating to incentive stock options), or in the event that the terms of any Option or SAR provide that it may be exercised only during employment or within a specified period of time after termination of employment, the Committee may decide to what extent leaves of absence for governmental or military service, illness, temporary disability, or other reasons shall not be deemed interruptions of continuous employment.

ARTICLE VIII

METHOD OF EXERCISE

8.01. Exercise. An Option or SAR granted under this Plan shall be deemed to have been exercised on the Date of Exercise. Subject to the provisions of

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Articles VII and XI, an option or SAR may be exercised in whole at any time or in part from time to time at such times and in compliance with such requirements as the Committee shall determine; provided, however, that a Corresponding SAR that is related to an incentive stock option may be exercised only to the extent that the related Option is exercisable and when the Fair Market Value exceeds the option price of the related option. An Option or SAR granted under this Plan may be exercised with respect to any number of whole shares less than the full number for which the option or SAR could be exercised; provided, however, that an option or SAR must be exercised for no less than twenty-five shares of Common Stock or, if less, the number of shares of Common Stock that remain subject to the Option or SAR. A partial exercise of an Option or SAR shall not affect the right to exercise the Option or SAR from time to time in accordance with this Plan and the applicable Agreement with respect to remaining shares subject to the Option or related to the SAR. The exercise of either an Option or Corresponding SAR shall result in the termination of the other to the extent of the number of shares with respect to which the option or Corresponding SAR is exercised.

8.02. Payment. Unless otherwise provided by the Agreement, payment of the Option price shall be made in cash or a cash equivalent acceptable to the Committee. If the Agreement provides, payment of all or part of the Option price may be made by surrendering shares of Common Stock to the Company; provided, however, that shares of Common Stock may be surrendered in payment of all or part of the option price only if the surrendered shares have been held by the Participant for at least six months prior to the Date of Exercise. If Common Stock is used to pay all or part of the option price, the shares surrendered must have a Fair Market Value (determined as of the day preceding

the Date of Exercise) that is not less than such price or part thereof.

8.03. Determination of Payment of Cash and/or Common Stock Upon Exercise

of SAR. At the Committee's discretion, the amount payable as a result of the

exercise of an SAR may be settled in cash, Common Stock, or a combination of
cash and Common Stock. No fractional shares shall be deliverable upon the
exercise of an SAR but a cash payment will be made in lieu thereof.

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8.04. Shareholder Rights. No Participant shall have any rights as a

stockholder with respect to shares subject to his option or SAR until the Date
of Exercise of such Option or SAR.

ARTICLE IX

RESTRICTED STOCK

9.01. Award. In accordance with the provisions of Article IV, the

Committee will designate each individual to whom an award of Restricted Stock is
to be made and will specify the number of shares of Common Stock covered by the
award.

9.02. Vesting. The Committee, on the date of the award, shall prescribe

that a Participant's rights in the Restricted Stock shall be non-transferable
and forfeitable for a period of time no less than three (3) years from the date
of grant. By way of example and not of limitation, shares shall vest no earlier
than three (3) years after date of grant and may provide that the shares will be
forfeited if the Participant separates from the service of the Company and its
Subsidiaries before the expiration of a stated term (not less than three years)
or if the Company, the Company and its Subsidiaries or the Participant fail to
achieve stated objectives.

9.03. Shareholder Rights. Prior to their forfeiture in accordance with

the terms of the Agreement and while the shares are Restricted Stock, a
Participant will have all rights of a shareholder with respect to Restricted
Stock, including the right to receive dividends and vote the shares; provided,
however, that (i) a Participant may not sell, transfer, pledge, exchange,
hypothesize, or otherwise dispose of Restricted Stock, (ii) the Company shall
retain custody of the certificates evidencing shares of Restricted Stock, and
(iii) the Participant will deliver to the Company a stock power, endorsed in
blank, with respect to each award of Restricted Stock. The limitations set
forth in the preceding sentence shall not apply after the shares cease to be
Restricted Stock.

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ARTICLE X

ADJUSTMENT UPON CHANGE IN COMMON STOCK

The maximum number of shares as to which Restricted Stock may be awarded
and as to which options and SARs may be granted under this Plan shall be
proportionately adjusted, and the terms of outstanding Restricted Stock awards,
options, and SARs shall be adjusted, as the Committee shall determine to be
equitably required in the event that the Company (a) effects one or more stock
dividends, stock split-ups, subdivisions or consolidations of shares or (b)
engages in a transaction to which Section 425 of the Code applies. Any
determination made under this Article X by the Committee shall be final and
conclusive.

The issuance by the Company of shares of stock of any class, or
securities convertible into shares of stock of any class, for cash or property,
or for labor or services, either upon direct sale or upon the exercise of rights
or warrants to subscribe therefor, or upon conversion of shares or obligations
of the Company convertible into such shares or other securities, shall not
affect, and no adjustment by reason thereof shall be made with respect to,
outstanding awards of Restricted Stock, Options or SARs.

The Committee may award shares of Restricted Stock, may grant Options,
and may grant SARs in substitution for stock awards, stock options, stock
appreciation rights, or similar awards held by an individual who becomes an
employee of the Company or a Subsidiary in connection with a transaction
described in the first paragraph of this Article X. Notwithstanding any
provision of the Plan (other than the limitation of Article V), the terms of
such substituted Restricted Stock awards and Option or SAR grants shall be as
the Committee, in its discretion, determines is appropriate.

ARTICLE XI

COMPLIANCE WITH LAW AND APPROVAL OF REGULATORY BODIES

No Option or SAR shall be exercisable, no Common Stock shall be issued, no certificates for shares of Common Stock shall be delivered, and no payment shall be made under this Plan except in compliance with all applicable federal

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and state laws and regulations (including, without limitation, withholding tax requirements) and the rules of all domestic stock exchanges on which the Company's shares may be listed. The Company shall have the right to rely on an opinion of its counsel as to such compliance. Any share certificate issued to evidence Common Stock for which shares of Restricted Stock are awarded or for which an option or SAR is exercised may bear such legends and statements as the Committee may deem advisable to assure compliance with federal and state laws and regulations. No Option or SAR shall be exercisable, no Common Stock shall be issued, no certificate for shares shall be delivered, and no payment shall be made under this Plan until the Company has obtained such consent or approval as the Committee may deem advisable from regulatory bodies having jurisdiction over such matters.

ARTICLE XII

GENERAL PROVISIONS

12.01. Effect on Employment. Neither the adoption of this Plan, its operation, nor any documents describing or referring to this Plan (or any part thereof) shall confer upon any employee any right to continue in the employ of the Company or a Subsidiary or in any way affect any right and power of the Company or a Subsidiary to terminate the employment of any employee at any time with or without assigning a reason therefor.

12.02. Unfunded Plan. The Plan, insofar as it provides for grants, shall be unfunded, and the Company shall not be required to segregate any assets that may at any time be represented by grants under this Plan. Any liability of the Company to any person with respect to any grant under this Plan shall be based solely upon any contractual obligations that may be created pursuant to this Plan. No such obligation of the Company shall be deemed to be secured by any pledge of, or other encumbrance on, any property of the Company.

12.03. Rules of Construction. Headings are given to the articles and sections of this Plan solely as a convenience to facilitate reference. The reference to any statute, regulation, or other provision of law shall be construed to refer to any amendment to or successor of such provision of law.

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ARTICLE XIII

AMENDMENT

The Board may amend or terminate this Plan from time to time; provided, however, that no amendment may become effective until shareholder approval is obtained if (i) the amendment increases the aggregate number of shares of Common Stock that may be issued under the Plan, (ii) the amendment changes the class of individuals eligible to become Participants, or (iii) the amendment extends the duration of the Plan. No amendment shall, without a Participant's consent, adversely affect any rights of such Participant under any outstanding Restricted Stock award or under any Option or SAR outstanding at the time such amendment is made.

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ARTICLE XIV

DURATION OF PLAN

No shares of Restricted Stock may be awarded and no Option or SAR may be granted under this Plan after January 31, 2000. Restricted Stock awards and Options and SARs granted before that date shall remain valid in accordance with their terms.

ARTICLE XV

EFFECTIVE DATE OF PLAN

Shares of Restricted Stock may be awarded and Options and SARs may be granted under this Plan upon its adoption by the Board, provided that no Restricted Stock award, Option or SAR will be effective unless this Plan is approved by shareholders holding a majority of the Company's outstanding voting stock, voting either in person or by proxy at a duly held shareholders' meeting within twelve months of such adoption.

EQUIFAX INC.

NON-QUALIFIED STOCK OPTION AGREEMENT

Number of Shares:

Option Price: \$

Date of Grant:

THIS AGREEMENT is entered into as of the above Date of Grant, by and between Equifax Inc., a Georgia corporation (the "Company"), and the above-named Participant ("Participant"). This Agreement is subject to the provisions of the [] (the "Plan") and, unless defined in this Agreement, all terms used in this Agreement have the same meanings given them in the Plan.

1. GRANT OF OPTION. The Company on the "Date of Grant" granted to Participant -----
(subject to the terms of the Plan and this Agreement) the right to purchase from the Company all or part of the Number of Shares stated above (the "Option"). This Agreement is not intended to be an incentive stock option under section 422A of the Internal Revenue Code of 1986 (the "Code").
2. BASIC TERMS AND CONDITIONS. The Option is subject to the following basic -----
terms and conditions:
 - (a) EXPIRATION DATE. The Option will expire ten (10) years from the Date -----
of Grant (the "Expiration Date").
 - (b) EXERCISE OF OPTION. Except as provided in SUBPARAGRAPH 2(E) or -----
PARAGRAPH 3, the Option will be exercisable in accordance with schedule on Attachment "A" of this Agreement. Once exercisable, it will continue to be exercisable until the earlier of the termination of Participant's rights under SUBPARAGRAPH 2(E) or PARAGRAPH 3, or the Expiration Date. The Option may be exercised in one or more exercises, provided that each exercise must be for a multiple of twenty-five (25) shares (e.g., 25 shares, 50 shares, 100 shares), up to the full number for which the option is then exercisable, unless the number of shares then exercisable is less than twenty-five (25), in which case the Option may be exercised for that lesser number of shares.
 - (c) METHOD OF EXERCISE AND PAYMENT FOR SHARES. In order to exercise -----
the Option, Participant, or Participant's broker, must give written notice on the Company's stock option exercise form or by electronic notification, together with payment of the Option Price to the Company's Stock Option Administrator at the Company's principal office in Atlanta, Georgia, or as otherwise directed by the Administrator. The Date of Exercise will be the date of the notice. Participant must pay the Option Price in cash or a cash equivalent acceptable to the Committee, or by the surrender of shares of Common Stock (held by Participant for at least six (6) months) with an aggregate Fair Market Value (based on the closing price of a share of Common Stock as reported on the New York Stock Exchange composite index on the Date of Exercise) that is not less than the Option Price.

If at exercise, Participant is not in compliance with the Company's minimum stock ownership guidelines then in effect for Participant's job grade or classification, Participant will not be entitled to exercise the Option using a "cashless exercise program" of the Company (if then in effect) and receive any net cash proceeds upon the exercise of the Option, unless Participant uses those proceeds to pay the exercise price in connection with a further exercise of the Option and agrees to hold the stock acquired as a result of that additional exercise for at least one (1) year.
 - (d) NON-TRANSFERABILITY. Participant's rights under this Agreement are non- -----
transferable except by will or by the laws of descent and distribution, in which case all of Participant's remaining rights under this Agreement must be transferred undivided to the same person or persons. During Participant's lifetime, only Participant (or Participant's legal representative if Participant is incompetent) may exercise the Option.
 - (e) TERMINATION OF EMPLOYMENT. Except as provided IN SUBPARAGRAPHS (I), -----
(II), (III) OR (IV) below, or PARAGRAPH 3, the Option is not

exercisable after termination of Participant's employment with the Company or a Subsidiary.

(i) JOB ELIMINATION. Except as provided in SUBPARAGRAPH (IV) below

FOR PARAGRAPH 3, if the termination of Participant's employment results from the Company's elimination of the position held by Participant, then Participant will continue to have those exercise rights specified in SUBPARAGRAPH 2(B), and PARAGRAPH 3 if applicable, existing as of the date of termination until the earlier of the last day of the twelve (12) month period following termination of employment or the Expiration Date.

(ii) RETIREMENT. Except as provided in SUBPARAGRAPH (IV) below or

PARAGRAPH 3, if the termination of Participant's employment results from Participant's Retirement, Participant will continue to have those exercise rights specified in SUBPARAGRAPH 2(B), and PARAGRAPH 3 if applicable, existing as of the date of termination until the earlier of the last day of the sixty (60) month period following Participant's Retirement or the Expiration Date. "Retirement" means Participant's termination of employment with the Company or a Subsidiary (other than by the Company or a Subsidiary for Cause) at a time when Participant is eligible for immediate benefits under Participant's applicable retirement plan, if any.

(iii) DISABILITY. Except as provided in SUBPARAGRAPH (IV) below or

PARAGRAPH 3, if the termination of Participant's employment results from Participant's total and permanent disability, confirmed by a licensed physician's statement, then the Participant will have the exercise rights specified in SUBPARAGRAPH 2(B), and PARAGRAPH 3 if applicable, as of the last date of Participant's active employment until the earlier of the last day of the sixty (60) month period following the last date of Participant's active employment or the Expiration Date.

(iv) DEATH. If the termination of Participant's employment results from

Participant's death, then Participant's estate, or the person(s) to whom Participant's rights under this Agreement pass by will or the laws of descent and distribution, will have those exercise rights specified in SUBPARAGRAPH 2(B), and PARAGRAPH 3 if applicable, as of the date of death until the earlier of the last day of the sixty (60) month period following Participant's death or the Expiration Date. If Participant dies following termination of employment and prior to the expiration of any remaining period during which the Option may be exercised in accordance with SUBPARAGRAPHS (I), (II) OR (III) above, then notwithstanding the provisions of those subparagraphs, the remaining period during which the option will be exercisable (by Participant's estate, or the person(s) to whom Participant's rights under this Agreement pass by will or the laws of descent and distribution) will not be less than six (6) months from the date of death; provide that under no circumstances will the Option be exercisable after the Expiration Date.

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3. CHANGE IN CONTROL. If a Change in Control of the Company occurs while

Participant is employed by the Company or a Subsidiary, then the Option will become immediately exercisable with respect to that portion of the Number of Shares with respect to which the Option had not yet been exercised or exercisable (the "Unexercised Portion"). If Participant's employment with the Company or a Subsidiary terminates after the Date on which the Change in Control occurs other than as a result of a termination by the Company or a Subsidiary for Cause, then Participant (or, if applicable, Participant's estate or the person(s) to whom Participant's rights under this Agreement pass by will or the laws of descent and distribution) may exercise the Unexercised Portion until the earlier of the last day of the sixty (60) month period following the termination of Participant's employment or the Expiration Date.

4. TERMINATION FOR CAUSE. For purposes of this Agreement, termination for

"Cause" means termination as a result of (a) the willful and continued failure by Participant to substantially perform his or her duties with the Company (other than a failure resulting from Participant's incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Participant by his or her superior officer which specifically identifies the manner the officer believes that Participant has not substantially performed his or her duties, or (b) Participant's willful misconduct which materially injures the Company, monetarily or otherwise. For purposes of this paragraph, Participant's act, or failure to act, will not be considered "willful" unless the act or

failure to act is not in good faith and without reasonable belief that his or her action or omission was in the best interest of the Company.

- 5. FRACTIONAL SHARES. Fractional shares will not be issued, and when any provision of this Agreement otherwise would entitle Participant to receive a fractional share, that fraction will be disregarded.
- 6. NO RIGHT TO CONTINUED EMPLOYMENT. This Agreement does not give Participant any right to continued employment by the Company or a Subsidiary, and it will not interfere in any way with the right the Company or Subsidiary otherwise may have to terminate Participant's employment at any time.
- 7. CHANGE IN CAPITAL STRUCTURE. The terms of this Option will be adjusted as the Committee determines is equitably required if the Company (a) effects one or more stock dividends, stock splits, subdivisions or consolidations of shares or (b) engages in a transaction to which section 425 or any successor provision of the Code applies.
- 8. GOVERNING LAW. The Agreement is governed by the laws of the State of Georgia.
- 9. CONFLICTS. If provisions of the Plan in effect on the Date of Grant and the provisions of this Agreement conflict, the Plan provisions will govern. All references to the Plan in this Agreement mean the Plan in effect on the Date of Grant.
- 10. PARTICIPANT BOUND BY PLAN. Participant acknowledges receiving a copy of the Plan and agrees to be bound by all its terms and provisions.
- 11. BINDING EFFECT. Except as limited by the Plan or this Agreement, this Agreement is binding on and extends to the legatees, distributees, and personal representatives of Participant and the successors of the Company.

- 12. TAXES. Under procedures established by the Committee, the Company may withhold from Common Stock delivered to the Participant sufficient shares of Common Stock (valued as of the Date of Exercise) to satisfy federal, state and local withholding and employment taxes, or the Participant will pay or deliver to the Company cash or Common Stock (valued as of the Date of Exercise) in sufficient amounts to satisfy these obligations.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Company and Participant have signed this Agreement effective as of the Date of Grant.

EQUIFAX INC.

Participant's Signature

By: _____
Print Participant's Name

Name: _____

Title: _____

EQUIFAX INC.

RESTRICTED STOCK AWARD

THIS AGREEMENT, is entered into this ____ day of _____, 199_, between EQUIFAX INC., a Georgia corporation (the "Company"), and _____ ("Participant"), and is made pursuant and subject to the provisions of the Company's _____ (the "Plan"), a copy of which was previously furnished to the Participant. All terms used in this Agreement that are defined in the Plan have the same meaning given them in the Plan.

1. Award of Stock. Pursuant to the Plan, the Company, on _____ (the "Date of Grant"), awarded the Participant, subject to the terms and conditions of the Plan and subject to the terms and conditions contained in this Agreement, _____ shares of Common Stock of the Company (the "Restricted Stock").
1. Terms and Conditions.

 - a) Conditions for Vesting. Attached to this Agreement is Exhibit "A," _____ which contains terms and conditions for Vesting ("Conditions for Vesting"), which is a part of this Agreement.
 - b) Stock Power. The participant will deliver to the Company a stock power, _____ endorsed in blank, with respect to the Restricted Stock.
 - c) Custody of Certificate. Custody of stock certificates evidencing shares _____ of Restricted Stock will be retained by the Company until the Conditions for Vesting are satisfied (except as provided in paragraph 3, below).
3. Death, Disability, Retirement or Change in Control. Paragraph 2 to the _____ contrary notwithstanding, in the event of the Participant's death, disability termination or Retirement while in the employ of the Company or a Subsidiary or if a Change in Control occurs, Participant's rights in the shares of Restricted Stock awarded pursuant to this Agreement will become nonforfeitable and transferable as of the date of the Participant's death, disability termination or Retirement or the Control Change Date. The "Control Change Date" means the date on which the Change in Control occurs.
4. Retirement. For purposes of this Agreement, "Retirement" means _____ Participant's termination of employment with the Company or a Subsidiary (other than by the Company or a Subsidiary for Cause) at a time when Participant is eligible for immediate benefits under Participant's applicable retirement plan, if any, or in the absence of an applicable retirement plan, as determined by the Committee.
5. Shareholder Rights. With respect to Restricted Stock, a Participant will _____ have the right to receive dividends and vote shares of Restricted Stock.
6. Fractional Shares. Fractional shares will not be issuable hereunder, and _____ when any provision hereof may entitle Participant to a fractional share such fraction shall be disregarded.
7. No Right To Continued Employment. This Restricted Stock award does not give _____ Participant any right to continued employment by the Company or a Subsidiary. Nothing in this Agreement will interfere in any way with the right of the Company or Subsidiary to terminate a Participant's employment at any time.
8. Change in Capital Structure. The terms of this Restricted Stock Award will _____ be adjusted as the Committee determines is equitably required in the event the Company (a) effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares, or (b) engages in a transaction to which section 425 of the Code applies.
9. Governing Law. This Agreement will be governed by the laws of the State of _____ Georgia.
10. Conflicts. In the event of any conflict between the provisions of the Plan

in effect on the Date of Grant and the provisions of this Agreement, the provisions of the Plan will govern. All references to the Plan in this Agreement mean the Plan as in effect on the Date of Grant of Restricted Stock.

11. Participant Bound by Plan. Participant acknowledges receipt of a copy of -----
the Plan and agrees to be bound by its terms and provisions.

12. Binding Effect. Subject to the limitations above and in the Plan, this -----
Agreement will be binding upon and inure to the benefit of the legatees, distributees., and personal representatives of the Participant and the successors of the Company.

13. Taxes. The Participant will pay to the Company an amount as may be -----
required to satisfy withholding and employment taxes on or before the date when the Restricted Stock is delivered to Participant. Such payment will be in cash unless participant executes a tax withholding election form. In this case, a sufficient number of shares will be withheld to satisfy all tax obligations.

IN WITNESS WHEREOF, a duly authorized officer of the Company and Participant have signed this Agreement.

EQUIFAX INC.

By: /s/ John T. Chandler

John T. Chandler
Corporate Vice President

Participant

SEVERANCE PAY PLAN SUMMARY

The Equifax Inc. Severance Pay Plan was amended effective January 1, 1998 to provide a competitive benefit to Equifax employees who are terminated due to job elimination or office relocation, to simplify the General Release employees must sign to receive this benefit, and to reduce or eliminate severance paid for poor performance and conduct-related terminations.

Non-exempt employees terminated due to job elimination, overstaffing or closed offices will receive two weeks severance pay for the first four years of employment, plus one additional week of pay for every year beginning the 5th year they complete with Equifax, with a maximum of 26 weeks. Exempt employees will receive four weeks of severance pay for their first year of employment, plus an additional two weeks pay for every year they complete, with a maximum of 52 weeks.

Non-exempt employees terminated due to poor or unsatisfactory performance who have been at Equifax less than ten years will receive two weeks of severance pay, those with at least ten years but less than 15 will receive four weeks, and those with 15 or more years will receive six weeks severance pay. Exempt employees who have been at Equifax for less than five years will receive four weeks severance pay, those with at least five but less than ten will receive eight weeks, and those with ten years or more will receive 12 weeks severance pay.

Payments to employees are made in two ways: a single lump sum for employees receiving severance pay of four weeks or less, and bi-weekly for those receiving severance pay for more than four weeks.

Severance is not paid to employees who voluntarily resign, retire or are terminated for conduct related issues such as poor attendance, insubordination, dishonesty, drug/alcohol use or possession, poor conduct, violation of fundamental procedures or conflict of interest.

SPACE LEASE

BETWEEN

1600 PEACHTREE, L.L.C.
"LESSOR"

AND

EQUIFAX INC.
"LESSEE"

SPACE LEASE

THIS SPACE LEASE (this "Lease"), made and entered into this ____ day of March, 1998, by and between 1600 PEACHTREE, L.L.C. ("LESSOR") , and EQUIFAX INC. ("LESSEE"), a Georgia corporation.

ARTICLE I
DEMISE OF PREMISES

SECTION 1.01. DEMISE. For and in consideration of the payment of rent

herein reserved to be paid by LESSEE and the performance of the covenants and agreements herein contained on the part of LESSEE to be kept, observed and performed, LESSOR does hereby demise and lease to LESSEE, and LESSEE does hereby take and hire, upon and subject to the terms and conditions herein contained, approximately 92,500 square feet of building space which is outlined in red on

Exhibit "A" hereof (the "Premises") and located on the land described in Exhibit
- -----
"I" hereto (the "Land") together with (i) the right to park up to 390
- ---

automobiles in the multistory parking garage which is situated under the building in which the Premises is located and in the surface parking spaces located around the Premises and the Land (provided that if the aggregate number of parking spaces available in such parking garage and the surface parking spaces is less than 1,100, then the 390 parking spaces for LESSEE shall be reduced proportionately to maintain the same ratio of parking spaces as 390 bears to 1,100 but in no event shall such number be less than 350), and (ii) the non-exclusive right to use all access roads and drives that connect the parking garage and surface parking to all public roads or private drives and the other Common

Areas, provided that LESSOR may change, relocate or eliminate such access roads or drives so long as it provides uninterrupted access to the parking garage and surface parking spaces and such actions do not interfere with LESSEE'S operations from the Premises, all subject to the encumbrances set forth in Exhibit "B" hereof.

SECTION 1.02. PARKING. In the event that either LESSOR or LESSEE requires

parking spaces in addition to those available in the parking garage under the Premises and the surface parking spaces, LESSOR will at LESSOR'S expense pave and stripe the land around the parking garage. LESSEE will reimburse LESSOR for a share of LESSOR'S actual, out-of-pocket expense in providing such paving and striping, such share to be determined by the ratio of the number of parking spaces available to LESSEE and the total number of parking spaces after such paving and striping. In the event that LESSOR provides reserved parking spaces to any third party tenant of the buildings on the Land, then a ratio shall be established showing the number of reserved spaces provided to such third party tenant to the number of square feet leased by such third party tenant, and LESSEE shall be entitled to a number of comparable reserved parking spaces so that its ratio of reserved spaces to square feet leased is equal to such ratio for such third party tenant. LESSOR cannot grant to third party tenants of the buildings on the Land a number of parking spaces which when added to those allotted to LESSEE herein exceed the available parking at the Premises and on the Land unless LESSOR adds an additional number of spaces acceptable to LESSEE. In the event that LESSEE shall obtain for its own benefit the right to park automobiles on property other than the Land, such rights shall be exclusively for the benefit of LESSEE and shall not affect the provisions of this paragraph.

LESSEE represents that as of

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the date hereof there are at least 987 parking spaces located in the parking garage and the surface parking spaces located around the Premises and the Land.

SECTION 1.03. CAFETERIA. LESSOR further grants to LESSEE the right to

use the cafeteria presently located in the building in front of the building in which the Premises is located, together with the right of reasonable access through such adjoining building to such cafeteria until such time as LESSOR leases to a third party the building located in front of the building in which the Premises is located and commonly referred to as "Building B". In the event that LESSOR leases the buildings in front of the building in which the Premises is located to an entity which intends to operate the cafeteria presently located in such building, LESSOR will use reasonable efforts to insert into its lease with such entity that such entity must negotiate with LESSEE for an agreement permitting LESSEE'S employees in the Premises to utilize such cafeteria in common with the employees of such entity. In the event that LESSEE's employees are not allowed to use such cafeteria, LESSEE shall be permitted to remove all of its equipment from such cafeteria, and LESSEE shall repair any damage to such building as a result of such removal. As of the date hereof, the cafeteria equipment of LESSEE is described on Exhibit "H" hereto. In the event that after

March 31, 2004 LESSEE is the exclusive user of such cafeteria LESSEE shall pay Rent with respect to the cafeteria for so long as LESSEE is the exclusive user thereof at the rate of \$11.00 per square foot being used for the cafeteria. LESSEE and LESSOR shall in good faith attempt to agree upon a calculation of the square footage of the cafeteria being used, and in the event that LESSOR and LESSEE are unable to agree upon such calculation, then the calculation of such square footage shall be made by an independent architect mutually acceptable to LESSOR and

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LESSEE in accordance with the standard method for measuring floor area in office buildings as calculated pursuant to the 1996 BOMA Standard for calculation.

SECTION 1.04. SIGN. LESSEE has a sign on the rear of the parking garage

facing the I-75, I-85 Interchange and LESSEE may keep such sign in place, paying all costs and expenses in connection therewith until the earlier of (i) March 31, 2004; or (ii) the date of receipt by LESSEE of a written notice stating that it is a notice given pursuant to this Section 1.04 and that LESSOR has executed a lease with a tenant any part of the buildings on the Land (other than the building in which the Premises is located) (the "Sign Removal Date"). Commencing on the Sign Removal Date, LESSEE will, at LESSEE'S sole cost and expense, remove such sign and repair all damage to the building caused by such sign and/or its removal and provided that LESSEE completes removal and restoration within 30 days after the Sign Removal Date, LESSEE will be entitled, throughout the balance of the Term, to maintain a smaller sign on the rear of such parking garage on the following terms and conditions:

(i) the sign will have on it only the name of LESSEE'S company or division, and the size and format of the letters forming such name will be subject to LESSOR'S prior written approval, not to be unreasonably withheld or delayed;

(ii) the sign will be placed below the sign of the principal occupant of the building which was formerly LESSEE'S headquarters building; and

(iii) the sign will occupy not more than forty percent (40%) of the space allowed by applicable municipal ordinances.

The provision of this Section 1.04 shall be for the benefit of Equifax Inc. only and its successors by merger or a purchaser of all or substantially all of the assets of Equifax Inc.

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Lessee shall be entitled to have "directional" signs on the Land, but the size and location of such directional signs will always be subject to Lessor's prior written approval.

ARTICLE II
TERM OF LEASE

SECTION 2.01. TERM OF LEASE. The term of this Lease (the "Term") shall

commence on the date that the termination of the HEADQUARTERS FACILITY LEASE becomes effective pursuant to a Lease Termination Agreement of even date herewith and, unless sooner terminated as herein provided, shall continue thereafter for fourteen (14) years. Upon the commencement of the Term, LESSOR and LESSEE shall upon the request of either of them enter into an agreement

confirming the dates the Term commenced and is scheduled to terminate.

ARTICLE III
COVENANTS AND WARRANTIES OF LESSOR AND LESSEE

SECTION 3.01. DEMISE OF LEASEHOLD ESTATE BY LESSOR. LESSOR warrants that

it has full right and lawful authority to enter into this Lease; and that it is lawfully seized of good, marketable and indefeasible record fee simple title to the Land and the Premises, subject to the encumbrances set forth in Exhibit "B"

hereof.

SECTION 3.02. AUTHORITY OF LESSEE. LESSEE warrants that it has full right

and lawful authority to enter into this Lease and to keep and perform the covenants herein contained.

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SECTION 3.03. QUIET ENJOYMENT. LESSOR warrants that, unless an Event of

Default shall have occurred and be continuing, the LESSEE'S peaceful possession, use and enjoyment of the Premises in accordance with this Lease shall not be interrupted or disturbed by the LESSOR or any person or entity claiming by, through or under the LESSOR.

ARTICLE IV
ANNUAL RENT AND ADDITIONAL RENTAL

SECTION 4.01. RENT. LESSEE covenants and agrees to pay LESSOR, in lawful

money of the United States of America, without set-off or deduction, during the Term as rent hereunder, a base annual rent (the "Rent") as follows:

YEARS	RENT	RENT BASED ON 92,500 SQUARE FEET LEASED
(i) 1-5	\$ 9.50 per square foot	\$ 878,750
(ii) 6-10	\$10.25 per square foot	\$ 948,125
(iii) 11-14	\$11.00 per square foot	\$1,017,500

Rent shall be payable in equal monthly installments, in advance, on or before the first day of each month. Rent for a partial month at the beginning or end of the term shall be prorated.

SECTION 4.02. ADDITIONAL RENTAL. LESSEE covenants and agrees to pay to

LESSOR, from time to time as provided in this Lease, and as "Additional Rental": (a) interest (hereinafter called "Interest") at the annual rate equal to ten percent (10%) on all installments of Rent not paid within five (5) days after LESSEE receives from LESSOR written notice that one or more installments of Rent were not paid on the due date, until the date of payment; (b) all other sums which LESSEE herein agrees to assume and pay to third parties in those circumstances where

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LESSEE shall fail or refuse to pay such third parties and the same is paid by LESSOR; and (c) Interest at the rate specified in Section 4.02 on the sums described in (b), next preceding, from the due date until paid or, if demand is required therefor by the terms of this Lease, from the date of demand until paid. In the event of any failure on the part of LESSEE to pay any Additional Rental, LESSOR shall have all the rights, powers and remedies provided for in this Lease or at law or in equity or otherwise in the event of the nonpayment of Rent.

SECTION 4.03. NET LEASE; NON-TERMINATION. This Lease is a net Lease and

Rent and Additional Rental shall be paid without notice, demand (except as expressly provided herein in the case of certain Additional Rental), counterclaim, setoff, deduction or defense and, without abatement, suspension, deferment, diminution or reduction. Except as otherwise provided in this Lease, this Lease shall not terminate nor shall LESSEE have any right to terminate this Lease or be entitled to the abatement of any Rent hereunder or any reduction thereof, nor shall the obligations of LESSEE under this Lease be otherwise affected, by reason of (a) any damage to or destruction of all or any portion of the Premises from whatever cause, except as provided in ARTICLE XIII or ARTICLE XIV, (b) the prohibition, limitation or restriction of or interference with LESSEE'S use of all or any portion of the Premises (except when such constitutes a breach of LESSOR'S covenant of quiet enjoyment), (c) the failure on the part of LESSOR to perform or comply with any term, provision or covenant of any other agreement to which LESSOR and LESSEE may be parties, (d) the entry of a decree

or order for relief by a court having jurisdiction in the Premises in respect of LESSEE in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of LESSEE or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days, (e) the commencement by LESSEE of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator

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(or other similar official) of LESSEE or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of LESSEE generally to pay its debts as such debts become due, or the taking of corporate action by LESSEE in furtherance of any of the foregoing, or (f) any claim which LESSEE has or might have against LESSOR. Except as otherwise expressly provided in this Lease, LESSEE waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Lease or the leasehold estate in the Premises or any part thereof, or to any abatement, suspension, deferment, diminution or reduction of Rent. It is the purpose and intent of LESSOR and LESSEE that Rent and Additional Rental (where payable to LESSOR) shall be absolutely net to LESSOR, so that this Lease shall yield, net, to LESSOR, Rent specified in 4.01 and Additional Rental specified in 4.02 hereof throughout the Term, and that all costs, expenses and obligations of every kind or nature whatsoever relating to the Premises which may arise and become due as specified in 5.01 and 5.02 hereof or elsewhere herein during the Term shall be paid by LESSEE, and that LESSOR shall be indemnified and saved harmless by LESSEE from and against the same, except as expressly provided herein.

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ARTICLE V
TAXES, ASSESSMENTS AND CHARGES

SECTION 5.01. TAXES AND ASSESSMENTS. Subject to the provisions of 11.01

hereof (concerning "Permitted Contests"), LESSEE covenants and agrees to pay to LESSOR after receipt of a copy of the tax bill and a calculation of LESSEE'S prorata share of taxes from Lessor, but before the same become delinquent and before any fine, penalty, or interest may be added for nonpayment, LESSEE'S prorata share of any and all taxes, assessments, license or permit fees, excises, imposts and charges of every nature and classification (all or any one of which are hereinafter referred to as "Tax") that at any time during the Term are levied, assessed, charged or imposed upon LESSOR'S fee simple and/or reversionary interest in land and buildings on and in which the Premises is situated, LESSEE shall pay to LESSOR any tax on Rent or Additional Rental reserved or payable hereunder (including any gross receipts or other taxes levied upon, assessed against or measured by the Rent or Additional Rental); provided, however, that LESSEE shall not be obligated to pay any municipal, state or federal income, inheritance or estate tax or any tax imposed, levied or assessed with respect to or because of the income, appreciation or other benefit derived by LESSOR from or by virtue of this Lease or the estate of LESSOR under this Lease under currently existing applicable laws and regulations; provided, however, that if at any time during the Term the methods of taxation prevailing at the commencement of the Term shall be altered so that any imposition which at the commencement of or during the Term is or shall be levied, assessed or imposed on real estate and the improvements thereon is thereafter levied, assessed or imposed wholly or partially (a) on the rents received from real estate or the improvements thereon, or (b) as a tax assessment, levy or license fee (regardless of the form and

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regardless of the taxing authority) upon LESSOR, measured by Rent and Additional Rental payable under this Lease, then all such substitute taxes, assessments, levies or license fees shall be deemed to be included within the meaning of the term "Tax" for purposes hereof, and LESSEE shall pay and discharge the same as herein provided in respect to the payment of Tax. LESSEE'S prorata share shall be determined by multiplying the Tax by a fraction, the numerator of which is the total number of square feet in the Premises and the denominator of which is the total number of square feet in the office buildings located on the Land, but not the parking garage which are the subject of the Tax. The quotient so obtained shall be LESSEE'S prorata share of such Tax. As of the date hereof, LESSEE'S prorata share of such Tax is 27.82% (92,500 / 332,500). Tax due during the initial and final year of the Term, will be prorated. Lessee shall not be responsible for any part of any tax increases that are assessed because of new construction on the Land unless such new construction is performed at the request of Lessee. In the event of any assessment for improvements serving or

relating to the use of the Premises which is payable in installments, LESSEE'S prorata share thereof shall be further limited to those installments becoming due during the Term.

Notwithstanding the calculation of LESSEE's prorata share as provided above, LESSOR may in connection with the leasing of the space in the buildings located in front of the building in which the Premises is located remeasure the rentable square feet of such improvements and the Premises. Such remeasurement shall be performed by an independent architect reasonably acceptable to LESSOR and LESSEE and shall be performed in accordance with the provisions of Section 1.03 of this Lease. Upon completion of such remeasurement, LESSOR shall provide a copy of such architect's determination to LESSEE, and LESSEE's prorata share shall be

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redetermined from and after such date, with the area of the improvements to the Land and the Premises being based on such measurement. Such recalculation shall only affect the calculation of LESSEE's prorata share and shall not, without limiting the foregoing, affect the calculation of the Rent.

SECTION 5.02. CHARGES. LESSOR covenants and agrees that it shall be

responsible for providing to the Premises (including the signs maintained by LESSEE pursuant to 1.04 above) and the Common Facilities all public or private utility services including, but not limited to, water, sewer, gas, light, heat and air conditioning, telephone, electricity, trash removal, power and other utility and communication services, together with the services described in Exhibit "C" attached hereto and made a part hereof. Subject to the provisions

of 11.01 hereof (concerning Permitted Contests) and 6.03 (concerning Audits), LESSEE covenants and agrees that it shall pay in accordance with usual and customary business practices as such shall become due all charges for all public or private utility services including, but not limited to, water, sewer, gas, light, heat and air conditioning, telephone, electricity, trash removal, power and other utility and communications services together with the services described in Exhibit "C" (all or anyone of which are hereinafter referred to as

"Charge") that at any time during the Term are rendered or become due and payable with respect to the Premises. LESSEE will be responsible for installing meters so that electrical service to the Premises is separately metered for the Premises, and LESSOR shall install meters so that electrical service to the balance of the improvements on the Land is separately metered. LESSEE shall pay to LESSOR within thirty (30) days of receipt of an invoice therefor from LESSOR LESSEE's prorata share of the actual, out-of-pocket costs of the Charges for water and sewer, subject to the provisions of 6.03 (concerning Audits) below. If LESSEE's business in the

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Premises, or any portion thereof, is materially adversely affected as a result of any interruption in the services described above as a result of the acts or omissions of LESSOR or its agents or contractors for a period of five (5) consecutive business days, then Rent and all other amounts payable hereunder shall abate in the proportion that the Premises are so materially adversely affected until the entire Premises or portion thereof that was so materially adversely affected are again usable without such material adverse effect, such abatement to commence on the sixth (6th) day after such interruption.

The parties acknowledge that the Premises contains a heating and air conditioning system designed primarily to provide service to the Premises, and that the remainder of the buildings on the Land also have a separate heating and air conditioning system which is intended primarily to provide service to such buildings. Notwithstanding the foregoing, such systems are designed such that they may serve the other buildings located on the Land. LESSOR and LESSEE agree that the heating and air conditioning system serving the Premises and the heating and air conditioning system serving the balance of the buildings on the Land, respectively, may be utilized to provide such service to the other building(s) in the event that the main system for such improvements is temporarily interrupted. The party receiving such temporary service shall pay to the other within thirty (30) days of demand therefor a charge of \$35.00 per hour for such service. Upon the request of either LESSOR or LESSEE, an independent third party building manager may make recommendations to LESSOR and LESSEE for the adjustment of such rate, which rate shall be based upon the chilled water rate for operating the respective heating and air conditioning systems. Such adjustments shall be subject to the mutual approval of LESSOR and LESSEE.

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SECTION 5.03. GENERAL. LESSOR shall prepare and file, all reports and

returns required by law and governmental regulations with respect to any Tax and shall furnish copies thereof to LESSEE. LESSOR and LESSEE shall promptly forward to the other, upon receipt, copies of any bill or assessment respecting

any Tax. Upon request of LESSEE, LESSOR agrees to furnish and deliver to LESSEE receipts evidencing the payment of any Tax and/or Charge payable by LESSEE as in 5.01 provided. If any Tax and/or Charge may be paid in installments, LESSOR shall be obligated to pay only such installments as they become due; provided, however, that any and all installments which are incurred during the Lease Term, and become due and payable after the expiration of the Term shall be paid on or before the date which is prior to the expiration of the Term, or, in event of the termination of this Lease, prior to the date of such termination. If LESSEE fails to pay its prorata share of any Tax and/or Charge (or any installment thereof) when due, LESSOR, without declaring a default hereunder, may, but shall not be obligated to, pay any such Tax and/or Charge (or any installment thereof) and any amount so paid by LESSOR, together with all reasonable costs and expenses incurred by LESSOR in connection therewith, shall constitute Additional Rental hereunder and shall be paid by LESSEE to LESSOR on demand with Interest thereon in the manner provided in 4.03. LESSEE'S obligation to pay Taxes and Charges which accrue during the Term shall survive any termination of this Lease.

ARTICLE VI
CONDITION AND USE OF THE PREMISES

SECTION 6.01. CONDITION OF THE PREMISES. LESSEE represents, covenants and

agrees that the Premises in its present state is accepted as being in good order and condition and that the

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Premises comply in all respects with the requirements of this Lease (including without limitation the electrical capacity requirements specified in Section (f) of Exhibit "C" hereto), and is in all respects suitable for the purposes

intended by LESSEE. LESSOR leases the Premises and LESSEE accepts the Premises, "as is" at the date hereof without representation or warranty by LESSOR, express or implied, in fact or by law, and without recourse to LESSOR, with respect to: (i) the condition of the Premises, including, but not limited to the soil and subsurface conditions thereof; (ii) the ability to use the Premises for any particular purpose; (iii) access to or from the Premises; or, (iv) the existence or adequacy of present availability of any utilities to service the Premises, including, but not limited to, drainage and sewage facilities.

SECTION 6.02. MAINTENANCE AND REPAIRS. LESSEE shall, at its own cost and

expense, maintain the Premises, exterior and interior, structural and nonstructural, in as good a condition and repair as existed on the date of this Lease, normal wear and tear and damage by casualty or condemnation (subject to the terms of this Lease) excepted, including, without limitation, repair, maintenance and replacement of the exterior walls, roofs, the foundation and structural frame of each building and the interior of each building, including but not limited to the electrical systems, heating, air conditioning and ventilation systems, plate glass, windows and doors, and sprinkler and plumbing systems. Notwithstanding the foregoing, from and after the date that LESSOR leases all or any portion of the buildings located in front of the building in which the Premises are located to one or more tenants, LESSOR shall maintain the exterior of the Premises including all structural elements of the Premises and the interior of the Premises as hereinafter provided, in as good a condition and repair as existed on the date of this Lease, normal wear and tear and damage by casualty or condemnation (subject to the term of this Lease) excepted, including, without

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limitation, repair, maintenance or replacement of the exterior walls, roofs, the foundation and structural frame of each building and the major building systems (including but not limited to the electrical systems, elevators, mechanical systems, heating, air conditioning and ventilation systems and sprinkler and plumbing systems). LESSEE shall within thirty (30) days of receipt from LESSOR of an invoice therefor reimburse LESSOR for its actual, out-of-pocket expenses reasonably incurred in connection with performing such obligations, subject to the provisions of 6.03 hereof (concerning Audits). Notwithstanding anything herein to the contrary, LESSEE shall not be responsible for the maintenance, repair or replacement of the parking structure located below the Premises or any structural elements thereof.

SECTION 6.03. COMMON FACILITIES. The Common Facilities shall consist of

the drives, ways and access, the parking garage and the paved parking areas, the landscaped areas, and the building entrance area and security room described in Exhibit "G" hereto, all located on the Land formerly occupied by LESSEE as its

headquarters facility.

LESSOR shall keep all Common Facilities in a first-class state of repair

and condition and shall regularly perform maintenance to such Common Facilities to ensure that the same are in a first-class state of repair and condition ("Common Area Maintenance"). LESSOR'S obligations hereunder shall include, but not be limited to: maintenance; repair required to clean, preserve and maintain the Common Facilities; lighting facilities serving them; policing and traffic direction; fire protection; security protection; ice and snow removal; removal of trash, rubbish and debris; pest extermination; repairing all above and underground utility conduits and lines and sewers wherever such lines run over or under any part of the Common Facilities; public liability, workers'

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compensation, property damage and hazard insurance. All holes or breaks in the paving shall be repaired by LESSOR immediately after LESSOR becomes aware of such an occurrence.

LESSEE covenants and agrees to pay as provided herein its pro rata share (determined as provided in 5.01 hereof) of the reasonable cost of Common Area Maintenance ("Common Area Maintenance Cost") during the Term of this Lease, which shall include, without limitation, the following costs or expenses incurred in connection with or reasonably attributable to the maintenance, repair and operation of the Common Facilities: lighting, gardening and landscaping (including planting, replanting and replacing flowers and shrubs); cleaning; public liability, workers' compensation, property damage and hazard insurance; fire and security protection; personal property taxes; line painting; sanitary control; water and sewerage charges; removal of ice, snow, trash, rubbish, debris, garbage and other refuse; personnel to provide and supervise such service and to direct parking (including unemployment and social security taxes). Notwithstanding anything herein to the contrary, LESSEE shall be responsible for all costs relating to the elevators located within the area described in Exhibit "G" hereto and the elevators located within the Premises.

In no event shall the Common Area Maintenance Cost include:

- (i) cost of repairs and replacements to the extent that proceeds of insurance or condemnation awards are received therefor;
- (ii) interior improvements to individual tenant space or the cost of any special work or service performed for any tenant at such tenant's cost;
- (iii) costs (or related depreciation) incurred in a comprehensive rehabilitation or renovation of any building or improvement;
- (iv) losses or damages caused by the negligence or willful misconduct of LESSOR;

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- (v) capital expenditures on the Land or any buildings or improvements;
- (vi) expenses for legal services and income tax accounting;
- (vii) principal, interest, depreciation or the costs of obtaining financing;
- (viii) the cost of repairs or replacements incurred by reason of fire or other casualty (but the amount of any deductible not exceeding \$100,000.00 may be included) or by reason of condemnation;
- (ix) expenses incurred by LESSOR to lease space including leasing commissions, advertising and promotional expenditures in connection therewith;
- (x) expenses for the replacement of any item covered under warranty to the extent replaced without cost to LESSOR;
- (xi) costs to correct any penalty or fine incurred by LESSOR due to LESSOR's violation of any federal, state or local law or regulation and any interest or penalties due for late payment by LESSOR of any of the Common Area Maintenance Costs;
- (xii) expenses for any item or service which LESSEE pays directly to a third party or separately reimburses LESSOR and expenses incurred by LESSOR to the extent the same are reimbursable or reimbursed from any other tenants, occupants of the property, or third parties other than as a reimbursement for Common Area Maintenance Costs;
- (xiii) expenses for any item or service not provided to LESSEE but exclusively to certain other tenants in the building located on the Land;

- (xiv) a property management fee in excess of five percent (5.0%) of the Common Area Maintenance Costs (provided that the Common Area Maintenance Costs shall only include a management fee if such fee is paid to an unaffiliated third party);
- (xv) compensation of (i) employees above the grade of building superintendent or building manager, and (ii) employees whose time is not spent directly in the operation of the buildings on the Land;
- (xvi) LESSOR's general corporate overhead and administrative expenses except if it is solely for the buildings on the Land;

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- (xvii) taxes (other than personal property taxes on maintenance equipment used in the performance of LESSOR's obligations with respect to the Common Facilities);
- (xviii) fees paid to affiliates of LESSOR to the extent that such fees exceed the customary amount charged for the services provided;
- (xix) costs for sculptures, paintings or other objects of art;
- (xx) reserves;
- (xxi) expenses incurred by LESSOR in order to comply with laws (including without limitation Environmental Laws) or address Hazardous Materials to the extent the same are not the responsibility of LESSEE under this Lease; and
- (xxii) any costs or expenses relating to the escalators located near the area described in Exhibit "G" hereto.

Prior to the commencement of the Term, and within ninety (90) days after the end of each calendar year during the term hereof, LESSOR shall submit to LESSEE a statement of the anticipated Common Area Maintenance Costs (the "Estimated Costs"). The Estimated Costs for each such calendar year shall be the anticipated for such calendar year as reasonably estimated by LESSOR in good faith, which estimate shall bear a reasonable relationship to the Common Area Maintenance Costs for the previous calendar years. LESSEE's prorata share of any Estimated Costs shall be due and payable in twelve (12) monthly installments on the same terms and conditions as payments of Rent. If LESSEE is in possession of the Premises for a portion of a month, such obligation for said month shall be prorated for the number of days of LESSEE's possession during that month. Within ninety (90) days after the end of each calendar year, LESSOR shall give LESSEE a detailed statement (the "Statement") as prepared by a certified public accountant reasonably acceptable to LESSOR and LESSEE and certified by LESSOR to be correct showing the total actual Common Area Maintenance Costs for the prior calendar year

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and LESSEE's prorata share thereof (provided that such statement need not be prepared by a certified public accountant for so long as 1600 Peachtree, L.L.C. or Wachovia Bank, N.A. (or any wholly-owned subsidiary or affiliate of Wachovia Bank, N.A. or nominee thereof) is the LESSOR). In the event that the total of the payments required herein which LESSEE has made for such calendar year is less than LESSEE's actual prorata share, LESSEE shall pay the difference within thirty (30) days after receipt of the Statement from LESSOR. At the option of LESSEE, any overpayment by LESSEE shall be refunded to LESSEE within thirty (30) days from the receipt of the Statement by LESSEE, or credited toward the amounts next become due pursuant to this Section. LESSOR shall deliver a Statement to LESSEE on or before March 31 of the calendar year following the year for which the Statement applies.

LESSEE, at its expense, shall have the right, upon giving reasonable notice to LESSOR, to audit LESSOR's books and records relating to any Common Area Maintenance Costs payable hereunder for a period of up to two (2) years after LESSEE's receipt of a Statement (the rights pursuant to this paragraph are hereinafter referred to as an "Audit"). In the event that such audit reveals that the amount of Common Area Maintenance Costs stated by LESSOR in a Statement is in excess of three percent (3%) over the actual Common Area Maintenance Costs, then LESSOR shall pay the reasonable costs and expenses incurred in connection with such audit. In the event that LESSEE in good faith disputes all or any portion of the amount due by LESSEE hereunder, LESSEE shall not be in breach of this Agreement if LESSEE pays to LESSOR such amount as is not in dispute, and any remaining amount in dispute between LESSOR and LESSEE with respect to Common Area Maintenance Costs shall be determined by arbitration by a panel of three (3) arbitrators in accordance with the rules and regulations for commercial

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matters then in effect for the American Arbitration Association or its successor (the "AAA"). The determination of the arbitrators shall be final, binding and conclusive on LESSOR and LESSEE, and judgment may be rendered thereon by any court having jurisdiction, upon application of either LESSOR or LESSEE. Each party shall have the right to select one of the arbitrators and shall be responsible for the costs of their respective arbitrator and the third arbitrator, who shall be a competent and impartial person with at least ten (10) years experience in commercial leasing in the Atlanta metropolitan area, shall be selected by the other two arbitrators or, failing agreement by them, the AAA. The cost of such third arbitrator shall be borne equally by LESSOR and LESSEE.

Notwithstanding anything herein to the contrary (including without limitation the provisions of Exhibit "C" hereto), LESSOR and LESSEE agree that

the maintenance and operation of the security system serving the Premises and the balance of the improvements on the Land shall be performed jointly. LESSOR shall not reduce the level of security provided to the Premises below that provided as of the commencement of the Term or alter the physical security system without the prior written approval of LESSEE. In addition, LESSOR shall, at LESSEE's expense, upgrade or alter such security system affecting the Premises as LESSEE may from time to time require.

SECTION 6.04. LESSEE'S PERSONAL PROPERTY; INDEMNITY. All of LESSEE'S

personal property now or hereafter placed or installed in the Premises ("Trade Fixtures") shall be and remain LESSEE'S property at LESSEE'S sole risk, and LESSOR shall not be liable for and LESSEE hereby releases LESSOR from any and all liability for theft thereof or any damage thereto occasioned by any acts, omissions or negligence of any third persons, or any act of God.

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LESSEE shall have the right to install in the Premises additional Trade Fixtures required by LESSEE or used by it in its business, and to remove any and all Trade Fixtures upon expiration or termination of this Lease; provided, however, that LESSEE shall repair and restore any damage or injury to the Premises (to the condition in which the Premises existed prior to such installation) caused by the installation and/or removal of any such Trade Fixtures.

SECTION 6.05. ALTERATIONS AND ADDITIONS. So long as no Event of Default

remains uncured, LESSEE at its expense may make alterations of and additions (both structural and non-structural) to the Premises or any part thereof, provided that any alteration or addition (a) shall not change the general character of the Premises as office space, or reduce the fair market value thereof below its value immediately before such alteration or addition, or impair the usefulness of the Premises as an office building (provided, however that such requirements shall not be construed to require LESSEE to operate the Premises as an office building, it being the intent of this Lease that the Premises may be used for any lawful purpose), (b) is effected with due diligence, in a good and workmanlike manner, in compliance with all legal requirements and in a manner that will not unreasonably disturb LESSOR or LESSOR'S tenants, (c) is promptly and fully paid for by LESSEE, and (d) is made, in case the estimated cost of such alteration or addition exceeds \$2,000,000, under the supervision of an architect or engineer reasonably satisfactory to LESSOR and in accordance with plans, specifications and cost estimates approved by LESSOR, such approval not to be unreasonably withheld or delayed. Title to all such modifications, alterations and/or additions shall be and remain in the LESSEE during the Term hereof and any extensions thereof, but shall revert to LESSOR at the end of the Term, or such extensions.

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SECTION 6.06. ACCESS TO PREMISES. LESSOR, its agents and designees, shall

have the right, but only at reasonable times upon reasonable prior notice to LESSEE or any authorized employee of LESSEE at the Premises (except in the event of an emergency), to enter the Premises, other than secured areas where valuables or confidential documents or information are kept, for the making of repairs or alterations which LESSOR shall be required to or shall have the right to make under this Lease. LESSOR shall be allowed to take such material into and upon the Premises that may be reasonably required for repairs and alterations without the same constituting an eviction of LESSEE in whole or in part and the Rent reserved shall abate equitably while said repairs or alterations are being made in the event that such repairs or alterations interfere with LESSEE'S operations from the Premises for more than two (2) days. LESSOR shall use reasonable efforts to minimize any disturbance to LESSEE'S occupancy and business operations. LESSOR shall be responsible for the safety of all such work. LESSEE shall have the right to approve all persons who may enter the Premises on behalf of LESSOR or any management company retained by LESSOR (including without limitation the right to perform background checks on such persons). In the event that the cost to LESSOR of any management company shall materially increase as a result of LESSEE'S disapproval of such persons, LESSEE shall bear such increased costs.

ARTICLE VII
COMPLIANCE WITH LAWS: LIENS AND ENCUMBRANCES

SECTION 7.01. COMPLIANCE WITH LAWS. LESSEE shall, at LESSEE'S sole cost

and expense, and subject to all of the provisions of this Section 7.01, promptly comply in all material respects with any and all present and future laws, ordinances, rules, regulations, directives and standards of all federal, state, county and municipal governments and all departments and agencies thereof having jurisdiction over the Premises relating to LESSEE'S use and occupancy thereof ("laws"), including but not limited to, the making of all changes to the Premises which now or hereafter may be required in order to comply with the foregoing; and LESSEE acknowledges its responsibility to comply with and hereby agrees to comply with as to the Premises only Chapter One of the City of Atlanta Building Code, 1983, as amended through December 22, 1989, requiring the installation of automatic sprinkler protection in certain instances. In the event that such requirement to comply with such laws occurs at any time during the final two (2) years of the Term, Lessee shall only be responsible for payment of its prorata share of the costs of such compliance based on the remaining term of this Lease multiplied by the quotient obtained by dividing the total costs of such compliance by the anticipated useful life of the changes to the Premises.

SECTION 7.02. LIENS AND ENCUMBRANCES. Subject to the provisions of Section

11.01 hereof (concerning Permitted Contests) and the provisions of Section 10.01 hereof (permitting mortgaging of LESSEE'S leasehold estate), LESSEE shall not create or permit to be created or to remain, and, shall promptly discharge or remove or otherwise render ineffective by payment or posting of a surety bond, or otherwise, within thirty (30) days after notice by LESSOR, at its

sole cost and expense, any lien, encumbrance or charge (each or all of which are herein referred to as "Lien") upon the Premises and/or the cafeteria, or any part thereof or upon LESSEE'S leasehold estate hereunder that arises from the use or occupancy of the Premises and/or the cafeteria by LESSEE or by reason of any labor, service or material furnished or claimed to have been furnished to LESSEE or by reason of any construction, repair or demolition by LESSEE. Notice is hereby given that LESSOR shall not be liable for the cost and expense of any labor, services or material furnished or to be furnished with respect to the Premises and/or the cafeteria at or by the direction of LESSEE or anyone holding the Premises and/or the cafeteria or any part thereof by, through or under LESSEE and that no laborer's, mechanic's or materialman's or other lien for any such labor, services or materials shall attach to or affect the interest of LESSOR in and to the Premises and/or the cafeteria. Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of LESSOR, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvements or repair to or of the Premises and/or the cafeteria or any part thereof, nor as giving LESSEE any right, power or authority on behalf of LESSOR to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises and/or the cafeteria or any part thereof. If LESSEE fails to discharge, remove or otherwise render ineffective by payment, posting of a surety bond, or otherwise, any Lien as hereinabove provided, LESSOR, without declaring a default hereunder and without relieving LESSEE of any liability hereunder, may, but shall not be obligated to, discharge or pay the same, either by paying the amount claimed to be due or by procuring the discharge of such Lien by

deposit or by bonding proceedings, and any amount so paid by LESSOR and all costs and expenses incurred by LESSOR in connection therewith shall constitute Additional Rental hereunder and shall be paid by LESSEE to LESSOR on demand with Interest thereon. For the purposes of this Section 7.02, LESSEE'S obligations with respect to the cafeteria shall only be effective so long as LESSEE is a user of the cafeteria.

ARTICLE VIII
INDEMNIFICATION

SECTION 8.01. INDEMNIFICATION BY LESSEE. LESSEE covenants and agrees to

pay, defend, and save harmless LESSOR from and against any and all liability, loss, damage, causes of action, suits, claims, demands or judgments of any nature whatsoever (a) arising from any injury to or the death of any person or damage to any property occurring on the Premises during the Term of this Lease (except for those matters covered pursuant to Section 8.02(a) below), or (b) in

any manner arising out of or connected with the use, non-use, condition, possession, operation, maintenance, management or occupation of the Premises or any part thereof during the Term of this Lease or any extensions thereof, (c) any negligence on the part of the LESSEE or its agents, contractors, servants, employees, licensees or invitees, (d) resulting from the violation by LESSEE of any term, condition or covenant of this Lease or of any contract, agreement or restriction created by, through or under LESSEE which affects the Premises, or any regulation affecting the Premises or any part thereof applicable to LESSEE during the Term of this Lease or the occupancy or use thereof by LESSEE during the Term of this Lease, or (e) any use by LESSEE or its agents, contractors, servants, employees, licensees or invitees of the

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parking garage under the Premises and/or the cafeteria in the buildings in front of the Premises and/or the Common Facilities; provided, however, that the indemnification provided hereunder shall not apply to any liability, loss, damage or expense resulting from the negligence or willful misconduct of LESSOR, its officers, employees, servants, licensees, invitees, agents or contractors. LESSEE, at its sole cost and expense, shall defend LESSOR against such causes of action, suits, claims, and demands and be responsible for such judgments as to which LESSOR is indemnified. Should LESSOR elect to participate in any defense it may do so only at LESSOR'S sole cost and expense. Promptly upon receipt by LESSOR of any summons, complaints, lawsuit, charge or process in which there shall be asserted any causes of action, suits, claims or demands against which LESSOR is indemnified in this Section 8.01, LESSOR shall promptly cause the same to be transmitted and delivered to LESSEE. LESSOR shall cooperate with LESSEE in the defense of any such cause of action, suit, claim or demand. Written notice of the assertion against LESSOR of any such cause of action, suit, claim or demand shall be delivered by LESSOR to LESSEE promptly after LESSOR receives knowledge thereof. The obligations of LESSEE under this 8.01 shall survive any termination of this Lease and any transfer or assignment by LESSOR or LESSEE of this Lease or any interest hereunder.

SECTION 8.02. INDEMNIFICATION BY LESSOR. LESSOR covenants and agrees to

pay, defend, indemnify and save harmless LESSEE from and against any and all liability, loss, damage, cost, expense (including all attorneys' fees and expenses of LESSEE), causes of action, suits, claims, demands or judgments of any nature whatsoever (a) arising from any injury to or the death of any person or damage to any property occurring on the Land (or the Premises) caused by LESSOR or its agents, contractors, servants, employees, licensees or invitees or in any

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manner arising out of or connected with the use, non-use, condition, possession, operation, maintenance, management or occupation of the Land or any part thereof exclusive of the Premises, (b) any negligence on the part of the LESSOR or its agents, contractors, servants, employees, licensees or invitees, or resulting from the violation by LESSOR of any term, condition or covenant of this Lease or of any contract, agreement, restriction, or regulation affecting the Land or the Premises or any part thereof or the ownership, occupancy or use thereof. Promptly upon receipt by LESSEE of any summons, complaints, lawsuit, charge or process in which there shall be asserted any causes of action, suits, claims or demands against which LESSEE is indemnified in this Section 8.02, LESSEE shall promptly cause the same to be transmitted and delivered to LESSOR. LESSEE shall cooperate with LESSOR in the defense of any such cause of action, suit, claim or demand. Written notice of the assertion against LESSEE of any such cause of action, suit, claim or demand shall be delivered by LESSEE to LESSOR promptly after LESSEE receives knowledge thereof. The obligations of LESSOR under this 8.02 shall survive any termination of this Lease and any transfer or assignment by LESSOR or LESSEE of this Lease or any interest hereunder.

ARTICLE IX
SURRENDER

SECTION 9.01. SURRENDER. Upon any termination of this Lease, LESSEE shall

peaceably quit and surrender the Premises to LESSOR, and any and all machinery and equipment constructed, installed or placed by LESSEE thereon, excepting Trade Fixtures, inventory, merchandise and other personalty owned by LESSEE. Lessee may remove all confidential

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information and trade secrets and in the event LESSEE is not then in default under this Lease, beyond any applicable grace or cure periods herein provided, LESSEE shall have the right upon a termination or expiration of this Lease to remove from the Premises all Trade Fixtures and other personal property and equipment used in LESSEE'S business, as distinguished from machinery and equipment used in and necessary to the operation of the Premises. Any Trade Fixtures or other machinery and equipment not removed by LESSEE on or before termination or expiration of this Lease shall become the property of LESSOR.

LESSEE shall leave the Premises in a "broom clean" condition.

SECTION 9.02. REMOVAL. LESSEE, at its sole cost and expense, and upon

LESSOR'S written request therefor delivered sixty (60) days prior to any termination or expiration, shall remove on or before termination or expiration all or any Trade Fixtures from the Premises. LESSEE, at its sole cost and expense, shall repair any damage caused thereby to the Premises.

ARTICLE X
ASSIGNMENT AND SUBLETTING

SECTION 10.01. LESSEE'S ASSIGNMENT. LESSEE shall have the right to assign

this Lease or its leasehold interest in the Premises, or any part thereof, and shall be entitled to sublease any portion of the Premises (whether such assignment or subleasing occurs by operation of law or otherwise) without the prior consent of Lessor; provided, however, no assignment or subleasing by LESSEE shall relieve the LESSEE of its obligations under this Lease. LESSEE agrees to cause any assignee to execute and deliver to LESSOR an agreement, in form and substance reasonably satisfactory to LESSOR, pursuant to which such assignee agrees to assume

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and to discharge all the obligations of LESSEE under this Lease, without, however, relieving LESSEE of any such obligations. LESSEE shall have the right to mortgage, grant security title to or a security interest in the leasehold estate created hereby, or to collaterally assign its interest in the Lease, to any lender or debt holder of LESSEE; provided, however, no such mortgaging, granting security title to or security interest in or collateral assignment shall encumber LESSOR'S interest in the Lease or in the Premises, it being the parties' specific intent that LESSOR shall not be required to subordinate its fee interest or its interest in this LEASE to LESSEE'S lender.

SECTION 10.02. LESSOR'S ASSIGNMENT. Except as prohibited in this Section

below, LESSOR shall be permitted to assign this lease or any of his interest herein, to any assignee, without the necessity of any consent by LESSEE. Notwithstanding the foregoing, without the prior written consent of LESSEE, which may be arbitrarily denied, LESSOR shall not assign this Lease or any of LESSOR'S interests herein or lease all or any portion of the other buildings on the Land or consent to the subleasing of such buildings to any "LESSEE Competitor". A "LESSEE Competitor" shall mean (i) each person or entity whose name appears on the most recently revised Competitor List which has been sent to LESSOR prior to the commencement by LESSOR of negotiations for such sale or assignment or lease or prior to LESSOR being requested to approve any such sublease and (ii) all affiliates of such person or entity. Attached hereto as

Exhibit "E" is the current list (the "Competitor List") of LESSEE's competitors.

LESSEE shall have the right to update the Competitor List no more often than once every twelve (12) months during the Term. In updating the Competitor List, Lessee may add thereto any person or entity that at the time of such updating is engaged, directly or indirectly, within any

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of the fifty (50) states of the United States, District of Columbia, Puerto Rico, Canada or the United Kingdom, (a) in the business of consumer credit reporting, collection of consumer debt or obligations, consumer check credit clearance or guarantee, consumer marketing studies or surveys, consumer reports for life or property and casualty insurers, automation of data for use by insurers or providers in the health care industry, design or implementation of alliances for delivery of health care services, or (b) in any other business in which LESSEE or its affiliates shall then be engaged, if the revenues from such other business comprised as much as two percent (2%) of the revenue of LESSEE or its affiliates realized throughout the preceding four (4) fiscal quarters of LESSEE, on a consolidated basis, and if the revenues of such proposed assignee, realized throughout its preceding four (4) fiscal quarters derived from such other competing business or businesses, on a consolidated basis, were as much as twenty percent (20%) of the gross revenues of such proposed assignee during such fiscal period, on a consolidated basis.

ARTICLE XI
RIGHT TO CONTEST

SECTION 11.01. PERMITTED CONTESTS. LESSEE, at its expense, may contest by

appropriate legal proceedings conducted in good faith and with due diligence the amount, validity or application, in whole or in part, of any Tax or Charge referred to in 5.01 and 5.02 hereof, the application of any laws referred to in Section 7.01 any Lien referred to in 7.02 hereof; provided that (a) LESSEE shall

give LESSOR prior written notice of such contest, (b) LESSEE shall first make all contested payments (under protest if it desires) unless such proceeding shall suspend the

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collection thereof from LESSOR and from Rent under this Lease or from the Premises, (c) no part of the Premises or any interest therein or the Rent under this Lease shall be subjected thereby to sale, forfeiture, foreclosure or interference, (d) LESSOR shall not be subject to any civil or criminal liability for failure to comply with any governmental regulation and the Premises shall not be subject to the imposition of any Lien as a result of such failure other than the lien then being contested. LESSEE agrees that it shall pay, and save LESSOR harmless from and against, any and all losses, judgments, decrees and costs (including all reasonable attorneys' fees and expenses) in connection with any Permitted Contest and that, promptly after the final determination of every Permitted Contest, LESSEE shall fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein, together with all penalties, fines, interests, costs and expenses resulting therefrom and will promptly comply with any regulation of any governmental body or agency having jurisdiction under which compliance is required.

ARTICLE XII
INSURANCE

SECTION 12.01. LESSEE'S INSURANCE. LESSEE covenants and agrees that,

except as permitted in Section 12.05 hereof, LESSEE will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts and in form hereinafter required:

(i) Liability insurance in the Commercial General Liability form (or reasonable equivalent thereto) covering the Premises and the cafeteria (so long as LESSEE is a user of the cafeteria) and LESSEE'S use thereof against claims for personal injury or death and property

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damage occurring upon, in or about the Premises and the cafeteria, such insurance to be written on an occurrence basis if commercially available at a reasonable cost (not a claims made basis), with a Combined Single Limits amounts not less than One Million Dollars (\$1,000,000.00) aggregate per occurrence and not less than Two Million Dollars (\$2,000,000.00) for each policy year specifically at this location. If LESSEE cannot obtain such insurance on an occurrence basis at a reasonable cost, LESSEE may maintain such insurance on a "claims made" basis, provided that (a) LESSEE gives LESSOR prior written notice of the change in insurance and (b) LESSEE provides LESSOR with evidence that LESSEE has, to the satisfaction of LESSOR, insured the "gap" in insurance coverage which resulted from converting to a claims made basis of insurance. LESSEE shall also maintain an "umbrella" policy insuring the risks insured under the Commercial General Liability policy in an amount not less than Thirty Million Dollars (\$30,000,000.00) for each policy year.

(ii) worker's compensation insurance covering LESSEE'S employees and those of its subsidiaries and affiliates to the extent necessary to protect LESSOR, the Premises and the cafeteria against workmen's compensation claims.

(iii) insurance on LESSEE'S furnishings, fixtures, equipment, Trade Fixtures and other personal property in such amounts as LESSEE may reasonably determine.

SECTION 12.02. LESSOR'S INSURANCE. LESSOR covenants and agrees that LESSOR

will carry and maintain, at its sole cost and expense, but subject to partial reimbursement as herein provided, the following types of insurance, in the amounts and in the form hereinafter required:

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(A) insurance on the "All-Risk" or equivalent form on a Replacement Cost Basis against loss or damage to the all improvements except tenant improvements made after January 1, 1998 now or hereafter located on the Premises and the Land; and in an amount sufficient to prevent LESSOR or LESSEE from becoming a co-insurer of any loss, but in any event in amounts not less than 90% of the actual cost to replace the improvements with improvements which are sufficient for continued use and occupancy by LESSEE and the other tenants thereof at least comparable to such use and occupancy as it existed immediately prior to the loss or damage, including utilities and amenities at least comparable to those repaired or replaced. For the purpose of determining actual cost of such replacement, it is agreed that currently such cost shall be deemed \$100.00 per square foot of finished and usable space, which amount will be used to compute the required coverage amount of the initial insurance. Required policy amounts of renewal policies shall be the same as the initial policy, increased or decreased annually by the percentage change reflected in the R. S.

Means Square Foot Cost Index for Atlanta, Georgia published by F. W. Dodge Company from its index as of twelve (12) months earlier; provided, however, that if prior to a renewal date, LESSOR obtains an appraisal of such actual cost of replacement by a qualified independent real property appraiser setting forth a lesser then current cost of replacement, such lesser cost of replacement shall be the policy amount for the renewal period and subsequent periods, subject to adjustment by the aforesaid Index.

(B) boiler and machinery insurance covering losses to or from any steam boilers, pressure vessels or similar apparatus requiring inspection under applicable state or municipal laws or regulations which are located at the Premises or the buildings on the Land or on any other building systems for which such coverage is commercially available at reasonable

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rates, in the amount equal to the replacement costs of the boiler and machinery and having a deductible of not more than Ten Thousand Dollars (\$10,000.00); coverage shall be on a broad form comprehensive basis; provided, however, that the foregoing limits shall only be effective in the event that the insurance maintained by LESSOR pursuant to Section 12.02(A) shall insure damage to other property that results from accidents involving the boiler and machinery, and in the event that such coverage is not available, then the amount of coverage shall be Fifty Million Dollars (\$50,000,000.00) with a deductible of not more than Two Million Dollars (\$2,000,000.00); and

(C) Liability insurance in the Commercial General Liability form (or reasonable equivalent thereto) covering the Land and the Premises and LESSOR's use thereof against claims for personal injury or death and property damage occurring upon, in or about the Premises, such insurance to be written on an occurrence basis if commercially available at a reasonable cost (not a claims made basis), with a combined single limits amounts not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate for each policy year. LESSOR shall also maintain an "umbrella" policy insuring the risks insured under the Commercial General Liability policy in an amount not less than Thirty Million Dollars (\$30,000,000.00) for each policy year.

SECTION 12.03. POLICIES. All policies of the insurance provided for in

Section 12.01 and Section 12.02 shall be issued in form acceptable to the Insurance Commissioner of the State of Georgia by responsible insurance companies licensed to do business in the State of Georgia. Each and every such insurance policy with the exception of the workers' compensation policy:

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(i) shall name the other party, and any mortgagee of other party if requested in writing by such mortgagee as an additional designated insured as their interest may appear;

(ii) shall be described as to coverage and amounts in a certificate of insurance from the appropriate insurance carrier delivered to other party prior to the commencement of this Lease. Renewal certificates shall be procured by each party and delivered to the other party within thirty (30) days prior to the expiration of such policies, describing coverage and amounts applicable under this Lease and as reflected in such policies;

(iii) shall contain a provision that the insurer will give to LESSOR and LESSEE and such other parties in interest at least ten (10) days notice in writing in advance of cancellation for non-payment of premiums; and

(iv) shall be written as a primary policy which does not contribute to and is not in excess of coverage which the other party may carry.

(c) Any insurance provided for in Section 12.01 and/or Section 12.02 may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided, however, that LESSOR and LESSEE and any other parties in interest as designated in this Lease shall be named as an additional insured thereunder as their interests may appear, and the requirements set forth in Section 12.01 and Section 12.02 are otherwise satisfied.

SECTION 12.04. FAILURE TO CARRY. Except as permitted in Section 12.06

hereof, in the event that either party shall fail to carry and maintain the insurance coverages set forth in this Section 12.01 or Section 12.02, the other party may upon thirty (30) days notice to the other party (unless such coverages will lapse in which event no such notice shall be necessary) procure

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such policies of insurance and the party obligated to carry the insurance shall promptly reimburse the other party therefor.

SECTION 12.05. INSURANCE REVIEW. Each party may, at any time, but not more

than one (1) time in any twelve (12) month period, require a review of the insurance coverage and limits of liability set forth in Section 12.01 and Section 12.02 to determine whether the coverage and the limits are reasonable and adequate in the then existing circumstances. The review shall be undertaken on a date and at a time set forth in a party's notice requesting a review and shall be conducted at the Premises. If the parties are, after a review, unable to agree on either the coverage or the limits, then the parties shall arbitrate the issue through the American Arbitration Association, or its then successor. In rendering the decision the arbitrators shall consider the requirements of Section 12.01, and/or Section 12.02, the cost of the insurance to be obtained, inflation, changes in condition, and the insurance then being carried by similar developments in the area of the Premises.

SECTION 12.06. SELF INSURANCE. LESSEE may become a "self insurer" of the

first Ten Million Dollars (\$10,000,000.00) of risks insured pursuant to clause 12.01(i) so long as LESSEE maintains the umbrella insurance required by clause 12.01(i) and LESSEE may become a "self insurer" of the first Ten Million Dollars (\$10,000,000.00) of the risks insured pursuant to clause 12.01(ii).

SECTION 12.07. LESSEE'S INSURANCE REIMBURSEMENT. LESSEE shall reimburse

LESSOR for LESSEE'S prorata share of the premium cost of the insurance carried by LESSOR on the Premises pursuant to Section 12.02 which prorata share shall be determined by multiplying such premium cost by a fraction, the denominator of which is the number of square

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feet in all buildings insured under such insurance, including the building in which the Premises is located and the numerator of which is the number of square feet in the Premises and the product so obtained will be LESSEE'S prorata share and will be paid within thirty (30) days of the dated billed by LESSOR to LESSEE. As of the date hereof, such prorata share is as specified in 5.01.

SECTION 12.08. MUTUAL RELEASE/WAIVER OF SUBROGATION. LESSOR and LESSEE,

for themselves and any insurer claiming through or under them by way of subrogation or otherwise, each hereby releases the other from any and all liability or responsibility for any loss, injury or damage to the Premises or other improvements on the Land, or its contents, caused by fire or any other property casualty, during the term of this Lease, even if such fire or casualty may have been caused by the negligence of the other party or one for whom such party may be responsible. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto hereby agrees if required by said policies to give each insurance company which has issued to it policies of fire and extended coverage insurance, and other insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

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ARTICLE XIII
FIRE AND OTHER CASUALTIES

SECTION 13.01. DAMAGE. If the building in which the Premises is located

and/or the parking garage or other Common Facilities shall be damaged or destroyed by fire or other casualty, LESSOR, at LESSOR'S sole cost and expense, shall promptly and diligently proceed to adjust the loss with the insurance companies and arrange for the disbursement of insurance proceeds, and repair, rebuild or replace such buildings, the parking garage or other Common Facilities, and other improvements, so as to restore the Premises building and/or the parking garage and other improvements to the condition in which they were immediately prior to such damage or destruction to the extent reasonably practical. The net proceeds of any insurance recovered by reason of such damage or destruction in excess of the cost of adjusting the insurance claim and collecting the insurance proceeds (such excess being referred to herein as the "Net Insurance Proceeds") shall, if such Net Insurance Proceeds exceeds Five Million and No/Dollars (\$5,000,000.00), be held by the LESSOR'S mortgagee (provided that such Mortgagee is a bank, savings association, insurance company or other similar institutional lender having capital surplus and undivided profits of at least \$50,000,000.00; herein called "Institutional Lender"), or, if no Institutional Lender then holds a mortgage lien, or deed to secure debt on the building, by any escrow agent which is reasonably acceptable to LESSOR and LESSEE; and the Net Insurance Proceeds shall be released for the purpose of paying the fair and reasonable cost of restoring such building, garage and other improvements. Such Net Insurance Proceeds shall be released to LESSOR, or to LESSOR'S contractors, from time to

time as the work progresses, pursuant to such requirements and limitations as may be reasonably acceptable to LESSEE, LESSOR and LESSOR'S mortgagee (if the mortgagee so requires), including, without limitation, lien waivers from each of the contractors, subcontractors, materialmen and suppliers performing the work. If the Net Insurance Proceeds (less any applicable deductible) are insufficient to restore the Premises the parking garage and other improvements, LESSOR shall be obligated to pay such deficiency and the amount of any such deductible.

If the Net Insurance Proceeds are less than Five Million Dollars (\$5,000,000.00), such Net Insurance Proceeds may be held by LESSOR and used by LESSOR to pay the fair and reasonable cost of restoring such building and other improvements.

If the Net Insurance Proceeds (regardless of the amount thereof) exceed the full cost of the repair, rebuilding or replacement of the damaged building or other improvements, then the amount of such excess Net Insurance Proceeds shall be paid to LESSOR or retained by the insurance carrier upon the completion of such repair, rebuilding or replacement. Rent shall abate proportionally during restoration. In the event that, in the opinion of an architect retained by LESSEE and acceptable to LESSOR, the Premises cannot be restored within 180 days of commencement of restoration, then LESSEE may, by written notice to LESSOR delivered prior to the commencement of restoration, terminate this Lease.

SECTION 13.02. PLANS. Whenever LESSOR shall be required to carry out any

work or repair and restoration pursuant to Section 13.01, if the estimated cost of repair and restoration exceeds \$5,000,000.00, LESSOR, prior to the commencement of such work, shall deliver to LESSEE for LESSEE'S prior approval (which shall not be unreasonably withheld or delayed) a

full set of the plans and specifications therefor, together with a copy of all approvals and permits which shall be required from any Governmental Authority having jurisdiction. After completion of any major repair or restoration, LESSOR shall, as soon as reasonably possible, obtain and deliver to LESSEE a Certificate of Substantial Completion from LESSOR'S inspecting architect or engineer and a permanent Certificate of Occupancy (or amended Certificate of Occupancy), if required by applicable laws, issued by the appropriate authority with respect to the use of the Premises, as thus repaired and restored. Any such work or repair and restoration, in all cases, shall be carried out by LESSOR in a good and workmanlike manner with first quality materials. LESSEE shall be entitled to withdraw monies held pursuant to Section 13.01 for application to the costs of such work from time to time as such costs are incurred.

SECTION 13.03. RIGHT TO TERMINATE. In the event that the property loss,

fire or other casualty which materially and substantially damages the Premises occurs during the last two (2) years of the Term, LESSOR and LESSEE shall each have the option, exercisable by written notice to the other delivered within thirty (30) days of such fire or casualty, to terminate this Lease and LESSOR shall thereby be relieved of the obligation to make the restorations required by Section 13.01.

SECTION 13.04. DAMAGE TO OTHER BUILDINGS. In the event that the buildings

on the Land, other than the building in which the Premises is located, are damaged or destroyed by fire or other casualty, LESSOR will either promptly repair and restore the same or, provided utility and other building services to be provided to the Premises are not affected, raze such damaged or destroyed buildings and landscape the ground formerly occupied thereby.

ARTICLE XIV
CONDEMNATION

SECTION 14.01. TOTAL CONDEMNATION. If all of the Premises or such a

material portion of the Premises that the remaining portion is not usable by LESSEE for its intended purpose is condemned or taken by the United States or any other legal entity having the power of eminent domain with respect thereto, this Lease shall terminate as of the date that title to the Premises or portion thereof vests in the condemnor; provided, however, that such termination shall not benefit the condemnor and shall be without prejudice to the rights of either LESSOR or LESSEE to recover just and adequate compensation from the condemning authority. Upon such termination pursuant to this 14.01, all Rent and other amounts payable hereunder shall be apportioned and shall be paid up to and including the date of such termination, and any excess prepaid Rent or other amounts shall be promptly refunded to LESSEE.

SECTION 14.02. PARTIAL CONDEMNATION. If a portion of the Premises is

condemned or taken by the United States or any other legal entity having the power of eminent domain with respect thereto, and the part of the Premises remaining is usable by LESSEE for its intended purpose then this Lease shall remain in full force and effect and LESSOR, to the extent of any award to LESSOR is sufficient therefor, shall forthwith cause the Premises (including, without limitation, any tenant improvements and alterations) to be restored to as nearly the same condition as existed prior to such taking. Monthly Rent shall be reduced through March 31, 2004 by .7762% of the amount of the condemnation award paid to LESSOR because of such taking and not applied to restoration, and thereafter Monthly Rent shall be reduced equitably to

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the extent LESSEE's use and occupancy is affected thereby. During any period of restoration, the Rent and other amounts payable hereunder shall abate equitably to the extent LESSEE's use of the Premises is affected thereby.

SECTION 14.03. AWARDS. The court in any condemnation proceeding shall, if

not prohibited by law, be requested to make separate awards to LESSOR and LESSEE. LESSOR and LESSEE agree to request such action of the court. This Article XIV, to the extent permitted by law, shall be construed as superseding any statutory provisions now in force or hereafter enacted concerning condemnation proceedings. In the event that the court in such proceeding shall not make separate awards, LESSEE shall be entitled to receive from LESSOR such amount which represents compensation for moving expenses incurred by LESSEE, any costs incurred and paid by LESSEE from and after January 1, 1998 in connection with any alteration or improvement made by LESSEE to the Premises and the value of any of LESSEE's property so taken, and for interruption of business.

SECTION 14.04. GENERAL. Nothing contained in this Lease to the contrary

shall be deemed to prohibit LESSOR or LESSEE from introducing into any condemnation proceeding or proceedings with respect to the Premises such appraisals or other estimates of value, loss and/or damage as each may in its discretion determine.

SECTION 14.05. PARKING. For the purpose of this Article XIV, the taking or

condemnation of a material part of the garage and open spaces available for vehicular parking or a loss of access to the Premises from Peachtree Street or the means of access to the Premises or the entrances or lobbies of the Premises described on Exhibit "G" hereto shall be deemed to render the remaining portion

of the Premises unusable for LESSEE'S intended purpose unless LESSOR

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shall provide to LESSEE parking spaces equivalent both as to covered and outside parking to those condemned or taken and at a location reasonably accessible to the Premises or reasonably equivalent access to the Premises, as applicable. For the purposes hereof, a loss of access to the Premises from Peachtree Street shall be deemed to have occurred only if LESSEE is denied permanent use of both of the existing driveways on the Land providing access to Peachtree Street.

SECTION 14.06. TEMPORARY TAKING. If all or any part of the Premises shall

be temporarily taken, this Lease shall nevertheless remain in full force and effect, and the Rent and other amounts payable hereunder shall not abate. LESSEE shall continue to be responsible for all of its obligations hereunder to the extent that such obligations are not materially affected by such taking. All awards for any such temporary taking payable for any period prior to the expiration of the Lease shall be paid to LESSEE and for periods after expiration of the Lease to LESSOR.

ARTICLE XV
DEFAULT

SECTION 15.01. LESSEE EVENTS OF DEFAULT. The occurrence of any of the

following acts, events or conditions, regardless of the pendency of any proceeding which has or might have the effect of preventing LESSEE from complying with the terms, conditions or covenants of this Lease, shall constitute an "Event of Default" under this Lease:

(a) LESSEE fails to make any payment of Rent or Additional Rental within ten (10) days of the date LESSEE received from LESSOR written notice of such failure to pay; or

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(b) LESSEE fails or refuses to fulfill or perform any other covenant, agreement or obligation of LESSEE hereunder and such failure

or refusal shall continue for a period of thirty (30) consecutive calendar days from and after the date upon which LESSEE receives from LESSOR written notice of such default unless correction is commenced within such period and thereafter diligently pursued; or

(c) The estate or interest of LESSEE in the Premises, or any portion thereof, or in this Lease is levied upon or attached in any proceedings and such process is not vacated, discharged or bonded over within thirty (30) days after the date of such levy or attachment; or

(d) There is any entry of a decree or order for relief by a court having jurisdiction in the Premises in respect of LESSEE in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of LESSEE or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

(e) There is commencement by LESSEE of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator,

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assignee, trustee, custodian, sequestrator (or other similar official) of LESSEE or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of LESSEE generally to pay its debts as such debts become due, or the taking of corporate action by LESSEE in furtherance of any of the foregoing.

SECTION 15.02. TERMINATION. Upon the occurrence of any Event of Default

hereunder, LESSOR shall have the right, at its election and regardless of the availability to LESSOR of any other remedy under this Lease or by law or in equity provided, to give LESSEE (then or at any time thereafter while any such Event of Default exists or continues) written notice of the termination of this Lease as of the date specified in such notice of termination, which date shall be not less than ten (10) days after the date of the giving of such notice. On such termination date this Lease and the Term and estate herein granted shall, subject to the provisions of 15.05 hereof, expire and terminate by limitation, and all rights of LESSEE under this Lease shall expire and terminate, unless prior to such termination date LESSEE pays to LESSOR all arrears of Rent and Additional Rental payable by LESSEE under this Lease (together with Interest thereon) and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by or on behalf of LESSOR by reason of any Event of Default and fully cures and corrects any Event of Default then existing hereunder to the satisfaction of LESSOR.

SECTION 15.03. REENTRY BY LESSOR. Whether or not this Lease has been

terminated pursuant to 15.02 hereof, if an Event of Default occurs, LESSOR may, for and on behalf of LESSEE and as LESSEE'S legal representative, enter upon and repossess the Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may dispossess LESSEE

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and remove LESSEE and all other persons and any and all property therefrom. LESSOR shall not be liable to LESSEE or to any person or entity claiming by, through or under LESSEE for or by reason of any such entry, repossession or removal.

SECTION 15.04. RIGHTS UPON REPOSSESSION. At any time or from time to time

after the repossession of the Premises or any part thereof pursuant to 15.03 hereof, and whether or not this Lease shall have been terminated pursuant to 15.02 hereof, LESSOR may at its option (a) repair or alter the Premises in such manner as LESSOR may deem necessary or advisable so as to put the Premises in good order and make the same rentable, and (b) relet or operate the Premises or any part thereof for the account of LESSEE for such term or terms (which may be greater or less than the period which would otherwise have constituted the remainder of the Term) on such conditions (which may include concessions or free rent) and for such uses as LESSOR in its discretion may determine, and may collect and receive the rents therefor. All costs and expenses incurred by LESSOR in the exercise of its right to reenter and to relet the Premises, or any part thereof, including, without limitation, reasonable attorneys' fees, construction and alteration costs, brokerage fees and all such similar and dissimilar expenses, shall be charged to LESSEE and shall be and become the due obligation of LESSEE to pay LESSOR, as Additional Rental, hereunder. All rental

and other sums collected by LESSOR during any period of reletting of the Premises shall be and remain the property of LESSOR and the total collected amount thereof, to the extent it exceeds the sum of all costs and expenses incurred in reletting as aforesaid, is herein defined as the "Reletting Proceeds" which, to the extent such Reletting Proceeds shall ever exceed all Rent and Additional Rental due from LESSEE to LESSOR hereunder and provided no termination has been declared, shall be and belong to LESSEE. LESSOR shall not be responsible or liable for any

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failure to relet the Premises or any part hereof or for any failure to collect any rent due upon any such reletting, but LESSOR shall make reasonable efforts to mitigate LESSOR'S damages. No repossession of the Premises by LESSOR shall be construed as an election to terminate this Lease and the Term herein demised unless, in conjunction therewith, a written notice of termination evidencing such intention is given to LESSEE as provided in 15.02 hereof.

15.05. LIABILITY OF LESSEE. No termination of this Lease pursuant to 15.02

hereof or by operation of law or otherwise (except as expressly provided herein) and no repossession of the Premises or any part thereof pursuant to 15.03 hereof or otherwise, shall relieve LESSEE of its liability and obligations hereunder, all of which shall survive such termination or repossession. LESSOR shall be entitled, at its election, to sue for and receive each increment of Rent and Additional Rental as and when the same shall become due, irrespective of whether LESSOR shall have terminated this Lease or reentered and relet the Premises or any portion thereof, provided only that in the event of reletting, LESSEE shall be entitled to a credit for the Reletting Proceeds, if any, up to the amount of Rent and Additional Rental that would otherwise have been due from LESSEE to LESSOR hereunder. LESSOR agrees to make reasonable efforts, and to permit LESSEE to make reasonable efforts to mitigate the liability and obligations of LESSEE hereunder.

SECTION 15.06. RIGHT OF LESSOR TO PERFORM FOR LESSEE. Notwithstanding any

other provision of this Lease to the contrary, upon the occurrence of any Event of Default hereunder, LESSOR may, at its exclusive option, take, on behalf of LESSEE, whatever steps it deems reasonably necessary to cure such Event of Default and to charge LESSEE for the costs and expenses attributable thereto. LESSEE shall pay all costs and expenses immediately upon receipt

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of a statement thereof from LESSOR. Any such amounts, paid or unpaid, shall be deemed Additional Rental hereunder.

SECTION 15.07. GENERAL. Each right, power and remedy of LESSOR provided in

this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to each and every other right, power or remedy provided in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. In addition to any other remedy provided in this Lease, LESSOR shall be entitled, to the extent permitted by applicable law, to injunctive relief in the event of the violation or attempted or threatened violation of any term, condition or covenant of this Lease or to a decree compelling performance thereof. The exercise by LESSOR of any one or more of the rights, powers or remedies provided in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by LESSOR of any such right, power or remedy.

SECTION 15.08. LESSOR DEFAULT. If LESSOR shall be in default in the

performance of any obligation required to be performed by LESSOR under this Lease, and such default continues for a period of thirty (30) days following written notice of such default from LESSEE, then LESSEE may exercise any of its rights provided at law or in equity, all of which shall be cumulative and concurrent remedies of LESSEE and shall be in addition to each and every other right, power and remedy provided to LESSEE and shall be in addition to each and every other right, power and remedy provided by LESSEE in this Lease or now or hereinafter existing, at law or in equity, by statute or otherwise, but in no event shall LESSEE have any right to set off sums owed or claimed to be owed to LESSEE against Rent. LESSEE agrees that, should LESSOR'S

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mortgagee notify LESSEE in writing of the existence of any such mortgage or deed to secure debt encumbering the Premises, LESSEE will simultaneously give LESSOR'S mortgagee any default provided to LESSOR, and LESSOR'S mortgagee may cure such default (and LESSEE will accept such cure) on behalf of the LESSOR.

SECTION 16.01. DEFINITIONS. For purposes of this Article XVI:

(i) "Contamination" as used herein means the uncontained or uncontrolled presence of or release of Hazardous Substances into any environmental media and into or on any portion of the Premises or any part thereof so as to require remediation, cleanup or investigation under any applicable Environmental Law.

(ii) "Environmental Laws" as used herein means all federal, state, and local laws, regulations, orders, permits, ordinances, and the like concerning protection of human health and/or the environment.

(iii) "Hazardous Substances" as used herein means any hazardous or toxic substance or waste as those terms are defined by any applicable federal or state law or regulation (including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. sec. ("CERCLA") and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. sec. ["RCRA"]) and petroleum products and oil.

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SECTION 16.02. COMPLIANCE. LESSEE warrants that all its activities on the

Premises, during the course of this Lease will be conducted in compliance with Environmental Laws. LESSEE warrants that it and the Premises are, to the best of LESSEE'S knowledge currently in compliance with all applicable Environmental Laws and that there are no pending or threatened notices of deficiency, notices of violation, orders, or judicial or administrative actions involving alleged violations by LESSEE or the Premises of any Environmental Laws. LESSEE, at LESSEE'S sole cost and expense, shall be responsible for obtaining all permits or licenses or approvals under Environmental Laws necessary for LESSEE'S operation of its business on the Premises and shall make all notifications and registrations required by any applicable Environmental Laws. LESSEE, at LESSEE'S sole cost and expense, shall at all times comply with the terms and conditions of all such permits, licenses, approvals, notifications and registrations and with any other applicable Environmental Laws. LESSEE warrants that it has obtained all such permits, licenses or approvals and made all such notifications and registrations required by any applicable Environmental Laws necessary for LESSEE'S operation of its business on the Premises.

SECTION 16.03. HAZARDOUS SUBSTANCES. Except in compliance with all laws

and/or regulations and the requirements of any insurance carrier insuring the Premises, LESSEE shall not cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Premises. Except in compliance with all laws and/or regulations and the requirements of any insurance carrier insuring the Premises, LESSEE shall not cause or permit the release of any Hazardous Substances into any environmental media such as air, water or land, or into or on the Premises. If such release shall occur during the Term or any extension thereof, LESSEE shall (i)

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immediately take all necessary steps to contain, control and clean up such release and any associated Contamination, (ii) notify LESSOR, and (iii) take any and all other action which may be required by Environmental Laws and/or, governmental agencies, . LESSEE shall under no circumstances whatsoever (i) treat, store or dispose of any Hazardous Waste (as all such terms are defined by RCRA, and the regulations promulgated thereunder) within the Premises, or (ii) discharge Hazardous Substances into the storm sewer system serving the Premises; other than as shall be reasonably required in the use and occupancy of the Premises and then only in full compliance with all laws and/or regulations. If at any time during the Term, or any extensions thereof any governmental body or agency requires that the asbestos in the Premises be removed LESSEE shall, at its sole cost and expense, if required by law or governmental order, remove such asbestos; but, except for asbestos which, according to governmental laws or regulations should have been removed prior to the end of the Term, or any extension thereof, LESSEE shall have no obligation to remove asbestos and LESSOR shall thereafter be responsible for any removal thereof which may be required.

SECTION 16.04. INDEMNITY OF LESSEE. LESSEE shall and hereby does

indemnify LESSOR and hold LESSOR harmless from and against any and all expense, loss, and liability suffered by LESSOR (with the exception of those expenses, losses, and liabilities arising from LESSOR'S own negligence or willful act), by reason of LESSEE'S improper storage, generation, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any Hazardous Substances (whether accidental, intentional, or negligent) or by reason of LESSEE'S breach of any warranty or of the provisions of this Article XVI. Such expenses, losses and liabilities shall include, without limitation, (i) any and all expenses that LESSOR may incur to

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comply with any Environmental Laws as a result of LESSEE'S failure to comply therewith; (ii) any and all costs that LESSOR may incur in studying or remedying any Contamination at or arising from the Premises to the extent such remedying is required by applicable law, (iii) any and all costs that LESSOR may incur in studying, removing, disposing or otherwise addressing any Hazardous Substances that LESSEE improperly stored, generated, handled, treated, transported or disposed of or failed to remove from the Premises to the extent the same is required by applicable law; (iv) any and all fines, penalties or other sanctions assessed upon LESSOR by reason of LESSEE'S failure to comply with Environmental Laws; and (v) any and all legal and professional fees and costs incurred by LESSOR in connection with the foregoing. The indemnity contained herein shall survive the termination or expiration of this Lease but only with regard to conditions or provisions which LESSEE is obligated by this Lease to prevent, correct, or comply with during the Term of this Lease and any extensions thereof.

SECTION 16.05. INDEMNITY OF LESSOR. LESSOR shall and hereby does

indemnify LESSEE and hold LESSEE harmless from and against any and all expense, loss, and liability suffered by LESSEE (with the exception of those expenses, losses, and liabilities arising from LESSEE'S own negligence or willful act), by reason of the improper storage, generation, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any Hazardous Substances (whether accidental, intentional, or negligent) or by reason of the violation of any Environmental Law by LESSOR or its agents, but excluding those matters pursuant to which LESSEE has indemnified LESSOR pursuant to Section 16.04 above. Such expenses, losses and liabilities shall include, without limitation, (i) any and all expenses that LESSEE may incur to comply with any Environmental Laws as a result of LESSOR'S or its agent's failure to

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comply therewith; (ii) any and all costs that LESSEE may incur in studying or remedying any Contamination at or arising from the Land to the extent such remedying is required by applicable law, (iii) any and all costs that LESSEE may incur in studying, removing, disposing or otherwise addressing any Hazardous Substances that LESSOR or its agents improperly stored, generated, handled, treated, transported or disposed of or failed to remove from the Premises to the extent the same is required by applicable law; (iv) any and all fines, penalties or other sanctions assessed upon LESSEE by reason of LESSOR or its agent's failure to comply with Environmental Laws; and (v) any and all legal and professional fees and costs incurred by LESSEE in connection with the foregoing. The indemnity contained herein shall survive the termination or expiration of this Lease.

ARTICLE XVII
BROKERAGE PROVISIONS

SECTION 17.01. NO BROKER. LESSOR and LESSEE represent and warrant that no

broker, commission agent, real estate agent or salesman has participated in the negotiation of this Lease, its procurement or in the procurement of LESSOR or LESSEE except for Bruce Williams Properties, L.L.C. and CRE Services, L.L.C., who will be paid by LESSOR under a separate agreement and that no such person, firm or corporation is or shall be entitled to the payment of any fee, commission, compensation or other form of remuneration in connection herewith in any manner. LESSOR and LESSEE shall and do hereby mutually indemnify and hold harmless each other from and against any and all loss, cost, claim, damage or expense (including court costs and reasonable attorneys' fees) arising from and out of or in any manner connected with this Lease or

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any claim (meritorious or otherwise), demand or assertion which is in the nature of a brokerage fee, commission or other compensation for services rendered. The terms of this 17.01 shall survive any termination of this Lease.

ARTICLE XVIII
MISCELLANEOUS

SECTION 18.01. LESSOR LIABILITY. No owner of the Premises, whether or not

named herein, shall have liability hereunder after such owner ceases to hold title to the Premises, except for obligations which may have theretofore accrued. Neither LESSOR nor any officer, director, shareholder, partner or principal, whether disclosed or undisclosed, of LESSOR shall be under any personal liability with respect to any of the provisions of this Lease, and if LESSOR is in breach or default with respect to LESSOR'S obligations or otherwise under this Lease, LESSEE shall look solely to the equity of LESSOR in the Premises and the Land and improvements thereon and the amount of any casualty or condemnation proceeds paid to LESSOR for the satisfaction of LESSEE'S remedies. It is expressly understood and agreed that LESSOR'S liability under the terms, covenants, conditions, warranties and obligations of this Lease shall in no

event exceed the loss of LESSOR'S equity interest in the Premises and the Land and improvements thereon and the amount of any casualty or condemnation proceeds paid to LESSOR which are not applied as required by this Lease. Notwithstanding anything in this Section 18.01 to the contrary, in no event shall the amount of LESSOR'S equity in the Land and the improvements thereon be less than One Million Dollars (\$1,000,000.00).

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SECTION 18.02. WAIVER. Failure of LESSOR to insist upon the strict

performance by LESSEE of any term, condition or covenant on LESSEE'S part to be performed pursuant to the terms of this Lease or to exercise any option, right, power, or remedy of LESSOR contained in this Lease shall not be deemed to be nor be construed as a waiver of such performance or relinquishment of such right now or subsequent hereto. The receipt by LESSOR of any Rent or Additional Rental required to be paid by LESSEE hereunder with knowledge of any default by LESSEE hereunder shall not be deemed a waiver of such default. No waiver by LESSOR of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by LESSOR.

SECTION 18.03. WAIVER OF REDEMPTION. LESSEE hereby waives and surrenders

any right or privilege under any present or future constitution, statute or law to redeem the Premises or to continue this Lease after the termination of this Lease for any reason, and the benefits of any present or future constitution, statute or rule of law which exempts property from liability for debt or for distress for rent.

SECTION 18.04. ESTOPPEL CERTIFICATES. Upon written request of LESSOR, but

no more frequently than once in any twelve (12) month period, LESSEE shall from time to time execute, acknowledge and deliver to LESSOR and to any mortgagee of or prospective purchaser from LESSOR, a written certificate certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified, and stating the modifications), (b) the dates to which Rent and Additional Rental payable by LESSEE hereunder have been paid, and (c) that no notice has been received by LESSEE of any

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default by LESSEE hereunder which has not been cured, except as to any default specified in said certificate.

Upon written request of LESSEE, but no more frequently than once in any twelve (12) month period, LESSOR shall from time to time execute, acknowledge and deliver to LESSEE a written certificate certifying (d) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified, and stating the modifications), (e) the dates to which Rent and Additional Rental payable by LESSEE hereunder have been paid, and (f) whether or not, to the knowledge of LESSOR, there is then existing a default by LESSEE under this Lease (and if so, specifying the same).

SECTION 18.05. NO MERGER OF TITLE. There shall be no merger of the

leasehold estate created by this Lease with the fee estate of LESSOR by reason of the fact that the same person may own or hold both the leasehold estate created by this Lease or any interest therein and the fee estate in the Premises or any interest therein; and no such merger shall occur unless and until all persons or entities (including any mortgagee with respect to the fee estate of LESSOR) having any interest in the leasehold estate created by this Lease or the fee estate in the Premises shall join in a written instrument effecting such merger and shall duly record the same.

SECTION 18.06. MORTGAGEE'S RIGHTS. Subject to all the provisions of this

Section 18.06, this Lease may be either superior or subordinate to any "Mortgage". The term "Mortgage", as used in this Lease, shall mean any and all mortgages, deeds to secure debt, deeds of trust, or other instruments creating a lien or conveying a security title at any time and from time to time, granted by LESSOR and affecting or encumbering the title of LESSOR to the Premises or this Lease. The term "Mortgagee" refers to the holder of the Mortgage. Any Mortgagee may elect to have

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this Lease superior to its Mortgage by signifying such election in the Mortgage or by separate recorded instrument. Upon request by any Mortgagee, LESSEE shall execute and deliver a written instrument, in a form acceptable for recording in the real estate records of Fulton County, Georgia, recognizing that this Lease is superior to a Mortgage and that, upon foreclosure of or exercise of the power of sale contained in the Mortgage, LESSEE shall recognize and attorn to the purchaser at the foreclosure sale as the LESSOR under this Lease, subject to all

the terms and provisions of this Lease. If a Mortgage is subordinate to this Lease, any person who becomes the holder of the interest of the LESSOR by virtue of foreclosure of the Mortgage shall be subject to and bound by all the provisions of this Lease. If a Mortgagee desires for this Lease to be subordinate to its Mortgage, LESSEE agrees that it shall subordinate this Lease by execution and delivery of the Subordination, Non-Disturbance and Attornment Agreement attached to this Lease as Exhibit "F" and by this reference made a

part hereof; provided, however, that such Agreement must be fully executed by all parties thereto and properly recorded in the real estate records of Fulton County, Georgia, such delivery being a condition precedent to LESSEE'S agreement to subordinate. Such Subordination, Non-Disturbance and Attornment Agreement shall provide any insurance proceeds shall be applied as set forth herein.

SECTION 18.07. SEPARABILITY. Each and every covenant and agreement

contained in this Lease shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by LESSOR shall not discharge or relieve LESSEE from its obligation to perform each and every covenant and agreement to be performed by LESSEE under this Lease. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to

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render this Lease valid and enforceable. If any term, provision or covenant of this Lease or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, by a court of last resort having jurisdiction in the premises, the validity of the remainder of this Lease shall not be affected; this Lease shall not terminate, and there shall be substituted for such illegal, invalid or unenforceable provision a like provision which is legal, valid and enforceable within the limits established by such court's final opinion and which most nearly accomplishes and reflects the original intention of the parties.

SECTION 18.08. NOTICES, DEMANDS AND OTHER INSTRUMENTS. All notices,

demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if personally delivered or sent, postage prepaid, by first class registered or certified United States mail, return receipt requested, addressed to each party hereto at the following address:

LESSOR: 1600 Peachtree, L.L.C.
c/o Brogdon Consulting, Inc.
3525 Mall Boulevard
Suite 5FF
Duluth, Georgia 30136

LESSEE: Equifax Inc.
1600 Peachtree Street, NW
Atlanta, Georgia 30309
Attention: General Counsel

with a copy to: Equifax Inc.
1600 Peachtree Street, NW
Atlanta, Georgia 30309
Attention: Director of Corporate Real Estate

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with a copy to: William F. Timmons, Esq.
Long Aldridge & Norman LLP
5300 SunTrust Tower
303 Peachtree Street
Atlanta, Georgia 30308

or at such other address in the United States as LESSOR or LESSEE may from time to time designate by like notice. Any such notice, demand, request or other communication shall be considered given or delivered, as the case may be, on the date of personal delivery or on the date of deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

SECTION 18.09. SUCCESSORS AND ASSIGNS. Each and every covenant, term,

condition and obligation contained in this Lease shall apply to and be binding upon and inure to the benefit or detriment of the respective legal representatives, heirs, successors and assigns of LESSOR and LESSEE. Whenever reference to the parties hereto is made in this Lease, such reference shall be deemed to include the legal representatives, successors, heirs and assigns of said party the same as if in each case expressed. The term "person" when used

in this Lease shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, government or governmental organization or any other entity.

SECTION 18.10. HEADINGS. The headings to the various Articles and

Sections of this Lease have been inserted for purposes of reference only and shall not limit or define or otherwise affect the express terms and provisions of this Lease.

SECTION 18.11. COUNTERPARTS. This Lease may be executed in any number of

counterparts, each of which is an original, but all of which shall constitute one instrument.

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SECTION 18.12. APPLICABLE LAW. This Lease shall be construed under and

enforced in accordance with the laws of the State of Georgia.

SECTION 18.13. ENTIRE AGREEMENT; AMENDMENTS. This Lease and the Lease

Termination Agreement dated of even date and each of the documents referred to therein set forth the entire understanding and agreement of LESSOR and LESSEE with respect to the Premises; all courses of dealing, usage of trade and all prior representations, promises, understandings and agreements, whether oral or written, are superseded by and merged into this Lease. No modification or amendment of this Lease shall be binding upon LESSOR and LESSEE, or either of them, unless in writing and fully executed.

SECTION 18.14. ALL GENDERS AND NUMBERS INCLUDED. Whenever the singular or

plural number, or masculine, feminine, or neuter gender is used in this Lease, it shall equally apply to, extend to, and include the other.

SECTION 18.15. TIME IS OF ESSENCE. Time is of the essence of this Lease.

Whenever a day certain is provided for the payment of any sum of money or the performance of any act or thing, the same enters into and becomes a part of the consideration for this Lease.

SECTION 18.16. SHORT FORM LEASE. LESSOR and LESSEE hereby agree that this

Lease shall not be recorded in the public records of Fulton County, Georgia. LESSOR and LESSEE shall, contemporaneously with the execution hereof, execute a Short Form Lease in the form attached hereto as Exhibit "D". The Short Form

Lease shall be filed for record with the Clerk of the Superior Court of Fulton County, Georgia. Any and all recording cost and tax, if any, required in connection with the recording of the Short Form Lease shall be at the sole cost and expense of LESSEE.

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SECTION 18.17. WAIVER OF LIEN. Except as provided in this Section 18.17,

LESSOR does hereby waive any and all lien or claim of lien against LESSEE and the property of LESSEE located on the Premises, arising from this Lease or the relationship of LESSOR and LESSEE (including, without limitation, any lien created pursuant to O.C.G.A. Section 44-14-341); provided, however, that except as hereinafter provided, such waiver shall not extend to the tangible personal property of LESSEE located on the Premises. Notwithstanding the foregoing, in no event shall any such lien or claim of lien extend to any computers, computer systems (including hardware, software and firmware), all data (including proprietary data) stored on such systems, intellectual property, trade secrets, confidential information and other proprietary information of LESSEE.

SECTION 18.18. EXPANSION. Subject to the terms and conditions set forth

herein, LESSEE shall have the option from time to time to lease the space located on the second and third floors of the building located immediately in front of the building in which the Premises is located (such building being hereinafter referred to as "Building B"), but excluding the space currently utilized as the cafeteria (such expansion space is hereinafter referred to as the "Additional Space") upon the same terms and conditions as this Lease except that the term thereof must end, at LESSEE's option, either on March 31, 2004 or the date upon which the Term of this Lease expires. LESSOR shall provide LESSEE with (a) a copy of any letter of intent that is executed with any prospective tenant of the Additional Space (or if no such letter of intent is executed by LESSOR, then a copy of the proposed draft of the lease for such space) or (b) a copy of a negotiated letter of intent with a prospective tenant of the Additional Space with terms that appear to be acceptable to such prospective tenant, together in any event with a notice

stating that such notice is delivered pursuant to this Section 18.18. LESSEE shall notify LESSOR, in writing, within ten (10) days of receipt of such notice that LESSEE elects to lease the Additional Space. LESSEE's failure to timely respond in writing shall constitute a waiver of LESSEE's option to lease such space. In the event that LESSOR fails to execute a lease for the Additional Space with such prospective tenant within one hundred twenty (120) days of receipt of such notice by LESSEE, then LESSEE's option shall be reinstated with respect to the Additional Space. In the event that LESSEE elects to lease any Additional Space, LESSEE and LESSOR shall execute and deliver an amendment to the Lease increasing the number of square feet constituting the Premises by the amount of the Additional Space, and otherwise subjecting the Additional Space to the same terms and conditions of the Lease as currently in effect, including but not limited to a provision providing that Rent for the Additional Space shall be the same rent per square foot as currently in effect under the Lease (as the same may be increased as provided in the Lease). Rent payment for any Additional Space shall begin upon the first to occur of (a) occupancy of such Additional Space by LESSEE for the purposes of conducting business or (b) 90 days after the exercise by LESSEE of the expansion option. In the event that LESSOR notifies LESSEE of its intention to lease the Additional Space within Building B as provided in this Section 18.18, and the third and fourth floors of the building located immediately in front of Building B (such building is hereinafter referred to as "Building A") is unleased, and the LESSEE elects not to take the Additional Space within Building B, then for the purposes hereof the Additional Space shall thereafter mean the third and fourth floors of Building A. Notwithstanding anything herein to the contrary, in the event that the space to be leased to a prospective tenant constitutes all of Building A and Building B, then in order to exercise the expansion option

granted herein, LESSEE must elect to lease all of such space, or in the event that the space to be leased to any prospective tenant constitutes all of the Additional Space and any other space within Building A or Building B, then in order to exercise the expansion option granted herein, LESSEE must elect to lease all of such space which such prospective tenant proposes to lease.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Lease, have affixed their seals hereunto and have delivered same, all in duplicate (or triplicate) original, at Atlanta, Georgia as of the day and year first above written.

"LESSOR"

1600 Peachtree, L.L.C.

By: Gwinnett Prado, L.P., a Manager and Member

By: Prado Manager, Inc., its sole general partner

By: /s/ D. Scott Hudgens, Jr.

D. Scott Hudgens, Jr.
President

[CORPORATE SEAL]

By: /s/ Herman J. Russell [SEAL]

Herman J. Russell
A Manager and Member

"LESSEE"

EQUIFAX INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

EXHIBITS

Exhibit "B" Permitted Encumbrances
Exhibit "C" Building Standard Services
Exhibit "D" Short Form Lease
Exhibit "E" Competitor List
Exhibit "F" Subordination, Non-Disturbance and Attornment Agreement
Exhibit "G" Description of Access Area
Exhibit "H" Current Cafeteria Equipment
Exhibit "I" Legal Description of Land

EXHIBIT "A"

DESCRIPTION OF PREMISES

EXHIBIT "B"

PERMITTED TITLE EXCEPTIONS

EXHIBIT "C"

BUILDING STANDARD SERVICES

LESSOR shall furnish the following services to LESSEE during the period required by Section 5.02 of the Lease (the "Building Standard Services"):

(a) Hot and cold domestic water and common-use rest rooms and sinks and toilets at locations provided for general use as reasonably deemed by LESSOR to be in keeping with the existing standards of the Premises.

(b) Central heat and air conditioning in season, at such temperatures and in such amounts as are reasonably deemed by LESSOR to be in keeping with the first-class standards of the Premises. Such heating and air conditioning shall be furnished 24 hours a day, seven days a week, 52 weeks per year.

(c) Electric lighting service for all public areas and special service areas of the Premises and Common Facilities in the manner and to the extent reasonably deemed by LESSOR to be in keeping with the first-class standards of the Premises.

(d) Janitor service shall be provided seven (7) days per week, after midnight, in a manner that LESSOR reasonably deems to be consistent with the first-class standards of the Premises. (See Schedule 1 hereto) In addition,

the carpet shall be cleaned once each year of the lease Term.

(e) Security services for the Premises comparable as to coverage, control and responsiveness (but not necessarily as to means for accomplishing same) to the level provided as of the commencement of the Term; provided, however, LESSOR shall have no responsibility to prevent, and shall not be liable to LESSEE for, any liability or loss to LESSEE, its agents, employees and visitors arising out of losses due to theft, burglary, damage or injury to persons or property caused by persons gaining access to the Premises, and LESSEE hereby releases LESSOR from all liability for such losses, damages or injury. [One additional security guard will be on duty from 5:30 p.m. to 12:00 midnight, 7 days per week, 52 weeks per year.]

(f) Sufficient electrical capacity to operate (i) incandescent lights, typewriters, calculating machines, photocopying machines and other machines of the same low voltage electrical consumption (120/208 volts), provided that the total rated electrical design load for said lighting and machines of low electrical voltage shall not exceed 3 watts per square foot of rentable area; and (ii) lighting (277/480 volts), provided that the total rated electrical design load for said lighting shall not exceed 2 watts per square foot of rentable area (each such rated electrical design load to be hereinafter referred to as the "Building Standard Rated Electrical Design Load"). LESSOR acknowledges that LESSEE will have the use of the electrical outlets beyond the standard

Building Operating Hours.

Should LESSEE's total rated electrical design load exceed the building Standard Rated Electrical Design Load for either low or high voltage electrical consumption, or if LESSEE's electrical design requires low voltage or high voltage electrical consumption, or if LESSEE's electrical design requires low voltage or high voltage circuits in excess of LESSEE's share of the Building Standard circuits, LESSOR will (at LESSEE's expense) install such additional circuits and associated high voltage panels and/or additional low voltage panels with associated transformers (which additional circuits, panels and transformers shall be hereinafter referred to as the "Additional Electrical Equipment"). If the Additional Electrical Equipment is installed because LESSEE's low or high voltage rated electrical design load exceeds the applicable Building Standard Rated Electrical Design Load, then a meter shall also be added (at LESSEE's expense) to measure the electricity used through the Additional Electrical Equipment.

The design and installation of any Additional Electrical Equipment (or any related meter) required by LESSEE shall be subject to the prior approval of LESSOR (which approval shall not be unreasonably withheld). All expenses incurred by LESSOR in connection with the review and approval of any Additional Electrical Equipment shall also be reimbursed to LESSOR by LESSEE. LESSEE shall also pay on demand the actual metered cost of electricity consumed through the Additional Electrical Equipment (if applicable), plus any actual accounting expenses incurred by LESSOR in connection with the metering thereof.

If any of LESSEE's electrical equipment required conditioned air in excess of Building Standard air conditioning, the same shall be installed by LESSOR (on LESSEE's behalf), and LESSEE shall pay all design, installation, metering and operating costs relating thereto.

If LESSEE requires that certain areas within LESSEE's Demised Premises must operate in excess of the normal Business Operating Hours, 8:00 a.m. to 6:00 p.m., Monday through Fridays (the "Standard Building Operating Hours"), the electrical service to such areas shall be separately circuited and metered (at LESSEE's expense) or separately calculated, such that LESSEE shall be billed the costs associated with electricity consumed during hours other than Building Operating Hours.

All normal electrical Building Standard Services will be available to LESSEE 24 hours a day, seven days a week, 52 weeks a year.

(g) All Building Standard fluorescent bulb replacement in all areas and all incandescent bulb replacement in public areas, toilet and restroom areas and stairwells.

EXHIBIT "D"

SHORT FORM LEASE

EXHIBIT "E"

COMPETITOR LIST

All of the following and their respective directly owned subsidiaries:

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)
EDS (and General Motors Corp., its parent)
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.
CYCARE, Inc.
ENVOY
DATEQ
Continuum
Creditel
EMSI
PAYCO American Corp.
Olsten's Temporary
CCN (and Great Universal Stores, its parent)
Grattan, PLC
Next PLC

EXHIBIT "F"

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

EXHIBIT "G"

DESCRIPTION OF ACCESS AREA

EXHIBIT "H"

CURRENT CAFETERIA EQUIPMENT

EXHIBIT "I"

LEGAL DESCRIPTION OF LAND

EXHIBIT 13.1

SUMMARY OF SELECTED FINANCIAL DATA

<TABLE>

<CAPTION>

(dollars in thousands, except per share amounts)

Year ended December 31 1992	1997	1996	1995	1994	1993
	<C>	<C>	<C>	<C>	<C>
SUMMARY OF OPERATIONS					
Operating revenue 724,030	\$ 1,366,087	\$ 1,222,798	\$ 1,105,309	\$ 968,660	\$ 813,235
Operating costs and expenses before unusual items 584,204	1,042,179	955,897	883,405	770,779	649,135
Unusual items -	(25,000)	(10,313)	9,243	-	(48,438)
Operating income 139,826	298,908	256,588	231,147	197,881	115,662
Other income, net 7,474	45,027	22,400	7,335	8,643	3,881
Interest expense (3,031)	(20,797)	(16,439)	(15,342)	(12,986)	(8,742)
Income from continuing operations before income taxes and cumulative effect of accounting change 144,269	323,138	262,549	223,140	193,538	110,801
Provision for income taxes 59,056	137,613	109,452	90,355	79,804	48,525
Income from continuing operations before cumulative effect of accounting change 85,213	185,525	153,097	132,785	113,734	62,276
Discontinued operations, net of income taxes 133	1,449	24,520	14,865	6,612	1,239
Cumulative effect of accounting change, net of income taxes *	(3,237)	-	-	-	-
Net income 85,346	\$ 183,737	\$ 177,617	\$ 147,650	\$ 120,346	\$ 63,515
Dividends paid 42,770	\$ 52,030	\$ 49,704	\$ 50,223	\$ 47,161	\$ 42,041
PER COMMON SHARE (basic)					
Income from continuing operations before cumulative effect of accounting change 0.52	\$ 1.29	\$ 1.05	\$ 0.88	\$ 0.77	\$ 0.41
Discontinued operations -	0.01	0.17	0.10	0.04	0.01
Cumulative effect of accounting change -	(0.02)	-	-	-	-
Net income 0.52	\$ 1.27	\$ 1.22	\$ 0.98	\$ 0.81	\$ 0.42
Weighted average common					

shares outstanding (basic) 163,918,000	144,233,000	145,518,000	151,357,000	148,608,000	150,114,000		
PER COMMON SHARE (diluted)							
Income from continuing operations before cumulative effect of accounting change 0.52	\$ 1.26	\$ 1.03	\$ 0.86	\$ 0.75	\$ 0.41	\$	
Discontinued operations -	0.01	0.16	0.10	0.04	0.01		
Cumulative effect of accounting change -	(0.02)	-	-	-	-		

Net income 0.52	\$ 1.24	\$ 1.19	\$ 0.96	\$ 0.79	\$ 0.42	\$	

Weighted average common shares outstanding (diluted) 164,746,000	147,818,000	149,207,000	154,375,000	150,691,000	151,631,000		
Dividends per share 0.260	\$ 0.345	\$ 0.330	\$ 0.315	\$ 0.303	\$ 0.280	\$	
BALANCE SHEET DATA (at December 31)							
Total assets - continuing operations 621,322	\$ 1,177,104	\$ 1,011,104	\$ 871,489	\$ 836,728	\$ 629,318	\$	
Total assets 638,375	\$ 1,177,104	\$ 1,207,518	\$ 976,173	\$ 934,832	\$ 643,279	\$	
Long-term debt 191,749	\$ 339,301	\$ 304,942	\$ 302,665	\$ 211,962	\$ 200,070	\$	
Shareholders' equity 257,990	\$ 349,397	\$ 424,950	\$ 353,465	\$ 361,935	\$ 254,031	\$	
Common shares outstanding 151,550,000	142,609,000	144,876,000	147,245,000	151,790,000	149,618,000		
OTHER INFORMATION (at December 31)							
Stock price per share ** \$9.23	\$35.44	\$27.41	\$19.13	\$11.80	\$12.25		
Book value per share \$1.70	\$2.45	\$2.93	\$2.40	\$2.38	\$1.70		
Market capitalization ** 1,399,413	\$ 5,053,706	\$ 3,970,444	\$ 2,816,061	\$ 1,790,667	\$ 1,832,821	\$	
Employees - continuing operations 7,500	10,000	9,500	9,800	9,600	8,000		

* The 1997 accounting change relates to EITF No. 97-13 regarding accounting for business process reengineering costs.

** Stock prices and market capitalization have been restated to reflect the spinoff of ChoicePoint.

</TABLE>

1997 ANNUAL REPORT MD&A

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL RESULTS
OF OPERATIONS AND FINANCIAL CONDITION

This discussion and analysis should be read in conjunction with the consolidated financial statements and accompanying notes.

RESULTS OF OPERATIONS.

On August 7, 1997, the Company completed the spinoff of its Insurance Services industry segment, "ChoicePoint" (Note 2). Accordingly, the results of operations information presented below reflect only the continuing operations of the Company.

Consolidated revenue for the year was \$1.37 billion, an increase of \$143.3 million or 11.7% over 1996. This increase is more than the 10.6% increase in 1996, despite the divestitures of the health information services businesses in 1996 and National Decision Systems in 1997. Excluding these divestitures, revenue increased 19.3% in 1997 and 15.3% in 1996 with acquisitions contributing about 10.6 and 3.4 percentage points, respectively, of the increases. Revenue growth in 1997 benefited from the performances of Card Services, Credit Information and Marketing Services, and Equifax Europe, as well as acquisitions.

Operating income of \$298.9 million increased \$42.3 million in 1997. Excluding a \$25.0 million expense charge in the fourth quarter of 1997 related to the pending acquisition of the collections business from Computer Sciences Corporation (Note 11) and a \$10.3 million write-off in the second quarter of 1996 related to an asset impairment (Note 5), operating income improved 21.4%, from \$266.9 million in 1996 to \$323.9 million in 1997. In 1996, operating income before unusual items increased \$45.0 million or 20.3% versus 1995.

The improvements in both years are the result of revenue increases in the higher margin businesses, continued operating leverage in Equifax Europe and Latin America and continuing expense controls throughout the organization. The 1997 increase was also aided by acquisitions while the 1996 increase benefited by lower losses within Health Information Services as well as the recognition of revenue from a lottery subcontract (Note 6). The impact of acquisitions and divestitures increased 1997 operating income about 4.6 percentage points and decreased 1996 operating income by 1.5 percentage points.

The operating income margin in 1997 was 23.7% compared to 21.8% in 1996, excluding the unusual charges. The gains in 1997 were achieved despite very competitive conditions both domestically and internationally, investments in integrating acquisitions and new products, as well as time and effort required by management relating to the spinoff.

During the second quarter of 1997, the Company's National Decision Systems business unit was sold resulting in a gain of \$42.8 million (\$17.9 million after tax, or \$.12 per share). During the fourth quarter, Equifax recorded a \$25.0 million expense charge (\$15.0 million after tax, or \$.10 per share) in connection with its upcoming purchase of Computer Science Corporation's collections business. This charge reflects valuation differences on this pending acquisition.

The fourth quarter's results were also affected by a nonrecurring after-tax, noncash charge of \$3.2 million or \$.02 per share related to a new accounting rule established by the Financial Accounting Standards Board Emerging Issues Task Force on November 20, 1997. This rule, EITF Issue No. 97-13, requires certain components of computer system development projects to be expensed as they are incurred, and also requires that any unamortized amounts previously capitalized be written off in the current period (Note 3).

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Diluted earnings per share from continuing operations (excluding the 1997 nonrecurring gain, unusual charge and accounting change mentioned above) increased 20.4% to \$1.24 in 1997 from \$1.03 in 1996. Net income from continuing operations (before the nonrecurring gain, unusual charge and accounting change) was \$182.6 million in 1997, an increase of 19.3% over 1996's net income from continuing operations of \$153.1 million. Higher diluted earnings per share increases relative to net income increases reflect the Company's repurchase of common shares during 1997. For the year, the average diluted shares outstanding declined approximately 1% as a result of Equifax's share repurchase plan.

There are five reporting segments: North American Information Services, Payment

Services, Equifax Europe, Equifax Latin America and Other. These segments were revised in 1997 to more closely follow the Company's internal management organization. Other is primarily comprised of the health information services businesses, which were divested during the fourth quarter of 1996, and the lottery subcontract. The following discussion analyzes (1) revenue and operating income by the five segments; (2) general corporate expense; (3) consolidated other income, interest expense and effective income tax rates; and (4) financial condition. Note 13 breaks out the segment results by quarter for 1997 and 1996.

NORTH AMERICAN INFORMATION SERVICES.

(In millions)

	1997	1996	1995
Revenue	\$709.0	\$668.8	\$594.4
Operating income*	\$241.6	\$220.4	\$196.9

*before valuation loss on pending acquisition of \$25.0 million in 1997 (Note 11) and restructuring charge of \$5.0 million in 1995 (Note 12)

North American Information Services comprises Credit Services, Risk Management Services, Mortgage Services, Canadian Operations, as well as National Decision Systems (divested in May 1997). Revenue growth in North American Information Services was 6.0% in 1997, compared to 12.5% in 1996. Excluding divestitures, revenue increased 10.4% in 1997 and 13.1% in 1996, with 5.1 and 2.8 percentage points of the increases attributable to acquisitions, respectively.

U.S. Credit Services showed a revenue increase of 8.4% in 1997, driven by volume growth of banking and telecommunications customers, growth in credit marketing services, and acquisitions. Average prices for credit reports were relatively stable in 1997, versus a decline in 1996. The decline in 1996, however, was more than offset by continued volume growth. Pricing pressures are expected to persist, but volume growth is expected to continue to more than offset price declines. During 1997, management restructured the organization to focus on its customers by industries and established the following vertical markets: banking, finance, retail, telecommunications and utilities, and healthcare administration. This focus on customers by vertical markets, as well as the continual introduction of new services and products contributed to revenue growth in 1997 and is expected to continue adding to growth in 1998.

Revenue in U.S. Risk Management Services increased 18.1% due primarily to new business from customers outsourcing the accounts receivable management function of their businesses.

Revenue in Mortgage Services declined 9.0% for the year due primarily to the continuing shift to the Company's lower-priced, automated product.

Canadian revenue was up 17.6% in 1997, as a result of 1996 acquisitions and increases in credit report unit volumes which were partially offset by average price declines. Excluding acquisitions, in local currency, revenue was approximately level between years, as a 6.1% gain in credit reporting services was offset by a decline in collection services.

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Excluding a \$25.0 million unusual charge in 1997 related to a pending acquisition (Note 11) and a \$5.0 million restructuring charge in 1995 (Note 12), operating income for North American Information Services increased 9.6% in 1997, following an 11.9% increase in 1996, due primarily to revenue growth across most of its businesses. This segment's operating margin increased due to operating leverage in all businesses as well as the sale of National Decision Systems.

PAYMENT SERVICES.

	1997	1996	1995
Revenue	\$440.0	\$339.3	\$284.4
Operating income*	\$81.2	\$66.9	\$64.0

*before restructuring charge of \$0.5 million in 1995
(Note 12)

Payment Services consists of Card Services, Check Services and FBS Software. Payment Services revenue increased 29.7% in 1997, with about 18 percentage points of the revenue increase attributable to the fourth quarter 1996 acquisition of CSG Card Services. Card Services 1997 revenue increased 54.6%, with about 34.9 percentage points of the increase attributable to the CSG acquisition. Check Services revenue increased 4.5%, while FBS Software revenue was relatively level. In 1996, Payment Services revenue increased 19.3% with 2.4 percentage points attributable to acquisitions. Card Services 1996 revenue increased 28.0% over 1995, while Check Services revenue increased 4.1%, and FBS Software revenue more than doubled.

Exclusive of the CSG acquisition, growth within Card Services in 1997 is attributed to the higher number of cardholder accounts processed, due to business from new customers (i.e., credit unions and IBAA member banks) that either converted to or began using Equifax Card Services' credit and debit card processing services. Growth in 1997 was also attributed to volume and new account growth from existing customers.

Check Services has shown more modest growth in recent years due to slower industry growth as well as increasing sales of our lower-priced verification product, PathWays(R). As a result of this product introduction, Check Services retained targeted customers by offering an alternative to the warranty product. The dollar amount of checks warranted or verified by Check Services was \$15.8 billion in 1997 versus \$14.1 billion in 1996.

Payment Services operating income increased \$14.3 million in 1997 versus a \$2.9 million increase in 1996. The 1997 increase in operating income was largely attributable to the revenue growth in Card Services as well as the absence of moving expenses which occurred in 1996. The 1996 increase in operating income was adversely impacted by \$5.1 million in one-time expenses incurred in connection with a move to a new location. Excluding these expenses, 1996 operating income increased by \$8.0 million, or 12.5% versus 1995, driven primarily by higher profits resulting from higher revenue in Card Services and by the performance of FBS Software.

Operating income for Card Services increased 35.1% in 1997, benefiting from strong revenue growth. The CSG acquisition was modestly positive to this segment's operating income growth. Beginning mid-1998, Card Services is expected to realize additional operating leverage from this acquisition, after all the card accounts have been converted to Equifax's card processing system and the Company begins to recognize the synergies from this acquisition. Operating income in Check Services declined by 4.7%, a result of higher customer service and support expenses as well as the customer mix.

3

EQUIFAX EUROPE.

<TABLE>
<CAPTION>
(In millions)
<S>

	<C> 1997	<C> 1996	<C> 1995
Revenue	\$178.6	\$157.5	\$132.1
Operating income	\$27.1	\$15.7	\$4.7

Equifax Europe consists of operations primarily in the United Kingdom as well as joint ventures in Spain and Portugal. In 1997, revenue increased by 13.4% primarily due to volume increases in U.K. Consumer and Business Credit Services and improved performance across all industry groups.

Revenue from Equifax Europe increased 19.2% in 1996. This was attributable primarily to increased consumer credit volumes, marketing services and auto lien information, as well as the inclusion of the full year results of a 1995 acquisition.

Operating income for Equifax Europe increased \$11.5 million in 1997 and \$11.0 million in 1996. These increases resulted primarily from increased revenue and the operating leverage obtained from the continued integration of 1994 and 1995 acquisitions.

EQUIFAX LATIN AMERICA.

<TABLE>
<CAPTION>
(In millions)
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<C> <C> <C>

	1997	1996	1995
Revenue	\$28.8	\$0	\$0
Operating income	\$9.2	\$3.3	\$1.0

Equifax Latin America consists of the leading credit information companies in Chile, DICOM, as well as Argentina, VERAZ, and a developing operation in Mexico. In the second quarter of 1997, Equifax acquired the remaining 50% of DICOM S.A. in Chile which accounts for the entire increase in revenue of \$28.8 million in 1997. Prior to 1997, Equifax did not have a controlling interest in any of its Latin American joint ventures and therefore did not record any revenue since the investments were accounted for under the equity method of accounting. During the fourth quarter of 1997, the Company increased its ownership interest in VERAZ from 33.3% to 66.7%, but did not obtain the control necessary to consolidate their operations until early 1998. Accordingly the Company accounted for VERAZ as an equity investment in 1997, but will recognize revenue and consolidate VERAZ beginning in 1998. VERAZ's 1997 revenue was approximately \$22 million.

Operating income of \$9.2 million increased \$6.0 million versus 1996. This increase is attributable to the improved performance of all operations, as well as the ownership increase in Chile. These gains were partially offset by the increased investment in Mexico. The Mexican operations are not expected to be significant in the near term, and will require continued moderate investment over the next few years.

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OTHER.

	<C>	<C>	<C>
	1997	1996	1995
Revenue	\$9.6	\$57.2	\$94.5
Operating income (loss)*	\$8.9	\$0.5	\$(12.7)

*excludes a \$10.3 million loss related to the write-off of certain intangible assets within Health Information Services (Note 5) in 1996, and income from lottery settlement of \$19.7 million (Note 6) and restructuring charge of \$4.4 million in 1995 (Note 12)

This segment comprises HISI, the lottery subsidiary and the health information businesses which the Company divested in the fourth quarter of 1996. After adjusting for the effect of the health information divestitures, HISI's revenues were up \$4.2 million or 78.4%. The changes in HISI's revenue resulted from the Company's recognition of \$5.0 million in revenue in the first quarter of 1996 in conjunction with its \$58 million subcontracting agreement with GTECH. The remaining \$53 million was recorded as deferred revenue on the balance sheet and beginning in December 1996 is being recognized over a 66 month term, and resulted in an additional \$.4 million revenue in 1996, and \$9.6 million in revenue in 1997.

The revenue decline in 1996 of \$37.3 million is primarily attributable to the divestiture of two marketing companies during the third quarter of 1995 and the divestiture of health information businesses during the fourth quarter of 1996. The revenue decline was partially offset by HISI's recognition of \$5.4 million in revenue from its lottery subcontract with GTECH in 1996.

During the fourth quarter of 1996, the Company sold Equifax Health EDI Services, Equifax Health Analytical Services, Equifax Health Administrative Services and Equifax Medical Credentials Verification Services (MCVS). The decision to divest the Company's health information businesses was made to better focus on opportunities in the core businesses, particularly in light of the changing trends within the healthcare industry. During the third quarter of 1995, Equifax sold Elrick & Lavidge and Quick Test, two marketing services companies, to better focus on its core businesses.

This segment's operating income in 1997 was \$8.9 million versus an operating loss of \$9.8 million in 1996. Excluding a \$10.3 million second quarter 1996 expense related to asset impairments (Note 5), operating income for this segment increased \$8.4 million in 1997 due primarily to the divestiture of the health information businesses. Excluding the asset impairment expense in 1996, a \$4.4 million restructuring change in 1995 (Note 12) and a \$19.7 million lottery settlement (Note 6), 1996 operating income improved \$13.2 million over 1995.

This improvement related to results from the lottery subsidiary, as well as a reduction in the operating losses incurred by health information businesses prior to their divestitures.

GENERAL CORPORATE EXPENSE.

<TABLE>
<CAPTION>
(In millions)
<S>

	<C> 1997	<C> 1996	<C> 1995
Expense*	\$44.1	\$39.7	\$32.0

</TABLE>

*before restructuring charge of \$0.5 million in 1995
(Note 12)

General corporate expense increased \$4.4 million in 1997 due primarily to higher international development costs and supplemental retirement expenses. The increase of \$7.8 million in 1996 was due primarily to higher bonus expense resulting from strong financial performance, performance share expense driven by higher share price, and expenses related to systems enhancements.

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OTHER INCOME, INTEREST EXPENSE AND
EFFECTIVE INCOME TAX RATES.

<TABLE>
<CAPTION>
(In millions)
<S>

	<C> 1997	<C> 1996	<C> 1995
Other income, net	\$45.0	\$22.4	\$7.3
Interest expense	\$20.8	\$16.4	\$15.3
Effective income tax rate*	42.6%	41.7%	40.5%

</TABLE>

*on income from continuing operations before accounting change

Other income increased \$22.6 million in 1997 over 1996. The increase in other income in 1997 was due to a \$42.8 million gain recorded in the second quarter of 1997 related to the sale of National Decision Systems (Note 5).

Other income increased \$15.1 million in 1996 over 1995 primarily as a result of an \$11.6 million gain on the sale of the health information businesses and an \$8.2 million gain recorded in connection with the second quarter sale of the Company's investment in Physician Computer Network, Inc. These gains were partially offset by lower levels of interest income.

The increase in interest expense in both years reflects the higher levels of borrowing due to acquisitions and share repurchases.

The increase in the effective income tax rates in 1997 and 1996 resulted primarily from non-deductible goodwill related to the second quarter, 1997, sale of National Decision Systems and the fourth quarter, 1996, sale of two health information companies.

Exclusive of the tax impact of the health information divestitures, 1996's effective tax rate was lower than 1995's due in large part to a change in the mix of foreign income between tax jurisdictions with different effective tax rates. The effective tax rate in 1998 is expected to approximate 40%, with the decline from 1997's rate due to the tax impact of non-deductible goodwill related to the 1997 divestiture of National Decision Systems.

FINANCIAL CONDITION.

The Company's financial condition remained strong during 1997. Net cash provided by operations decreased from \$271.0 million to \$210.1 million primarily due to the first quarter 1996 receipt of \$58 million related to a lottery subcontract and the timing of payments between years for income taxes and certain other accrued expenses. Normal capital expenditures and dividend payments were met with these internally generated funds.

Other significant outlays in 1997 included \$129.1 million of treasury stock purchases and \$115.5 million for acquisitions and equity investments. These items were principally financed by the \$81.0 million in net proceeds from the sale of National Decision Systems, \$82.7 million in cash provided by

discontinued operations, and excess cash from operations. Significant 1997 transactions with ChoicePoint related to the spinoff included:

- > The Company transferred \$29 million of its long-term debt to ChoicePoint.
- > The Company made a \$13 million capital contribution to ChoicePoint.
- > ChoicePoint repaid its July 31, 1997 intercompany liability to the Company totaling \$85.6 million.

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Capital expenditures for 1997, exclusive of acquisitions, were \$86.0 million. Capital expenditures for 1998 are expected to be about \$115 million due to continued investment in products and services and system enhancements, additional projects to improve processes, investments in international development, and capital expenditures associated with acquisitions. Budgeted capital expenditures are expected to be met with internally generated funds. During 1997, the Company's Board of Directors authorized an additional \$300 million for future share repurchases of the Company's common stock. As of December 31, 1997, approximately \$223 million remained available under these authorizations for future purchases.

In 1997, the Company increased its revolving credit facility with its bank group from \$550 million to \$750 million. At December 31, 1997, \$625 million was available under this facility to fund future capital requirements, including the possible purchase of the CSC credit reporting businesses (Note 11). Management believes that the Company's liquidity will remain strong in both the short and long terms, and that the Company has sufficient debt capacity to finance all its capital needs, if necessary.

YEAR 2000 INFORMATION.

The widespread use of computer software that relies on two digits, rather than four digits, to define the applicable year may cause computers and computer-controlled systems to malfunction when processing data across the year 2000 date. In view of the potential adverse impact of this "year 2000" issue on its business, operations, and financial condition, the Company has established a central function to coordinate and report on a continuing basis with regard to the assessment, remediation planning, and plan implementation processes of the Company directed to "year 2000."

The Company is continuing its assessment of the impact of "year 2000" across its business and operations, including its customer and vendor base. Further, the Company continues to develop and implement remediation plans pursuant to established processes to avoid, or in some instances reduce to an acceptable level, any adverse impact of "year 2000" on its business and operations.

The Company is devoting the resources necessary to achieve a level of readiness that will meet its "year 2000" challenges in a timely manner. Further, the Company believes its assessment, remediation planning, and plan implementation processes will be effective to achieve "year 2000" readiness.

In 1997, Equifax expensed approximately two cents per share in connection with "year 2000" assessment, remediation planning, and plan implementation. The Company plans to expense approximately eight cents per share in 1998 as it expands and accelerates its activities in connection with its efforts to achieve "year 2000" readiness in advance of 2000. The company anticipates that most of its remaining costs allocable to the remediation of its critical software systems will be expensed in 1998. Pending completion of its "year 2000" assessments, the Company cannot as yet estimate precisely the costs remaining after 1998 to achieve "year 2000" readiness, but does not expect those costs to be material.

FORWARD-LOOKING INFORMATION.

The management's discussion and analysis, and other portions of this Annual Report, include "forward-looking statements" within the meaning of the federal securities laws. These forward-looking statements include, among others, statements concerning the Company's outlook for 1998, volume and pricing trends, cost control measures and their results, the Company's expectations as to funding its capital expenditures and operations during 1998, and other statements relative to future plans and strategies. These forward-looking statements reflect management's current expectations and are based upon currently available data. Actual results are subject to future events, risks and uncertainties which could materially impact performance from that expressed or implied in these statements.

Equifax expects to post another year of record financial performance in 1998. To accomplish this goal, Equifax must successfully continue to implement its strategy of expanding and leveraging its core businesses in markets where it holds a substantial market share while positioning itself to exploit

opportunities in the credit economies worldwide. Equifax expects to achieve these results by growing through global expansion, acquisitions and the development of new value-added products and services.

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The Company will also need to continue its focus on cost containment.

Important factors that either individually or in the aggregate could cause actual results to differ materially from those expressed in the forward-looking statements include, but are not limited to, the following: a significant change in the growth rate of the overall U.S. economy, such that consumer spending and related consumer debt are materially impacted; a material decline or change in the marketing techniques of credit card issuers; unexpected pricing pressure above and beyond the levels experienced in the last several years; a significant reversal of the trend toward credit card use increasing as a percentage of total consumer expenditures; the Company's realization of cost control and synergies from integration of acquisitions at levels lower than expected; 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 will continue its successful development and marketing of new products and services to existing and new industries; material changes in regulatory environments; the Company incurring higher than expected costs to achieve, or not achieving, "year 2000" readiness, or the failure of Company vendors or customers to timely achieve "year 2000" readiness, in a manner that has a material adverse impact on the business, operations or financial results of the Company; a drastic negative change in market conditions; or other unforeseen difficulties.

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REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To the Shareholders of Equifax Inc.:

We have audited the accompanying consolidated balance sheets of Equifax Inc. (a Georgia corporation) and subsidiaries as of December 31, 1997 and 1996 and the related consolidated statements of income, shareholders' equity, and cash flows for each of the three years in the period ended December 31, 1997. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Equifax Inc. and subsidiaries as of December 31, 1997 and 1996 and the results of their operations and their cash flows for each of the three years in the period ended December 31, 1997 in conformity with generally accepted accounting principles.

/s/ Arthur Andersen LLP

Atlanta, Georgia
February 19, 1998

EXHIBIT 13.3

EQUIFAX INC.
CONSOLIDATED BALANCE SHEETS<TABLE>
<CAPTION>

(In thousands)

December 31	1997	1996
<S>	<C>	<C>
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 52,251	\$ 48,160
Accounts receivable, net of allowance for doubtful accounts of \$6,188 in 1997 and \$6,136 in 1996	270,665	227,540
Deferred income tax assets	39,221	33,016
Other current assets	38,795	36,392
	-----	-----
Total current assets	400,932	345,108
	-----	-----
Property and Equipment:		
Land, buildings and improvements	24,870	18,739
Data processing equipment and furniture	194,553	191,302
	-----	-----
	219,423	210,041
Less accumulated depreciation	124,689	123,177
	-----	-----
	94,734	86,864
	-----	-----
Goodwill	365,427	313,760
	-----	-----
Purchased Data Files	103,282	84,025
	-----	-----
Other Assets	212,729	181,347
	-----	-----
Net Assets of Discontinued Operations	--	196,414
	-----	-----
	\$1,177,104	\$1,207,518
	=====	=====

</TABLE>

The accompanying notes are an integral part of these consolidated balance sheets.

EQUIFAX INC.
CONSOLIDATED BALANCE SHEETS<TABLE>
<CAPTION>

(In Thousands)

December 31	1997	1996
<S>	<C>	<C>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Short-term debt and current maturities of long-term debt	\$ 12,984	\$ 59,563
Accounts payable	94,682	71,801
Accrued salaries and bonuses	26,404	27,682
Income taxes payable	13,827	18,321
Other current liabilities	179,712	152,348
	-----	-----
Total current liabilities	327,609	329,715
	-----	-----
Long-Term Debt, Less Current Maturities	339,301	304,942
	-----	-----
Long-Term Deferred Revenue	42,848	42,964

Other Long-Term Liabilities	117,949	104,947
Commitments and Contingencies (Note 11)		
Shareholders' Equity:		
Common stock, \$1.25 par value; shares authorized - 300,000; issued - 172,465 in 1997 and 170,859 in 1996; outstanding - 142,609 in 1997 and 144,876 in 1996	215,581	213,573
Preferred stock, \$0.01 par value; shares authorized - 10,000; issued and outstanding - none in 1997 or 1996	--	--
Paid-in capital	244,496	207,142
Retained earnings	415,149	396,340
Cumulative foreign currency translation adjustment	(13,684)	(3,913)
Treasury stock at cost, 23,304 shares in 1997 and 19,430 shares in 1996 (Note 9)	(447,578)	(323,625)
Stock held by employee benefits trusts, at cost, 6,553 shares in 1997 and 1996 (Note 9)	(64,567)	(64,567)
Total shareholders' equity	349,397	424,950
	\$1,177,104	\$1,207,518

</TABLE>

EQUIFAX INC.
CONSOLIDATED STATEMENTS OF INCOME

<TABLE>
<CAPTION>

(In thousands, except per share amounts)

Year Ended December 31	1997	1996	1995
<S>	<C>	<C>	<C>
Operating revenue	\$1,366,087	\$1,222,798	\$1,105,309
Costs and expenses:			
Costs of services	778,936	697,168	651,304
Selling, general and administrative expenses	263,243	258,729	232,101
Unusual charges (credits) (Note 3)	25,000	10,313	(9,243)
Total costs and expenses	1,067,179	966,210	874,162
Operating income	298,908	256,588	231,147
Other income, net	45,027	22,400	7,335
Interest expense	20,797	16,439	15,342
Income from continuing operations before income taxes and cumulative effect of accounting change	323,138	262,549	223,140
Provision for income taxes	137,613	109,452	90,355
Income from continuing operations before cumulative effect of accounting change	185,525	153,097	132,785
Discontinued operations (Note 2):			
Income from discontinued operations, net of income taxes of \$10,179, \$16,494 and \$11,233 respectively	14,336	24,520	14,865
Costs associated with effecting the spinoff, net of income tax benefit of \$2,154	(12,887)	--	--
Total discontinued operations	1,449	24,520	14,865
Income before cumulative effect of accounting change	186,974	177,617	147,650
Cumulative effect of change in accounting for business process reengineering, net of income tax benefit of \$2,061 (Note 3)	(3,237)	--	--
Net income	\$ 183,737	\$ 177,617	\$ 147,650
Per common share (basic):			
Income from continuing operations before cumulative effect of accounting change	\$ 1.29	\$ 1.05	\$ 0.88
Discontinued operations	0.01	0.17	0.10
Cumulative effect of accounting change	(0.02)	--	--
Net income	\$ 1.27	\$ 1.22	\$ 0.98
Shares used in computing basic earnings per share	144,233	145,518	151,357

	=====	=====	=====
Per common share (diluted):			
Income from continuing operations before cumulative effect of accounting change	\$ 1.26	\$ 1.03	\$ 0.86
Discontinued operations	0.01	0.16	0.10
Cumulative effect of accounting change	(0.02)	--	--
	-----	-----	-----
Net income	\$ 1.24	\$ 1.19	\$ 0.96
	=====	=====	=====
Shares used in computing diluted earnings per share	147,818	149,207	154,375
	=====	=====	=====
Dividends per common share	\$ 0.345	\$ 0.330	\$ 0.315
	=====	=====	=====

The accompanying notes are an integral part of these consolidated statements.

</TABLE>

EQUIFAX INC.
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

<TABLE>
<CAPTION>

(In thousands)

Year Ended December 31	1997	1996	1995
	<C>	<C>	<C>
Common Stock:			
Balance at beginning of year	\$ 213,573	\$ 211,015	\$ 208,471
Shares issued under stock plans	2,008	2,558	2,544
	-----	-----	-----
Balance at end of year	\$ 215,581	\$ 213,573	\$ 211,015
	=====	=====	=====
Paid-In Capital:			
Balance at beginning of year	\$ 207,142	\$ 171,020	\$ 145,859
Shares issued under stock plans	22,800	25,795	17,243
Adjustment for treasury stock reissued for acquisitions	3,468	360	884
Other	11,086	9,967	7,034
	-----	-----	-----
Balance at end of year	\$ 244,496	\$ 207,142	\$ 171,020
	=====	=====	=====
Retained Earnings:			
Balance at beginning of year	\$ 396,340	\$ 269,986	\$ 175,894
Net income	183,737	177,617	147,650
Cash dividends	(52,030)	(49,704)	(50,223)
Spinoff dividend	(111,396)	-	-
Other	(1,502)	(1,559)	(3,335)
	-----	-----	-----
Balance at end of year	\$ 415,149	\$ 396,340	\$ 269,986
	=====	=====	=====
Cumulative Foreign Currency Translation Adjustment:			
Balance at beginning of year	\$ (3,913)	\$ (13,734)	\$ (13,310)
Adjustment during year	(9,771)	9,821	(424)
	-----	-----	-----
Balance at end of year	\$ (13,684)	\$ (3,913)	\$ (13,734)
	=====	=====	=====
Treasury Stock:			
Balance at beginning of year	\$ (323,625)	\$ (218,613)	\$ (87,975)
Cost of shares repurchased	(129,085)	(105,550)	(132,668)
Cost of shares reissued for acquisitions	5,132	538	2,030
	-----	-----	-----
Balance at end of year	\$ (447,578)	\$ (323,625)	\$ (218,613)
	=====	=====	=====
Stock Held By Employee Benefits Trusts:			
Balance at beginning of year	\$ (64,567)	\$ (66,209)	\$ (67,004)
Cost of shares reissued under stock plans	-	1,642	795
	-----	-----	-----
Balance at end of year	\$ (64,567)	\$ (64,567)	\$ (66,209)
	=====	=====	=====

The accompanying notes are an integral part of these consolidated statements.

</TABLE>

EQUIFAX INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

<TABLE>
<CAPTION>

(In thousands)

Year Ended December 31 1995	1997	1996
<S>	<C>	<C>
<C>		
Cash flows from operating activities:		
Net income	\$ 183,737	\$ 177,617
\$ 147,650		
Adjustments to reconcile net income to net cash provided by operating activities of continuing operations:		
Income from discontinued operations	(14,336)	(24,520)
(14,865)		
Costs associated with effecting the spinoff	12,887	-
-		
Cumulative effect of accounting change	3,237	-
-		
Depreciation and amortization	77,069	67,475
63,724		
Valuation loss on pending acquisition	25,000	-
-		
Asset impairment write-off	-	10,313
-		
Gain from sale of long-term investments	-	(8,232)
-		
Gain from sale of businesses	(42,798)	(11,564)
-		
Restructuring provision, net of cash payments	-	-
9,192		
Changes in assets and liabilities, excluding effects of acquisitions:		
Accounts receivable, net	(45,982)	(26,674)
(17,653)		
Current liabilities, excluding debt	11,909	55,134
(36,000)		
Other current assets	(3,827)	13,141
(21,993)		
Deferred income taxes	9,726	(22,162)
15,219		
Other long-term liabilities, excluding debt	4,894	51,554
2,458		
Other assets	(11,431)	(11,053)
(8,024)		
Net cash provided by operating activities of continuing operations	210,085	271,029
139,708		
Cash flows from investing activities:		
Additions to property and equipment	(34,587)	(38,099)
(26,333)		
Additions to other assets, net	(51,452)	(40,191)
(22,112)		
Acquisitions, net of cash acquired	(96,630)	(83,109)
(13,295)		
Investments in unconsolidated affiliates	(18,839)	-
(14,066)		
Deferred payments on prior year acquisitions	-	-
(8,743)		
Proceeds from sale of long-term investments	-	18,356
-		
Proceeds from sale of businesses	80,998	49,081
14,868		
Net cash used by investing activities of continuing operations	(120,510)	(93,962)
(69,681)		
Cash flows from financing activities:		
Net short-term borrowings (payments)	8,556	31,998
(44,274)		
Additions to long-term debt	67,285	12,820
82,402		
Payments on long-term debt	(92,582)	(11,933)
(11,451)		
Treasury stock purchases	(129,085)	(105,550)
(132,668)		

Dividends paid (50,223)	(52,030)	(49,704)
Proceeds from exercise of stock options 16,596	18,343	25,945
Other 7,034	11,085	9,967
-----	-----	-----
Net cash used by financing activities of continuing operations (132,584)	(168,428)	(86,457)
-----	-----	-----
Effect of foreign currency exchange rates on cash 1,041	196	(1,023)
Net cash provided (used) by discontinued operations 9,875	82,748	(66,918)
-----	-----	-----
Net cash provided (used) (51,641)	4,091	22,669
-----	-----	-----
Cash and cash equivalents, beginning of year 77,132	48,160	25,491
-----	-----	-----
Cash and cash equivalents, end of year \$ 25,491	\$ 52,251	\$ 48,160
=====	=====	=====

The accompanying notes are an integral part of these consolidated statements.

</TABLE>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. SIGNIFICANT ACCOUNTING AND REPORTING POLICIES.

PRINCIPLES OF CONSOLIDATION. - The consolidated financial statements include the accounts of the Company and its majority-owned and controlled subsidiaries. All significant intercompany transactions and balances have been eliminated. Certain prior year amounts have been reclassified to conform with the current year presentation. The historical financial statements presented have been restated to reflect the spinoff of ChoicePoint Inc. (Note 2).

NATURE OF OPERATIONS. - The Company principally provides information services to businesses to help them grant credit and authorize and process credit card and check transactions. The principal lines of business are credit services and payment services (see Note 14 for industry segment information). The principal markets for both credit and payment services are retailers, banks and other financial institutions, with credit services also serving the telecommunication and utility industries. The Company's operations are predominately located within the United States, with foreign operations principally located within Canada and the United Kingdom.

USE OF ESTIMATES. - The preparation of financial statements in conformity with generally accepted accounting principles 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.

REVENUE RECOGNITION. - Revenue is recognized principally as services are provided to customers. Amounts billed in advance are recorded as current or long-term deferred revenue on the balance sheet, with current deferred revenue reflecting services expected to be provided within the next twelve months. Current deferred revenue is included with other current liabilities in the accompanying consolidated balance sheets, and as of December 31, 1997 and 1996 totaled \$29,345,000 and \$27,935,000, respectively.

EARNINGS PER SHARE. - Earnings per share (EPS) is calculated in accordance with Statement of Financial Accounting Standards No. 128, "Earnings Per Share," issued in February 1997, which requires the Company to present both basic and diluted EPS on the face of the income statement. Basic EPS is calculated as income available to common stockholders divided by the weighted average number of common shares outstanding during the period. 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. The income amount used in the Company's EPS calculations is the same for both basic and diluted EPS. A reconciliation of the average outstanding shares used in the two calculations is as follows:

<TABLE>

<CAPTION> (in thousands)	1997	1996	1995
<S>	<C>	<C>	<C>
Weighted average shares outstanding (basic)	144,233	145,518	151,357
Effect of dilutive securities:			
Stock options	3,099	3,154	2,436
Performance share plan	486	535	582
Weighted average shares outstanding (diluted)	147,818	149,207	154,375

PROPERTY AND EQUIPMENT. - The cost of property and equipment is depreciated primarily on the straight-line basis over estimated asset lives of 30 to 50 years for buildings; useful lives, not to exceed lease terms, for leasehold improvements; three to five years for data processing equipment and eight to 20 years for furniture.

GOODWILL. - Goodwill is amortized on a straight-line basis predominately over periods from 20 to 40 years. Amortization expense was \$12,221,000 in 1997, \$10,238,000 in 1996, and \$9,020,000 in 1995. As of December 31, 1997 and 1996, accumulated amortization was \$42,996,000 and \$35,034,000, respectively. The Company regularly evaluates whether events and circumstances have occurred which indicate that the carrying amount of goodwill may warrant revision or may not be recoverable. When factors indicate that goodwill should be evaluated for possible impairment, the Company uses an estimate of the future undiscounted net cash flows of the related business over the remaining life of the goodwill in measuring whether the goodwill is recoverable.

PURCHASED DATA FILES. - Purchased data files are amortized on a straight-line basis primarily over 15 years. Amortization expense was \$11,506,000 in 1997, \$9,961,000 in 1996, and \$11,029,000 in 1995. As of December 31, 1997 and 1996, accumulated amortization was \$77,587,000 and \$72,546,000, respectively.

OTHER ASSETS. - Other assets at December 31, 1997 and 1996 consist of the following:

<CAPTION> (in thousands)	1997
<S>	<C>
Systems development and other deferred costs	\$ 81,927
\$ 63,330	
Purchased software	40,627
37,123	
Prepaid pension cost	40,171
13,148	
Investments in unconsolidated affiliates	28,200
42,505	
Deferred income tax assets	--
10,426	
Other	21,804
14,815	
	\$212,729
\$181,347	

Purchased software, systems development and other deferred costs are being amortized on a straight-line basis over five to ten years. Amortization expense for other assets was \$23,018,000 in 1997, \$20,139,000 in 1996, and \$18,579,000 in 1995. As of December 31, 1997 and 1996, accumulated amortization was \$91,915,000 and \$76,338,000, respectively.

FOREIGN CURRENCY TRANSLATION. - The assets and liabilities of foreign subsidiaries are translated at the year-end rate of exchange, and income statement items are translated at the average rates prevailing during the year. The resulting translation adjustment is recorded as a component of shareholders' equity. Exchange gains and losses on intercompany balances of a long-term investment nature are also recorded as a component of shareholders' equity. Other foreign currency translation gains and losses, which are not material, are recorded in the consolidated statements of income.

CONSOLIDATED STATEMENTS OF CASH FLOWS. - The Company considers cash equivalents

to be short-term cash investments with original maturities of three months or less.

Cash paid for income taxes and interest from continuing operations is as follows:

(in thousands)	1997	1996	1995
Income taxes, net of amounts refunded	\$123,670	\$92,276	\$109,842
Interest	\$ 21,593	\$16,922	\$

In 1997, 1996 and 1995, the Company acquired various businesses that were accounted for as purchases (Note 4). In conjunction with these transactions, liabilities were assumed as follows:

(in thousands)	1997	1996	1995
Fair value of assets acquired	\$127,724	\$104,385	\$58,749
Cash paid for acquisitions	102,903	83,214	13,415
Value of treasury shares reissued for acquisitions	8,600	--	-
Notes and deferred payments	5,800	1,542	13,369
Liabilities assumed	\$ 10,421	\$ 19,629	

FINANCIAL INSTRUMENTS. - The Company's financial instruments consist primarily of cash and cash equivalents, accounts and notes receivable, accounts payable and short-term and long-term debt. The carrying amounts of these items, other than long-term debt, approximate their fair market values due to their short maturity. As of December 31, 1997, the fair value of the Company's long-term debt (determined primarily by broker quotes) was \$347,146,000 compared to its carrying value of \$344,585,000. During 1997, the Company did not hold any material derivative financial instruments.

2. DISCONTINUED OPERATIONS.

On December 9, 1996, the Company announced its intention to split into two independent, publicly traded companies by spinning off its Insurance Services industry segment, contingent on receiving a favorable ruling from the IRS regarding the tax-free status of the dividend for U.S. shareholders. In July 1997, the Company received the favorable IRS ruling and on August 7, 1997 completed the spinoff of its Insurance Services industry segment. The spinoff was accomplished by the Company's contribution of the business units that comprised the Insurance Services segment into one wholly owned subsidiary, ChoicePoint Inc. All of the common stock of ChoicePoint was then distributed to Equifax shareholders as a dividend, with one share of ChoicePoint common stock distributed for each ten shares of Equifax common stock held.

As a result of the spinoff, the Company's December 31, 1997 financial statements have been prepared with the Insurance Services segment results of operations and cash flows shown as "discontinued operations". All historical financial statements presented have been restated to conform to this presentation, with the historical assets and liabilities of that segment presented on the balance sheet as "Net assets of discontinued operations". During the second quarter of 1997, the Company recorded an expense of \$15,041,000 to reflect the net costs associated with effecting the spinoff (\$12,887,000 after tax, or \$.09 per share). These costs include duplicate software licenses, severance, legal and investment banker fees, and other related costs, partially offset by a \$17.1 million curtailment gain related to the U.S. retirement plan caused by the spinoff and the pretax earnings of ChoicePoint for July.

Summarized financial information for the discontinued operation is as follows:

(in thousands)	1997	1996	1995
Revenue	\$340,251	\$588,425	

\$517,649		
Income before income taxes	24,515	41,014
26,098		
Net income	14,336	24,520
14,865		

<TABLE>
<CAPTION>
(in thousands)

December 31,
1996

<S>	<C>
Current assets	\$ 91,931
Total assets	301,824
Current liabilities	44,965
Total liabilities	105,410
Net assets of discontinued operations	196,414

The results of operation of ChoicePoint in the table above include its operations only through June 30, 1997. ChoicePoint's results after June 30, 1997 through the spinoff date (July 31, 1997 for accounting purposes) are included with "Costs associated with effecting the spinoff" in the accompanying consolidated statements of income. These July results totaled \$4.5 million of income before income taxes and \$2.6 million of net income.

The net assets of discontinued operations include the Company's intercompany receivable from ChoicePoint, which totaled \$84.0 million at December 31, 1996. The balance of this intercompany receivable was \$85.6 million at July 31, 1997 and was repaid to the Company by ChoicePoint in August 1997. Other significant spinoff-related transactions occurring near the date of the spinoff included ChoicePoint's assumption of \$29.0 million of the Company's long-term debt and a \$13.0 million capital contribution made by the Company to ChoicePoint. These transactions, net of cash payments related to spinoff costs, have been included in "Net cash provided by discontinued operations" in the accompanying consolidated statements of cash flows.

3. UNUSUAL ITEMS AND ACCOUNTING CHANGE.

Unusual items consist of the following charges (credits):

<TABLE> <CAPTION> <S> (in thousands)	<C> 1997	<C> 1996	<C> 1995
Valuation loss accrued for pending acquisition (Note 11)	\$25,000	\$ --	\$ --
Asset impairment write-off (Note 5)	--	10,313	--
Credit related to lottery contract (Note 6)	--	--	(19,665)
Restructuring provision (Note 12)	--	--	10,422
(9,243)	\$25,000	\$10,313	\$

In November 1997, the Financial Accounting Standards Board Emerging Issues Task Force released Issue No. 97-13 "Accounting for Costs Incurred in Connection with a Consulting Contract or an Internal Project That Combines Business Process Reengineering and Information Technology Transformation" (EITF 97-13). This issue requires that the cost of business process reengineering activities that are a part of a systems development project be expensed as incurred, and that any costs previously capitalized be written off net of tax as a change in accounting principle in the current period. Prior to the issuance of EITF 97-13, the Company had capitalized certain costs of business process reengineering related to several of its systems development projects. Accordingly, during the fourth quarter, 1997, the Company recorded an expense of \$5,298,000 (\$3,237,000 after tax, or \$.02 per share) to reflect the write off of these previously capitalized costs in accordance with EITF 97-13.

4. ACQUISITIONS AND INVESTMENTS IN UNCONSOLIDATED AFFILIATES.

During 1997, 1996 and 1995, the Company acquired or made equity investments in the following businesses:

<TABLE> <CAPTION>	Date Acquired	Industry Segment	Percentage Ownership
Business			

<S>	<C>	<C>	<C>
Goldleaf Technologies, Inc.	December 1997	Payment Services	100.0%
Organizacion VERAZ S.A. (Argentina)	December 1997	Latin America	66.7% 1
Equifax Venture Infotek (India)	November 1997	Payment Services	50.0%
Group Incesa (Spain)	July 1997	Europe	100.0%
DICOM S.A. (Chile)	March 1997	Latin America	100.0% 2
HLS Financial Group, Inc.	February 1997	North America	100.0%
Foothill Collection Services, Inc.	February 1997	North America	100.0%
CUNA Service Group, Inc.	December 1996	Payment Services	100.0%
Creditel of Canada Limited	September 1996	North America	100.0%
Transax plc (U.K.)	June 1996	Europe	100.0% 3
Collective Credit Bureaus Ltd. (Canada)	May 1996	North America	100.0%
Market Knowledge, Inc.	January 1996	North America	100.0%
DICOM S.A. (Chile)	December 1995	Latin America	50.0% 4
TecniCob S.A. (France)	July 1995	Payment Services	100.0%
The Infocheck Group Limited (U.K.)	July 1995	Europe	100.0%
UCB Services, Inc.	April 1995	North America	100.0%
Medical Review Systems, LP	March 1995	Other	100.0% 5

- 1 Increased to 66.7% from the 33.3% ownership position acquired in 1994.
2 Increased to 100.0% from the 50.0% ownership position acquired in 1995 and 1994.
3 Increased to 100.0% from the 50.1% ownership position acquired in 1994 and 1992.
4 Increased to 50.0% from the 25.0% ownership position acquired in 1994.
5 Divested in the fourth quarter, 1996 (see Note 5).

In 1997, in addition to the businesses above, the Company acquired the credit files of sixteen credit bureaus located in the United States. The investments in companies in India and Argentina totaled \$18.8 million and were accounted for under the equity method. They were purchased with cash and recorded as other assets. The investment in Group Incesa in Spain was made by the Company's 49%-owned equity investment, ASNEF. The remaining 1997 business and credit file acquisitions were accounted for as purchases and had an aggregate purchase price of \$117,303,000, with

\$88,661,000 allocated to goodwill, \$32,695,000 to purchased data files, and \$10,096,000 to other assets (primarily purchased software). These allocations include \$25.2 million reallocated from other assets related to the Company's first 50% ownership in DICOM S.A. Their results of operations have been included in the consolidated statements of income from the dates of acquisition and were not material. They were purchased using a combination of cash totaling \$102,903,000, notes payable to sellers of \$5,800,000 and the reissuance of treasury stock with a fair market value of \$8,600,000.

In 1996, in addition to the businesses above, the Company acquired the credit files of seven credit bureaus located in the United States. These business and credit file acquisitions were accounted for as purchases and had an aggregate purchase price of \$84,756,000, with \$47,389,000 allocated to goodwill, \$18,198,000 to purchased data files, and \$14,304,000 to other assets (primarily purchased software). Their results of operations have been included in the consolidated statements of income from the dates of acquisition and were not material. They were purchased using a combination of cash totaling \$83,214,000 and notes payable to sellers of \$1,542,000. Additional consideration may be paid for certain of the acquisitions based on their future operating performance.

The 1995 acquisitions of greater than 50% ownership were accounted for as purchases and had an aggregate purchase price of \$26,784,000, with \$31,925,000 allocated to goodwill and \$11,121,000 to other assets (primarily purchased software). Their results of operations have been included in the consolidated statements of income from the dates of acquisition and were not material. They were purchased using a combination of cash totaling \$13,415,000 and notes payable to sellers of \$13,369,000. Additional consideration may be paid for certain of the acquisitions based on their future operating performance. Also during 1995, the Company increased its investment in DICOM S.A. from 25% to 50% at a total cost of \$11,502,000, and made investments in several other unconsolidated affiliates totaling \$2,564,000. These investments, accounted for under the equity method, were purchased with cash and recorded as other assets.

5. DIVESTITURES AND ASSET IMPAIRMENT.

During the second quarter of 1997, the Company sold its National Decision Systems business unit from its North America Information Services segment. Cash proceeds, net of related divestiture expenses, totaled \$80,998,000 and resulted in a gain of \$42,798,000 recorded in other income (\$17,881,000 after tax, or \$.12 per share).

During the fourth quarter of 1996, the Company sold all of the health information business units from its Other segment. Cash proceeds, net of related divestiture costs, totaled \$49,081,000 and resulted in an \$11,564,000 gain recorded in other income (\$1,631,000 after tax, or \$.01 per share).

In accordance with Statement of Financial Accounting Standards No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of," in June 1996, the Company recorded a pre-tax loss of \$10,313,000 to write off certain intangible assets in the Healthcare Administrative Services business unit in its Other segment.

During the third quarter of 1995, the Company sold Elrick & Lavidge and Quick Test, the market research businesses in its Other segment. Cash proceeds from these sales totaled \$14,868,000 and resulted in an immaterial gain, recorded in other income.

6. LOTTERY CONTRACT DISPUTE, LITIGATION, AND SETTLEMENT.

In 1992, High Integrity Systems, Inc. (HISI), a Company subsidiary, entered into a contract to provide lottery services to the state of California, whereby HISI agreed to provide a system to automate the processing of instant lottery tickets and a system to sell on-line game tickets through 10,000 low-volume terminals.

During 1993, the California State Lottery (CSL) filed suit against HISI for alleged breach of contract and injunctive relief and HISI filed a cross-complaint against the CSL alleging breach of contract and seeking recovery of the reasonable value of the labor and materials expended on behalf of the CSL. In September 1993, the Company recorded a provision of \$48,438,000 (\$30,939,000 after tax, or \$.20 per share) related to the lottery contract to write down data processing equipment and other assets to their estimated net realizable value and to accrue for estimated costs related to litigation with the CSL.

During 1995, the CSL and HISI settled the litigation and finalized the terms of a reinstated contract under which HISI agreed to install its system to automate the processing of instant lottery tickets, and the CSL agreed to purchase 6,700 terminals and related security hardware and license various software applications developed to support the system from HISI for \$25,000,000. In the fourth quarter of 1995, the Company recorded a credit of \$19,665,000 (\$11,996,000 after tax, or \$.08 per share) to reflect the financial impact of this settlement, net of related expenses. Under the reinstated contract, HISI was also guaranteed to receive 66 months of revenue at the rate of 5% on each dollar of lottery ticket sales occurring from each terminal installed.

In 1996, HISI and GTECH Corporation (GTECH) entered into an agreement whereby HISI subcontracted many of its obligations under the reinstated contract to GTECH. This subcontract provided for a one-time payment of \$58,000,000 by GTECH to HISI, and also provided that future payments received by HISI from the CSL for lottery ticket sales be paid to GTECH. The Company received the \$58,000,000 payment from GTECH and recognized \$5,400,000 in revenue related to the subcontract in 1996. The remaining balance is being recognized as revenue over the term of the reinstated CSL contract, and \$9,636,000 was recognized as revenue in 1997. The unrecognized balance at December 31, 1997 totaled \$42,964,000, with \$9,636,000 included as deferred revenue in other current liabilities and \$33,328,000 included in long-term deferred revenue in the accompanying consolidated balance sheets.

7. LONG-TERM DEBT AND SHORT-TERM BORROWINGS.

Long-term debt at December 31, 1997 and 1996 is as follows:

<TABLE> <CAPTION> <S> <C> (in thousands)	<C>
1996	1997

Senior Notes, 6.5%, due 2003, net of unamortized discount of \$561 in 1997 and \$663 in 1996	\$199,439
\$199,337	
Borrowings under \$750 million revolving credit facility, varying interest rate, 6.13% at December 31, 1997	125,000
60,000	
Term loan, denominated in pounds sterling, paid in 1997	--
34,250	
Other	20,146
15,412	

	344,585
308,999	
Less current maturities	5,284
4,057	

	\$339,301
\$304,942	
=====	

=====
</TABLE>

In November 1997, the Company replaced its \$550 million revolving credit facility with a new, committed \$750 million revolving credit facility with a group of commercial banks that expires November 2002. The agreement provides interest rate options tied to Base Rate, LIBOR, or Money Market indexes, and contains certain financial covenants related to interest coverage, funded debt to cash flow and limitations on subsidiary indebtedness.

In 1997, the Company also arranged for a \$75 million revolving credit facility with a commercial bank that expires December 2000. The agreement provides interest rate options tied to LIBOR, Prime and Federal Funds indexes, and contains certain financial covenants related to interest coverage, funded debt to cash flow, and limitations on subsidiary indebtedness. No amounts were outstanding under this facility at December 31, 1997.

Scheduled maturities of long-term debt during the five years subsequent to December 31, 1997 are as follows:
\$5,284,000 in 1998; \$2,888,000 in 1999; \$1,886,000 in 2000; \$967,000 in 2001; and \$125,967,000 in 2002.

Short-term borrowings at December 31, 1997 and 1996 consisted of notes payable to banks totaling \$7,700,000 and \$55,506,000, respectively. These notes had a weighted average interest rate of 7.15% at December 31, 1997 and 6.4% at December 31, 1996.

8. INCOME TAXES.

The Company records deferred income taxes using enacted tax laws and rates for the years in which the taxes are expected to be paid. Deferred income tax assets and liabilities are recorded based on the differences between the financial reporting and income tax bases of assets and liabilities.

The provision for income taxes from continuing operations consists of the following:

<TABLE> <CAPTION> <S> (in thousands)	<C> 1997	<C> 1996	<C> 1995

Current:			
Federal	\$109,804	\$104,754	
\$58,721			
State	21,408	16,677	
11,936			
Foreign	9,093	7,979	
7,915			

	140,305	129,410	
78,572			

Deferred:			
<S>	<C>	<C>	<C>
Federal	(8,361)	(20,035)	
10,546			
State	(2,269)	(1,612)	
710			
Foreign	7,938	1,689	
527			

--	(2,692)	(19,958)	
11,783			

Total	\$137,613	\$109,452	
\$90,355			
=====			

The provision for income taxes from continuing operations is based upon income from continuing operations before income taxes as follows:

<TABLE> <CAPTION> <S> (in thousands)	<C> 1997	<C> 1996	<C> 1995

United States	\$284,116	\$235,761	

\$214,838		
Foreign	39,022	26,788
8,302		

	\$323,138	\$262,549
\$223,140		
=====		

</TABLE>

The provision for income taxes from continuing operations is reconciled with the federal statutory rate as follows:

<TABLE> <CAPTION> <S> (in thousands) 1995	<C> 1997	<C> 1996	<C>

Federal statutory rate 35.0%	35.0%	35.0%	

Provision computed at federal statutory rate \$78,099	\$113,098	\$ 91,892	
State and local taxes, net of federal tax benefit 8,220	12,440	9,792	
Nondeductible goodwill from divestitures --	5,652	4,633	
Other 4,036	6,423	3,135	

	\$137,613	\$109,452	
\$90,355			
=====			

</TABLE>

Components of the Company's deferred income tax assets and liabilities at December 31, 1997 and 1996 are as follows:

<TABLE> <CAPTION> <S> <C> (in thousands) 1996		<C> 1997

Deferred income tax assets:		
Reserves and accrued expenses		\$ 37,821
\$ 33,171		
Postretirement benefits		9,398
8,737		
Employee compensation programs		21,150
18,827		
Deferred revenue		18,769
20,532		
Other		21,874
16,923		

		109,012
98,190		

Deferred income tax liabilities:		
Data files and other assets		(52,752)
(45,244)		
Depreciation		(4,545)
(2,635)		
Pension expense		(15,832)
(6,057)		
Other		(21,079)
(17,614)		

		(94,208)
(71,550)		

Net deferred income tax asset		\$ 14,804
\$ 26,640		

</TABLE>

The Company's deferred income tax assets and liabilities at December 31, 1997 and 1996 are included in the accompanying consolidated balance sheets as follows:

<TABLE>		<CAPTION>	
<S>		<C>	
(in thousands)		1997	
1996			
-----		-----	
Deferred income tax assets		\$ 39,221	
\$ 33,016			
Other assets		--	
10,426			
Other long-term liabilities			
(24,417)	(16,802)		
-----		-----	
Net deferred income tax asset		\$ 14,804	
\$ 26,640			

</TABLE>

Accumulated undistributed retained earnings of Canadian subsidiaries amounted to approximately \$107,441,000 at December 31, 1997. No provision for Canadian withholding taxes or United States federal income taxes is made on these earnings because they are considered by management to be permanently invested in those subsidiaries and, under the tax laws, are not subject to such taxes until distributed as dividends. If the earnings were not considered permanently invested, approximately \$5,372,000 of deferred income taxes would have been provided. Such taxes, if ultimately paid, may be recoverable as foreign tax credits in the United States.

9. SHAREHOLDERS' EQUITY.

COMMON AND PREFERRED STOCK. - In May 1996, the Company's shareholders approved a Board of Directors resolution that increased the authorized Common Stock of the Company from 250 million to 300 million shares. The shareholders also approved another Board of Directors resolution to authorize 10 million shares of "blank check" preferred stock.

RIGHTS PLAN. - In October 1995, the Company's Board of Directors adopted a Shareholder Rights Plan (Rights Plan). The Rights Plan contains provisions to protect the Company's shareholders in the event of an unsolicited offer to acquire the Company, including offers that do not treat all shareholders equally, the acquisition in the open market of shares constituting control without offering fair value to all shareholders, and other coercive, unfair or inadequate takeover bids and practices that could impair the ability of the Board of Directors to represent shareholders' interests fully. Pursuant to the Rights Plan, the Board of Directors declared a dividend of one Share Purchase Right (a Right) for each outstanding share of the Company's common stock, with distribution to be made to shareholders of record as of November 24, 1995. The Rights, which will expire in November 2005, initially will be represented by, and trade together with, the Company's common stock. The Rights are not currently exercisable and do not become exercisable unless certain triggering events occur. Among the triggering events is the acquisition of 20% or more of the Company's common stock by a person or group of affiliated or associated persons. Unless previously redeemed, upon the occurrence of one of the specified triggering events, each Right that is not held by the 20% or more shareholder will entitle its holder to purchase one share of common stock or, under certain circumstances, additional shares of common stock at a discounted price.

TREASURY SHARES. - During 1997, 1996, and 1995, the Company repurchased 4,143,000, 4,614,000 and 6,847,000 of its own common shares through open market transactions at an aggregate cost of \$129,085,000, \$105,550,000 and \$132,668,000, respectively. During 1997, the Company's Board of Directors authorized an additional \$300,000,000 in share repurchases, and at December 31, 1997, approximately \$223 million remained available for future purchases. During 1997, the Company reissued approximately 270,000 treasury shares in connection with an acquisition (Note 4).

In April 1993, the Company established the Equifax Inc. Employee Stock Benefits Trust to fund various employee benefit plans and compensation programs. In November 1993, the Company transferred 6,200,000 treasury shares to the Trust. During the first quarter of 1994, the Company transferred 600,000 treasury shares to another employee benefits trust. Shares held by the trusts are not considered outstanding for earnings per share calculations until released to the employee benefit plans or programs. During 1996 and 1995, 166,702 and 80,720

shares, respectively, were transferred from the Employee Stock Benefits Trust and used for performance share awards, stock option exercises and restricted share grants. No shares were used in 1997.

STOCK OPTIONS. - The Company's shareholders have approved several stock option plans which provide that qualified and nonqualified options may be granted to officers and employees at exercise prices not less than market value on the date of grant. Generally, options vest proportionately over a four-year period and are exercisable for ten years from grant date. Grants in 1995 included 2,913,000 options awarded under programs that included essentially all full-time salaried employees. Those grants all vested in 1996 and are exercisable through January 2000. Certain of the plans

also provide for awards of restricted shares of the Company's common stock. At December 31, 1997, there were 4,391,000 shares available for future option grants and restricted stock awards.

A summary of changes in outstanding options and the related weighted average exercise price per share is shown in the following table. The number of options outstanding and their exercise prices were adjusted pursuant to a formula as a result of the spinoff of ChoicePoint in August 1997. The 1997 grant, cancellation and exercise information reflects the impact of this adjustment back to January 1, 1997, with the adjustment increasing the number of options outstanding at the beginning of fiscal 1997 by approximately 1,096,000 shares.

(shares in thousands)	1997		1996		1995	
	Shares	Avg. Price	Shares	Avg. Price	Shares	Avg. Price
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Balance, Beginning of year	7,526	\$14.62	7,987	\$12.21	5,874	\$ 9.98
Adjustment to beginning balance due to spinoff	1,096	--	--	--	--	--
Granted:						
At market price	968	\$26.06	915	\$18.78	4,799	\$14.33
In excess of market price	119	\$35.44	1,092	\$25.14	--	--
Canceled	(1,434)	\$15.81	(382)	\$14.51	(848)	\$13.29
Exercised	(1,693)	\$11.45	(2,086)	\$12.73	(1,838)	\$10.06
Balance, end of year	6,582	\$14.89	7,526	\$14.62	7,987	\$12.21
Exercisable at end of year	4,420	\$12.53	4,412	\$13.30	2,561	\$ 9.87

The following table summarizes information about stock options outstanding at December 31, 1997 (shares in thousands):

Range of Exercise Prices	Options Outstanding			Options Exercisable	
	Shares	Wgtd. Avg. Remaining Contractual Life in years	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price
<S>	<C>	<C>	<C>	<C>	<C>
\$5.01-\$8.67	1,698	3.6	\$ 7.99	1,698	\$ 7.99
10.37-12.49	2,378	5.2	\$11.90	1,760	\$11.84
13.37-25.75	2,343	8.3	\$21.61	903	\$20.73
26.41-40.59	163	9.4	\$33.70	59	\$38.07
	6,582	6.0	\$14.89	4,420	\$12.53

The weighted-average grant-date fair value per share of options granted in 1997, 1996 and 1995 is as follows:

	1997	1996	1995
<S>	<C>	<C>	<C>
Grants at market price	\$10.05	\$6.91	\$3.46
Grants in excess of market price	\$ 6.17	\$4.21	--

The fair value of options granted in 1997, 1996 and 1995 is estimated on the date of grant using the Black-Scholes option-pricing model based on the

following weighted average assumptions:

	1997	1996	1995
Dividend yield	1.1%	1.8%	2.2%
Expected volatility	41.3%	42.3%	33.1%
Risk-free interest rate	6.3%	5.1%	7.3%
Expected life in years	4.3	4.1	2.8

PERFORMANCE SHARE PLAN. - The Company has a performance share plan for certain key officers that provides for distribution of the Company's common stock at the end of three-year measurement periods based on the growth in earnings per share and certain other criteria. Recipients may elect to receive up to 50% of their distribution in cash based on the Company's common stock price at the end of the measurement period. Units outstanding at July 31, 1997 were increased by approximately 14.6% to reflect the impact of the ChoicePoint spinoff. The total expense under the plan was \$11,022,000 in 1997, \$11,200,000 in 1996, and \$9,870,000 in 1995. At December 31, 1997, 1997, 672,630 shares of common stock were available for future awards under the plan. Units awarded during the year were 190,000 in 1997, 356,000 in 1996, and 366,000 in 1995. Award-date fair value per unit was \$29.50 in 1997, \$18.63 in 1996, and \$14.31 in 1995. Units outstanding at December 31 were 809,600 in 1997, 893,028 in 1996, and 988,332 in 1995.

PRO FORMA INFORMATION. - During 1996 the Company adopted Statement of Financial Accounting Standards (SFAS) No. 123, "Accounting for Stock-Based Compensation." In accordance with the provisions of SFAS No. 123, the Company has elected to apply APB Opinion 25 and related Interpretations in accounting for its stock option and performance share plans. Accordingly, the Company does not recognize compensation

cost in connection with its stock option plans, and records compensation expense related to its performance share plan based on the current market price of the Company's common stock and the extent to which performance criteria are being met. If the Company had elected to recognize compensation cost for these plans based on the fair value at grant date as prescribed by SFAS No. 123, net income and net income per share would have been reduced to the pro forma amounts indicated in the table below (in thousands, except per share amounts):

	1997		1996		1995	
	Reported	Pro Forma	Reported	Pro forma	Reported	Pro forma
Net income	\$183,737	\$182,239	\$177,617	\$172,787	\$147,650	\$140,798
Net income per share (basic)	\$ 1.27	\$ 1.26	\$ 1.22	\$ 1.19	\$ 0.98	\$ 0.93
Net income per share (diluted)	\$ 1.24	\$ 1.23	\$ 1.19	\$ 1.16	\$ 0.96	\$ 0.91

Because the SFAS No. 123 fair value disclosure requirements apply only to options and performance share units granted after December 31, 1994, the resulting pro forma compensation cost may not be representative of that to be expected in future years.

10. EMPLOYEE BENEFITS.

The Company and its subsidiaries have non-contributory qualified retirement plans covering most salaried employees in the U.S. and Canada. Under the plans, retirement benefits are primarily a function of years of service and the level of compensation during the final years of employment. Total pension expense for all qualified plans was \$573,000 in 1997, \$8,350,000 in 1996 and \$7,275,000 in 1995.

U.S. RETIREMENT PLAN. - The following table sets forth the U.S. plan's funded status at December 31, 1997 and 1996:

(in thousands)	1997	1996
Accumulated plan benefits:		
Vested benefits	\$369,461	\$328,496
Nonvested benefits	7,107	9,487

Effect of projected future compensation levels	376,568	337,983
	12,291	27,220

Projected benefit obligation	388,859	365,203
Plan assets at fair value	435,005	373,362

Plan assets in excess of projected benefit obligation	46,146	8,159
Unrecognized net gains	(12,003)	(3,653)
Prior service cost not yet recognized in period pension cost	1,872	4,850
Net asset at transition being amortized through 1996	--	(62)

Prepaid pension cost	\$ 36,015	\$ 9,294
=====		

</TABLE>

The plan's assets consist primarily of listed common stocks and fixed income obligations. At December 31, 1997, the plan's assets included 980,355 shares of the Company's common stock with a market value of approximately \$34,741,000.

Pension expense for the plan includes the following components:

<TABLE>			
<CAPTION>			
(in thousands)	1997	1996	1995

<S>	<C>	<C>	<C>
Service cost	\$ 5,267	\$ 7,465	\$ 5,627
Interest cost on projected benefit obligation	26,735	26,692	26,805
Actual return on plan assets	(76,544)	(53,065)	(58,539)
Net amortization and deferrals	44,939	26,960	32,995

Pension expense	\$ 397	\$ 8,052	\$ 6,888
=====			

</TABLE>

Pension expense includes amounts allocated to discontinued operations totaling \$411,000 in 1997, \$3,261,000 in 1996 and \$3,296,000 in 1995. As a result of the spinoff, employees of ChoicePoint ceased accruing benefits under the plan and the Company recognized a curtailment gain of \$17,118,000 in the second quarter of 1997 (see Note 2).

Assumptions used in the accounting for the U.S. Retirement Plan are as follows:

<TABLE>			
<CAPTION>			
	1997	1996	1995

<S>	<C>	<C>	<C>
Discount rate used to determine projected benefit obligation at December 31	7.25%	7.5%	7.25%
Rate of increase in future compensation levels	4.25%	4.25%	4.25%
Expected long-term rate of return on plan assets	9.5%	9.5%	9.5%
</TABLE>			

FOREIGN RETIREMENT PLANS. - The aggregate fair market value of the Company's Canadian plan assets approximates that plan's projected benefit obligation, which totaled \$23,659,000 and \$20,809,000 at December 31, 1997 and 1996, respectively. Prepaid pension cost for the Canadian plan was \$4,156,000 and \$3,854,000 at December 31, 1997 and 1996, respectively. The Company also maintains defined contribution plans for certain employees in the United Kingdom.

SUPPLEMENTAL RETIREMENT PLAN. - The Company maintains a supplemental executive retirement program for certain key employees. The plan, which is unfunded, provides supplemental retirement payments based on salary and years of service. The expense for this plan was \$3,691,000 in 1997, \$3,517,000 in 1996, and \$2,982,000 in 1995. The accrued liability for this plan at December 31, 1997 and 1996, was \$27,764,000 and \$24,379,000, respectively, and is included in other long-term liabilities in the accompanying consolidated balance sheets.

EMPLOYEE RETIREMENT SAVINGS PLAN. - The Company's retirement savings plans provide for annual contributions, within specified ranges, determined at the discretion of the Board of Directors for the benefit of eligible employees in the form of cash or shares of the Company's common stock. Expense for these plans was \$3,294,000 in 1997, \$2,912,000 in 1996, and \$2,854,000 in 1995.

POSTRETIREMENT BENEFITS. - The Company maintains certain unfunded healthcare and life insurance benefit plans for eligible retired employees. Substantially all of the Company's U.S. employees may become eligible for these benefits if they reach normal retirement age while working for the Company and satisfy certain years of service requirements. The Company accrues the cost of providing these benefits over the active service period of the employee. Expense for these plans was \$1,690,000 in 1997, \$1,547,000 in 1996, and \$2,087,000 in 1995. The accrued liability for these plans at December 31, 1997 and 1996 was \$24,384,000 and \$24,078,000, respectively, and is included in other long-term

liabilities in the accompanying consolidated balance sheets.

11. COMMITMENTS AND CONTINGENCIES.

LEASES. - The Company's operating leases involve principally office space and office equipment. Rental expense relating to these leases was \$38,779,000 in 1997, \$39,443,000 in 1996, and \$36,243,000 in 1995.

Future minimum payment obligations for noncancelable operating leases exceeding one year are as follows as of December 31, 1997:

<TABLE>
<CAPTION>
(in thousands)
Amount

<S>
<C>
1998
\$ 25,927
1999
23,353
2000
20,674
2001
18,402
2002
15,213
Thereafter
132,789

\$236,358

</TABLE>

AGREEMENT WITH COMPUTER SCIENCES CORPORATION. - The Company has an agreement with Computer Sciences Corporation (CSC) under which CSC-owned credit bureaus and certain CSC affiliate bureaus utilize the Company's credit database service. CSC and these affiliates retain ownership of their respective credit files and the revenues generated by their credit reporting activity. The Company receives a processing fee for maintaining the database and for each report supplied. The agreement expires in July 1998 and is renewable at the option of CSC for successive ten-year periods. CSC has elected to allow the term of the agreement to be renewed for the ten-year period beginning August 1, 1998. The agreement provides CSC with an option to sell its collection and credit reporting businesses to the Company, and provides the Company with an option to purchase CSC's collection and credit reporting businesses if CSC does not elect to renew the agreement or if there is a change in control of CSC while the agreement is in effect. Both options expire in 2013. The option price is determined through July 31, 1998 by certain financial formulas and after July 31, 1998 by appraised value.

On November 25, 1997, CSC exercised its option to sell a portion of its collection and credit reporting businesses to the Company, essentially comprising its collection operations, at a purchase price currently estimated at approximately \$38 million. This transaction is expected to be finalized in the second quarter of 1998. Subsequent to November 25, 1997, the Company determined that the fair value of the business being sold (based on its estimated discounted cash flows) was less than the contractual purchase price because a major contract expiring in 1998 would not be renewed. Accordingly, in the fourth quarter of 1997, the Company recorded a \$25,000,000 charge (\$14,950,000 after tax, or \$.10 per share) to reflect a valuation loss on this pending acquisition, with a corresponding \$25,000,000 liability included in other current liabilities at December 31, 1997.

CSC's option to sell, and the Company's option to purchase, remain in effect as described above with respect to the remainder of the businesses subject to the option, essentially comprising CSC's credit reporting operations. The Company currently estimates the option price for those businesses, as determined by the financial formulas, to be approximately \$375 million. In its annual report for the fiscal year ended March 28, 1997, CSC stated that the option price for both its credit reporting and collection businesses "approximated \$538 million at March 28, 1997." The Company continues to periodically evaluate the estimated fair value of the remaining CSC businesses subject to the option, essentially comprising CSC's credit reporting operations, using estimates of its discounted cash flows. Based on this analysis, at December 31, 1997, the fair value of those businesses is not less than their potential purchase price.

DATA PROCESSING SERVICES AGREEMENT. - In April 1993, the Company entered into a ten-year agreement to outsource a portion of its computer data processing operations and related functions to Integrated Systems Solutions Corporation

(ISSC), a subsidiary of IBM. In 1997, IBM assumed ISSC's obligations under this agreement. The Company currently estimates the future annual obligation under this agreement to be approximately \$80,000,000 per year, although this amount could be more or less depending on various factors such as the inflation rate, the introduction of significant new technologies or changes in the Company's data processing needs as a result of acquisitions or divestitures. Under certain circumstances (e.g., a change in control of the Company, or for the Company's convenience), the Company may terminate this agreement; however, the agreement provides that the Company must pay a significant termination charge in the event of such a termination.

CHANGE IN CONTROL AGREEMENTS. - The Company has agreements with ten of its officers which provide certain severance pay and benefits in the event of a termination of the officer's employment under certain circumstances following a "change in control"

of the Company. "Change in control" is defined as the accumulation by any person, entity or group of 20% or more of the combined voting power of the Company's voting stock or the occurrence of certain other specified events. In the event of a "change in control," the Company's performance share and restricted stock plans provide that all shares designated for future distribution will become fully vested and payable, subject to the achievement of certain levels of growth in earnings per share and certain other criteria. At December 31, 1997, the maximum contingent liability under the agreements and plans was approximately \$22,545,000.

LITIGATION. - A number of lawsuits seeking damages are brought against the Company each year, largely as a result of reports issued by the Company. The Company provides for estimated legal fees and settlements relating to pending lawsuits. In the opinion of management, the ultimate resolution of these matters will not have a materially adverse effect on the Company's financial position, liquidity or results of operations.

12. RESTRUCTURING.

In the fourth quarter of 1995, the Company initiated a restructuring program designed to streamline operations by reducing staffing levels and consolidating facilities. Staffing levels were reduced by approximately 400 employees primarily in the Other and North American Information Services segments. The total cost of this program was \$10,422,000 (\$6,357,000 net of tax, or \$.04 per share). Components of the restructuring provision and utilization through December 31, 1997 are as follows:

<TABLE>
<CAPTION>

(in thousands)	Severance and Termination Benefits	Asset Write-Offs	Lease Costs	Total
<S>	<C>	<C>	<C>	<C>
Original provision	\$ 6,341	\$ 2,994	\$1,087	\$10,422
Utilized in 1995	(1,231)	(2,994)	--	(4,225)
Balance, December 31, 1995	5,110	--	1,087	6,197
Utilized in 1996	(4,494)	--	(468)	(4,962)
Balance, December 31, 1996	616	--	619	1,235
Utilized in 1997	(438)	--	(417)	(855)
Balance, December 31, 1997	\$ 178	\$ --	\$ 202	\$ 380

</TABLE>

The reserve balance at December 31, 1997 is included in other current liabilities in the accompanying consolidated balance sheets.

13. QUARTERLY FINANCIAL DATA (UNAUDITED).

Quarterly operating revenue and operating income by industry segment and other summarized quarterly financial data for 1997 and 1996 are as follows (in thousands, except per share amounts):

<TABLE>
<CAPTION>

1997	First	Second	Third	Fourth
<S>	<C>	<C>	<C>	<C>
Operating revenue:				
North American Information Services	\$172,240	\$182,296	\$178,670	\$175,817
Payment Services	98,820	105,519	108,612	127,094
Equifax Europe	38,583	43,127	45,547	51,309
Equifax Latin America	6	9,620	8,848	10,344
Other	2,413	2,404	2,409	2,409

	\$312,062	\$342,966	\$344,086	\$366,973
Operating income:				
North American Information Services	\$ 56,734	\$ 62,904	\$ 63,064	\$ 33,875
/ 1/				
Payment Services	16,083	18,476	18,223	28,445
Equifax Europe	1,960	4,705	7,240	13,228
Equifax Latin America	542	2,590	1,785	4,291
Other	2,217	2,217	2,217	2,217
Operating Contribution				
	77,536	90,892	92,529	82,056
General Corporate Expense	(8,989)	(13,128)	(9,792)	(12,196)
Income from continuing operations before cumulative effect of accounting change				
	\$ 38,541	\$ 61,190	\$ 47,240	\$ 38,554
Income before cumulative effect of accounting change				
	\$ 44,717	\$ 56,463	\$ 47,240	\$ 38,554
Per common share (basic):				
Income from continuing operations before cumulative effect of accounting change	\$ 0.27	\$ 0.42	\$ 0.33	\$ 0.27
Income before cumulative effect of accounting change				
	\$ 0.31	\$ 0.39	\$ 0.33	\$ 0.27

</TABLE>

<TABLE>					
<CAPTION>					
<S>					
Per common share (diluted):	<C>	<C>	<C>	<C>	<C>
Income from continuing operations before cumulative effect of accounting change	/ 3/	\$ 0.26	\$ 0.41	\$ 0.32	\$ 0.26
Income before cumulative effect of accounting change	/ 3/	\$ 0.30	\$ 0.38	\$ 0.32	\$
0.26					

1996	First	Second	Third	Fourth
Operating revenue:				
North American Information Services	\$158,653	\$168,229	\$164,671	\$177,218
Payment Services	71,598	79,252	84,732	103,744
Equifax Europe	35,385	36,738	39,715	45,673
Equifax Latin America	--	--	--	--
Other	21,501	16,593	13,594	5,502
Operating Contribution				
	\$287,137	\$300,812	\$302,712	\$332,137
Operating income (loss):				
North American Information Services	\$ 51,681	\$ 56,599	\$ 56,449	\$ 55,630
Payment Services	11,815	14,414	16,051	24,601
Equifax Europe	(339)	1,828	5,624	8,537
Equifax Latin America	475	1,045	1,125	611
Other	3,083	(10,700)	/2/ (2,472)	277
Operating Contribution				
	66,715	63,186	76,777	89,656
General Corporate Expense	(9,725)	(11,344)	(9,477)	(9,200)
Income from continuing operations before cumulative effect of accounting change				
	\$ 32,409	\$ 34,585	\$ 38,541	\$ 47,562
Income before cumulative effect of accounting change				
	\$ 36,845	\$ 41,130	\$ 45,804	\$ 53,838

Per common share (basic):

Income from continuing operations before cumulative effect of accounting change	/3/	\$ 0.22	\$ 0.24	\$ 0.27	\$ 0.33
Income before cumulative effect of accounting change		\$ 0.25	\$ 0.28	\$ 0.32	\$ 0.37
Per common share (diluted):					
Income from continuing operations before cumulative effect of accounting change		\$ 0.22	\$ 0.23	\$ 0.26	\$ 0.32
Income before cumulative effect of accounting change		\$ 0.25	\$ 0.27	\$ 0.31	\$ 0.36

/1/ Includes \$25,000 loss related to the valuation of a pending acquisition (Note 11).

/2/ Includes \$10,313 loss related to asset impairment (Note 5).

/3/ Quarterly per share amounts do not add to the amounts shown in the consolidated statements of income due to rounding.

</TABLE>

14. INDUSTRY SEGMENT INFORMATION.

In the fourth quarter of 1997, the Company changed its segment reporting structure to more closely match management's internal reporting of business operations. Prior year information has been restated to conform with the 1997 presentation. Industry segment information for 1997, 1996 and 1995 is as follows (dollars in thousands):

<TABLE>
<CAPTION>

	1997		1996		1995	
	Amount	%	Amount	%	Amount	%
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Operating revenue:						
North American Information Services	\$ 709,023	52%	\$ 668,771	55%	\$ 594,363	54%
Payment Services	440,045	32	339,326	28	284,382	26
Equifax Europe	178,566	13	157,511	13	132,092	12
Equifax Latin America	28,818	2	--	--	--	--
Other	9,635	1	57,190	4	94,472	8
	\$1,366,087	100%	\$1,222,798	100%	\$1,105,309	100%

</TABLE>

<TABLE>

<S>	<C>	<C>	<C>	<C>	<C>	<C>
Operating income (loss):						
North American Information Services	\$ 216,577	63 %	\$ 220,359	74%	\$ 191,929	73%
Payment Services	81,227	24	66,881	23	63,460	24
Equifax Europe	27,133	8	15,650	5	4,685	2
Equifax Latin America	9,208	3	3,256	1	992	--
Other	8,868	2	(9,812)	(3)	2,555	1
Operating Contribution	343,013	100%	296,334	100%	263,621	100%
General Corporate Expense	(44,105)		(39,746)		(32,474)	
	\$ 298,908		\$ 256,588		\$ 231,147	

Identifiable assets at December 31:

	1997	%	1996	%	1995	%
North American Information Services	\$ 453,141	39%	\$ 433,075	43%	\$ 369,784	43%
Payment Services	236,921	20	199,957	20	122,272	14
Equifax Europe	261,414	22	241,337	24	207,112	24
Equifax Latin America	115,617	10	32,452	3	27,233	3
Other	4,227	--	12,828	1	81,282	9
Corporate	105,784	9	91,455	9	63,806	7
	1,177,104	100%	1,011,104	100%	871,489	100%
Net Assets of Discontinued Operations	--		196,414		104,684	
	\$1,177,104		\$1,207,518		\$ 976,173	

</TABLE>

Description of Segments:

NORTH AMERICAN INFORMATION SERVICES: Consumer credit reporting information; credit card marketing services; check warranty services in Canada; commercial credit reporting in Canada; risk management and collection services; locate services; fraud detection and prevention services; mortgage loan origination information; analytics and consulting; and through May 1997 PC-based marketing systems, geo-demographic systems and mapping tools.

PAYMENT SERVICES: Credit and debit card authorization and processing; credit card marketing enhancement; software products to manage credit card, merchant and collection processing; and check warranty and verification services.

EQUIFAX EUROPE: Consumer and commercial credit reporting and marketing services; credit scoring and modeling services; check warranty services; and auto lien information.

EQUIFAX LATIN AMERICA: Credit information services and commercial, financial and consumer information.

OTHER: Lottery services; Health Information Services, divested in the fourth quarter of 1996; Marketing Services, divested August 1995.

Notes to Industry Segment Information:

1. Operating revenue is to unaffiliated customers only.
2. Operating income is operating revenue less operating costs and expenses, excluding interest expense, other income and income taxes.
3. Depreciation and amortization by industry segment are as follows:

(in thousands)	1997	1996	1995
North American Information Services	\$38,650	\$34,258	\$33,043
Payment Services	14,965	9,391	6,870
Equifax Europe	13,542	12,894	10,163
Equifax Latin America	4,736	1,108	600
Other	768	6,264	9,193
Corporate	4,408	3,560	3,855
	\$77,069	\$67,475	\$63,724

</TABLE>

4. Capital expenditures by industry segment, excluding property and equipment and other assets acquired in acquisitions, are as follows:

(in thousands)	1997	1996	1995
North American Information Services	\$30,775	\$30,112	\$ 9,968
Payment Services	21,302	32,581	12,719
Equifax Europe	18,160	4,688	1,094
Equifax Latin America	4,771	405	321
Other	--	1,693	16,364
Corporate	11,031	8,811	7,979
	\$86,039	\$78,290	\$48,445

</TABLE>

5. In the fourth quarter of 1997, the Company recorded a loss related to the valuation of a pending acquisition (Note 11). In the second quarter of 1996, the Company recorded a loss related to the impairment of certain assets (Note 5). In the fourth quarter of 1995, the Company recorded a restructuring provision (Note 12) and a settlement with the California State Lottery (Note 6). Operating income by industry segment decreased (increased) as a result of these items as follows:

(in thousands)	1997	1996	1995	Total	
	ACQUISITION VALUATION	Asset Impairment	Restructuring Provision	Lottery Settlement	
North American Information Services	\$25,000	\$ --	\$ 4,959	\$ --	\$ 4,959
Payment Services	--	--	521	--	521
Equifax Europe	--	--	--	--	--
Equifax Latin America	--	--	--	--	--
Other	--	10,313	4,442	(19,665)	(15,223)
Corporate	--	--	500	--	500
	\$25,000	\$10,313	\$10,422	\$ (19,665)	\$ (9,243)

</TABLE>

6. Financial information by geographic area is as follows:

<TABLE>
<CAPTION>

(dollars in thousands)	1997		1996		1995	
	AMOUNT	%	Amount	%	Amount	%
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Operating revenue:						
United States	\$1,057,032	78%	\$ 978,575	80%	\$ 893,311	81%
Canada	100,943	7	85,832	7	78,952	7
Europe	179,294	13	158,391	13	133,046	12
Latin America	28,818	2	--	-	--	-
	\$1,366,087	100%	\$1,222,798	100%	\$1,105,309	100%
Operating contribution (loss):						
United States	\$ 287,991	84%	\$ 260,736	88%	\$ 242,947	92%
Canada	19,037	5	16,551	6	15,065	6
Europe	26,908	8	15,805	5	4,617	2
Latin America	9,208	3	3,256	1	992	-
Other	(131)	-	(14)	-	--	-
	\$ 343,013	100 %	\$ 296,334	100%	\$ 263,621	100%
Identifiable assets from continuing operations at December 31:						
United States	\$ 710,462	61%	\$ 639,373	63%	\$ 561,262	65%
Canada	84,362	7	87,533	9	70,984	8
Europe	263,750	22	251,693	25	212,010	24
Latin America	115,616	10	32,452	3	27,233	3
Other	2,914	-	53	-	--	-
	\$1,177,104	100 %	\$1,011,104	100%	\$ 871,489	100%

</TABLE>

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, 1998 (all of which are included in the consolidated financial statements):

Name of Subsidiary - -----	State or Country of Incorporation -----
Info Inc.	Georgia
Acrofax Inc./ (6)/	Canada
CBI Ventures, Inc./ (6)/	Georgia
Computer Ventures, Inc./ (6)/	Delaware
Credence, Inc.	Georgia
Credit Northwest Corporation/ (6)/	Washington
Credit Union Card Services, Inc./ (5)/	Wisconsin
Equifax Asia Pacific Holdings, Inc.	Georgia
Equifax Card Services (Madison), Inc./ (4)/	Wisconsin
Equifax Check Services, Inc./ (13)/	Delaware
Name of Subsidiary - -----	State or Country of Incorporation -----
Equifax Card Services, Inc./ (13)/	Florida
Equifax Credit Information Services, Inc.	Georgia
Equifax Decision Systems B.V.	Netherlands
Equifax de Mexico Sociedad de Informacion Creditica, S.A./ (9) (10)/	Mexico
Equifax Europe Ltd.	Georgia
Equifax Europe (U.K.) Ltd./ (7)/	United Kingdom
Equifax Healthcare Information Services, Inc.	Georgia
Equifax Holdings (Mexico) Inc.	Georgia
Equifax India Private Ltd./ (3)/	India
Equifax Information Technology, Inc./ (6)/	Georgia
Equifax Investments (Mexico) Inc.	Georgia
Equifax Investments (U.S.) Inc.	Georgia
Equifax Luxembourg S.A./ (1) (8)/	Luxembourg
Equifax Luxembourg (No. 2) S.A.	Luxembourg
Equifax Mauritius Private Limited/ (3)/	Mauritius
Equifax Payment Services, Inc.	Delaware
Equifax Properties, Inc.	Georgia
Equifax-Rochester, Inc./ (6)/	New York
Equifax South America, Inc.	Georgia
Equifax U.K. Finance Ltd./ (11)/	United Kingdom
Equifax U.K. Finance (No. 2)/ (12)/	United Kingdom

Name of Subsidiary - -----	State or Country of Incorporation -----
Equifax Ventures, Inc.	Georgia
Financial Institution Benefit Association, Inc./ (13)/	District of Columbia
Financial Insurance Marketing Group, Inc./ (13)/	District of Columbia
First Bankcard Systems, Inc./ (13)/	Georgia
Global Scan Ltd./ (18)/	United Kingdom
Global Scan (USA), Inc./ (15)/	Delaware
Goldleaf Technologies, Inc./ (13)/	Georgia
High Integrity Systems, Inc./ (13)/	California
Infolink Ltd./ (22)/	United Kingdom

Name of Subsidiary - -----	State or Country of Incorporation -----
Light Signatures, Inc./ (13)/	California
Market Knowledge, Incorporated/ (6)/	Illinois
Stewardship, Inc./ (6)/	Mississippi
Tecnicob S.A./ (7) (8)/	France
The Equifax Database Company Ltd./ (7)/	Ireland
The Infocheck Group Ltd./ (8)/	United Kingdom
Transax Australia plc/ (21)/	United Kingdom
Transax France plc/ (21)/	United Kingdom
Transax (Ireland) plc/ (21)/	Ireland
Transax Ltd./ (8)/	New Zealand
Transax plc./ (8)/	United Kingdom
Transax Pty Ltd./ (19)/	Australia
Transax S.N.C./ (2) (20)/	France
UAPT-Infolink, plc/ (8)/	United Kingdom

Name of Subsidiary - -----	State or Country of Incorporation -----
-------------------------------	--

In addition, Registrant's subsidiary, Equifax Credit Information Services, Inc., owns 100% of the stock of Acrofax Inc. (Canada) which holds 84% of the stock of Equifax Canada Inc. (Canada). Equifax Canada Inc. owns 100% of the stock of Telecredit Canada, Inc. and Equifax Canada (AFX) Inc. (Canadian corporations). In addition, the Company also manages Equifax Accounts Receivable Services, Inc.

Registrant's subsidiary Equifax South America, Inc. owns 66% of the stock of Organizacion Veraz, S.A. (Argentina), and, also, owns 99% of the stock of Equifax de Chile, S.A. (Chile). Equifax de Chile, S.A. owns Marketing Services, S.A. (TISCA) (Chile) and Dicom S.A. (Chile).

Registrant's subsidiary Equifax Europe Ltd. (Georgia corporation) owns 49% of the stock of Precision Marketing Information Ltd. (Ireland) and 49% of the stock of ASNEF-Equifax Servicios de Informacion de Credito S.L. (Spain).

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 Private Ltd. (India).

Registrant's

- -----

- /(1)/Subsidiary of Acrofax Inc.
- /(2)/Subsidiary of Central Credit Services Ltd.
- /(3)/Subsidiary of Equifax Asia Pacific Holdings, Inc.
- /(4)/Subsidiary of Equifax Card Services, Inc.
- /(5)/Subsidiary of Equifax Card Services (Madison), Inc.
- /(6)/Subsidiary of Equifax Credit Information Services, Inc.

- /(7)/Subsidiary of Equifax Europe Ltd. (Georgia corporation)
- /(8)/Subsidiary of Equifax Europe (U.K.) Ltd.
- /(9)/Subsidiary of Equifax Holdings (Mexico) Inc.
- /(10)/Subsidiary of Equifax Investments (Mexico) Inc.
- /(11)/Subsidiary of Equifax Luxembourg, S.A.
- /(12)/Subsidiary of Equifax Luxembourg (No. 2) S.A.
- /(13)/Subsidiary of Equifax Payment Services, Inc.
- /(14)/Subsidiary of Global Scan Limited
- /(15)/Subsidiary of Global Scan Investments Ltd.
- /(16)/Subsidiary of H.P. Information plc
- /(17)/Subsidiary of Infolink Ltd.
- /(18)/Subsidiary of The Infocheck Group Ltd.
- /(19)/Subsidiary of Transax Australia plc
- /(20)/Subsidiary of Transax France plc
- /(21)/Subsidiary of Transax plc
- /(22)/Subsidiary of UAPT-Infolink plc
- /(23)/Subsidiary of Vivat plc

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation of our report included in this Form 10-K into the Company's previously filed Registration Statements on Form S-3 or Form S-8, File No. 33-40011, File No. 33-58734, File No. 33-34640, File No. 33-71202, as amended, File No. 33-66728, File No. 33-71200, File No. 33-82374, File No. 33-86018, File No. 33-86978, File No. 33-58627, File No. 33-63001, File No. 333-12961, File No. 33-04583, as amended, File No. 333-42613, File No. 333-42955 and File No. 333-47599.

/s/Arthur Andersen LLP

Atlanta, Georgia
March 30, 1998

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<ARTICLE> 5

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THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM EQUIFAX INC.
FINANCIAL STATEMENTS AS OF AND FOR THE YEAR ENDED DECEMBER 31, 1997 AND IS
QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

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