

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): **May 15, 2007**

**EQUIFAX INC.**

(Exact name of registrant as specified in Charter)

**Georgia**  
(State or other jurisdiction  
of incorporation)

**001-06605**  
(Commission File  
Number)

**58-0401110**  
(IRS Employer  
Identification No.)

**1550 Peachtree Street, N.W.**  
**Atlanta, Georgia**  
(Address of principal executive offices)

**30309**  
(Zip Code)

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

**Not Applicable**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions:

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01 Entry into a Material Definitive Agreement.**

The information set forth under Item 2.03 below is incorporated by reference.

**Item 2.01 Completion of Acquisition or Disposition of Assets.**

On May 15, 2007, pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated as of February 14, 2007, by and among Equifax Inc. ("Equifax"), TALX Corporation ("TALX") and Chipper Corporation, a wholly owned direct subsidiary of Equifax ("Merger Sub"), TALX merged with and into Merger Sub (the "Merger"). As a result of the Merger, TALX is now a wholly owned direct subsidiary of Equifax.

Pursuant to the Merger, each share of common stock of TALX, par value \$0.01 per share, was converted into the right to receive 0.861 of a share of Equifax common stock, par value \$1.25 per share, or \$35.50 in cash, without interest. The issuance of Equifax's common stock pursuant to the Merger was registered under the Securities Act of 1933, as amended, pursuant to Equifax's registration statement on Form S-4 (File No. 333-141389), filed with the Securities and Exchange Commission and declared effective on April 9, 2007. The definitive proxy statement/prospectus of TALX and Equifax, dated April 9, 2007, that forms a part of the registration statement contains additional information about the Merger and the other transactions contemplated by the Merger Agreement, including, but not limited to, the nature of Equifax's and TALX's business, the principles used in determining the Merger consideration, the nature of any interests of Equifax's and TALX's directors and officers in the Merger, and Equifax's intended use of the assets acquired in the Merger. The foregoing description of the Merger Agreement (including the description of the consideration paid in connection with the Merger) is qualified in its entirety by reference to the Merger Agreement, a copy of which was filed as Exhibit 2.1 to Equifax's Current Report on Form 8-K dated February 14, 2007 and is incorporated herein by reference.

Based on the closing price of Equifax common stock on the New York Stock Exchange on May 15, 2007 of \$41.32 per share, the total Merger consideration was approximately \$1.3 billion including assumed indebtedness of approximately \$172 million.

Approximately \$283 million was required to fund and consummate the Merger. In addition, on May 16, 2007, Equifax plans to repay the approximately \$97 million in borrowings outstanding under TALX's revolving credit facility. Equifax has funded or will finance these transactions with borrowings under its existing credit facility with

SunTrust Bank and other lenders as described below under Item 2.03.

The additional approximately 20.6 million shares of Equifax's common stock issuable in connection with the closing of the Merger were issued by Equifax from treasury shares. Application has been made to the New York Stock Exchange for listing the additional 2,023,852 shares which Equifax has reserved for issuance upon the exercise of outstanding TALX stock options and 2,000,000 Equifax shares reserved for future issuance under TALX equity plans.

On May 15, 2007, Equifax issued a press release announcing the completion of the Merger and the other transactions contemplated by the Merger Agreement and the cessation of trading in TALX common stock as of the end of trading hours on the NASDAQ Global Select Market on May 15, 2007. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

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**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

On May 14, 2007, in connection with the transactions described above under Item 2.01, Equifax executed an amendment to its Amended and Restated Credit Agreement dated July 24, 2006 with the Lenders named therein and SunTrust Bank, as Administrative Agent, pursuant to which the lenders under the agreement agreed to increase the borrowing limit under such facility from \$500 million to \$850 million. As of May 15, 2007, the current outstanding principal amount of indebtedness under such facility is approximately \$400 million (of which \$283 million has been borrowed to pay the TALX merger consideration and \$97 million borrowed in anticipation of repaying the TALX revolving credit facility as discussed in Item 2.01).

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

As of the effective time of the Merger described above under Item 2.01, the authorized number of directors constituting Equifax's Board of Directors was increased from eleven to twelve and, pursuant to the terms of the Merger Agreement, the Board elected William W. Canfield to the Equifax Board as a Class II Director for a term expiring at the 2008 annual meeting of shareholders or until his successor has been duly elected and qualified. Mr. Canfield, former Chairman, Chief Executive Officer and President of TALX Corporation, was also appointed president of the TALX business unit of Equifax, reporting to Equifax Chairman and Chief Executive Officer Richard F. Smith. Mr. Canfield was also a shareholder of TALX, and will receive the merger consideration specified in the Merger Agreement. See "Shareholder Agreement", "Interests of TALX's Directors and Executive Officers in the Merger", "TALX Restricted Stock", "TALX Stock Options", "Long-Term Incentive Plans", "Executive Employment Agreements", "Excise Tax Gross-Up Payments to William W. Canfield and L. Keith Graves", "continuation of Benefit Plans", indemnification and insurance", "Designation as Director of Equifax", and "Treatment of TALX Stock Options and Restricted Stock in the Merger" on pages 52-59 of the proxy statement/prospectus dated April 9, 2007 relating to the Merger as filed by Equifax on Form S-4/A with the SEC on April 6, 2007 (SEC File No. 141389).

**Item 9.01. Financial Statements and Exhibits.**

(a) Financial Statements of Businesses Acquired.

The consolidated financial statements of TALX Corporation, including TALX's consolidated balance sheets at March 31, 2007 and 2006, the consolidated statements of earnings, shareholders' equity and comprehensive income and cash flows for each of the three years in the period ended March 31, 2007, will be filed by amendment to this Current Report on or before July 30, 2007.

(b) Pro Forma Financial Information

Pro forma financial information will be filed by amendment to this Current Report on or before July 30, 2007.

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(d) Exhibits.

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|------|--|
| 2.1  | Agreement and Plan of Merger dated February 14, 2007, among Equifax Inc., TALX Corporation and Chipper Corporation (incorporated by reference to Exhibit 2.1 to Equifax's Form 8-K filed February 15, 2007).   |
| 10.1 | Amendment No. 1 dated May 11, 2007, and Amendment No. 2 dated May 15, 2007, to the Restated and Amended Credit Agreement dated as of July 24, 2006 among Equifax Inc., Equifax PLC, the Lenders named therein and SunTrust Bank as Administrative Agent. |
| 99.1 | Press release of Equifax Inc. dated May 15, 2007   |

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**SIGNATURE**

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

**EQUIFAX INC.**

By: /s/ LEE ADREAN  
Name: Lee Adrean

Title: Corporate Vice President and  
Chief Financial Officer

**Exhibit Index**

The following exhibits are being filed with this report:

<u>Exhibit No.</u>	<u>Description</u>
2.1	Agreement and Plan of Merger dated February 14, 2007, among Equifax Inc., TALX Corporation and Chipper Corporation (incorporated by reference to Exhibit 2.1 to Equifax's Form 8-K filed February 15, 2007).
10.1	Amendment No. 1 dated May 11, 2007, and Amendment No. 2 dated May 15, 2007, to the Restated and Amended Credit Agreement dated as of July 24, 2006 among Equifax Inc., Equifax PLC, the Lenders named therein and SunTrust Bank as Administrative Agent.
99.1	Press release of Equifax Inc. dated May 15, 2007

FIRST AMENDMENT  
TO AMENDED AND RESTATED CREDIT AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT, dated as of May 11, 2007 (this "Amendment"), to the Existing Credit Agreement is among EQUIFAX INC., a Georgia corporation (the "Company"), EQUIFAX PLC, a public company limited by shares organized under the laws of England and Wales (together with the Company, the "Borrowers"), the Lenders party hereto and SUNTRUST BANK, as Administrative Agent (all capitalized terms used herein and defined in Section 1.1 are used herein as therein defined).

WITNESSETH:

WHEREAS, the Borrowers, the Lenders and the Administrative Agent are all parties to the Amended and Restated Credit Agreement, dated as of July 24, 2006 (as amended or otherwise modified prior to the date hereof, the "Existing Credit Agreement", and as amended by this Amendment and as the same may be further amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Borrowers have requested that the Lenders agree to amend the Existing Credit Agreement, and the Lenders are willing, on the terms and subject to the conditions hereinafter set forth, to agree to the amendment set forth below;

NOW, THEREFORE, the parties hereto hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Certain Definitions. The following terms when used in this Amendment shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

"Amendment" is defined in the preamble.

"Amendment Effective Date" is defined in Article III.

"Borrowers" is defined in the preamble.

"Company" is defined in the preamble.

"Credit Agreement" is defined in the first recital.

"Existing Credit Agreement" is defined in the first recital.

SECTION 1.2. Other Definitions. Capitalized terms for which meanings are provided in the Existing Credit Agreement are, unless otherwise defined herein or the context otherwise requires, used in this Amendment with such meanings.

ARTICLE II

AMENDMENT TO EXISTING CREDIT AGREEMENT

Subject to the occurrence of the Amendment Effective Date, the Existing Credit Agreement is hereby amended in accordance with this Article II.

SECTION 2.1. Amendment to Section 9.8. Section 9.8 of the Existing Credit Agreement is hereby amended in its entirety to read as follows:

SECTION 9.8 Limitation on Restricted Payments.

No Borrower will, nor will it permit any of its Subsidiaries to, directly or indirectly, declare, order, make or set apart any sum for or pay any Restricted Payment at any time that a Default or Event of Default has occurred and is continuing or would result from such Restricted Payment.

ARTICLE III

CONDITIONS TO EFFECTIVENESS

This Amendment shall become effective on the date (the "Amendment Effective Date") when each of the conditions set forth in this Article have been satisfied.

SECTION 3.1. Execution of Counterparts. The Administrative Agent shall have received counterparts of this Amendment duly executed and delivered on behalf of the Borrowers and the Required Lenders.

SECTION 3.2. Expenses. The Administrative Agent and the Arrangers shall have received all expenses due and payable pursuant to Section 13.2 of the Credit Agreement, including without limitation all reasonable and actual fees and disbursements of counsel for the Administrative Agent and the Arrangers.

SECTION 3.3. Increase of Commitments. All conditions precedent to the increase of the Aggregate Revolving Credit Commitments to \$850,000,000, effective as of May 15, 2007, shall have been satisfied.

ARTICLE IV

MISCELLANEOUS

SECTION 4.1. Cross-References. References in this Amendment to any Article or Section are, unless otherwise specified, to such Article or Section of this Amendment.

SECTION 4.2. Loan Document Pursuant to Existing Credit Agreement This Amendment is a Loan Document executed pursuant to the Existing Credit Agreement and shall (unless otherwise expressly indicated therein) be construed, administered and applied in accordance with all of the terms and provisions of the Existing Credit Agreement, as amended hereby, including Article XIII thereof.

SECTION 4.3. Successors and Assigns. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 4.4. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Amendment by telecopy shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 4.5. Governing Law. **THIS AMENDMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.**

SECTION 4.6. Full Force and Effect; Limited Amendment. Except as expressly amended hereby, all of the representations, warranties, terms, covenants, conditions and other provisions of the Existing Credit Agreement and the Loan Documents shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with their respective terms. The amendment set forth herein shall be limited precisely as provided for herein to the provision expressly amended herein and shall not be deemed to be an amendment to, waiver of, consent to or modification of any other term or provision of the Existing Credit Agreement or any other Loan Document or of any transaction or further or future action on the part of any Borrower which would require the consent of the Lenders under the Existing Credit Agreement or any of the Loan Documents.

SECTION 4.7. Representations and Warranties. To induce the Lenders to execute and deliver this Amendment, the Borrowers hereby represent and warrant to the Lenders on the Amendment Effective Date that no Default or Event of Default exists and all statements set forth in clause (a) of Section 5.2 of the Credit Agreement are true and correct as of such date, except to the extent that any such statement expressly relates to an earlier date (in which case such statement was true and correct on and as of such earlier date).

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

BORROWERS:

**EQUIFAX INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EQUIFAX PLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO FIRST AMENDMENT – EQUIFAX INC.]

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LENDERS:

**SUNTRUST BANK**

as Administrative Agent and as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK OF AMERICA, N.A.**

as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO FIRST AMENDMENT – EQUIFAX INC.]

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**WACHOVIA BANK, NATIONAL  
ASSOCIATION**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO FIRST AMENDMENT – EQUIFAX INC.]

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**[JP MORGAN/CITIGROUP]**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO FIRST AMENDMENT – EQUIFAX INC.]

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**THE BANK OF NEW YORK**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO FIRST AMENDMENT – EQUIFAX INC.]

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**THE ROYAL BANK OF SCOTLAND PLC**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO FIRST AMENDMENT – EQUIFAX INC.]

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**MIZUHO CORPORATE BANK, LTD.**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO FIRST AMENDMENT – EQUIFAX INC.]

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**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**[LASALLE]**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**REGIONS BANK**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**BEAR STEARNS CORPORATE  
LENDING INC.**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO FIRST AMENDMENT – EQUIFAX INC.]

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**BNP PARIBAS**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO FIRST AMENDMENT – EQUIFAX INC.]

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**THE NORTHERN TRUST COMPANY**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO FIRST AMENDMENT – EQUIFAX INC.]

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**EXECUTION VERSION**

SECOND AMENDMENT  
TO AMENDED AND RESTATED CREDIT AGREEMENT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT, dated as of May 15, 2007 (this "Amendment"), to the Existing Credit Agreement is among EQUIFAX INC., a Georgia corporation (the "Company"), EQUIFAX PLC, a public company limited by shares organized under the laws of England and Wales (together with the Company, the "Borrowers"), the Lenders party hereto and SUNTRUST BANK, as Administrative Agent (all capitalized terms used herein and defined in Section 1.1 are used herein as therein defined).

WITNESSETH:

WHEREAS, the Borrowers, the Lenders and the Administrative Agent are all parties to the Amended and Restated Credit Agreement, dated as of July 24, 2006 (as amended or otherwise modified prior to the date hereof, the "Existing Credit Agreement", and as amended by this Amendment and as the same may be further amended,

supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, the Borrowers have requested that the Lenders agree to amend the Existing Credit Agreement, and the Lenders are willing, on the terms and subject to the conditions hereinafter set forth, to agree to the amendment set forth below;

NOW, THEREFORE, the parties hereto hereby covenant and agree as follows:

## ARTICLE I

### DEFINITIONS

SECTION 1.1. Certain Definitions. The following terms when used in this Amendment shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

“Amendment” is defined in the preamble.

“Amendment Effective Date” is defined in Article III.

“Borrowers” is defined in the preamble.

“Company” is defined in the preamble.

“Credit Agreement” is defined in the first recital.

“Existing Credit Agreement” is defined in the first recital.

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SECTION 1.2. Other Definitions. Capitalized terms for which meanings are provided in the Existing Credit Agreement are, unless otherwise defined herein or the context otherwise requires, used in this Amendment with such meanings.

## ARTICLE II

### AMENDMENTS TO EXISTING CREDIT AGREEMENT

Subject to the occurrence of the Amendment Effective Date, the Existing Credit Agreement is hereby amended in accordance with this Article II.

SECTION 2.1. Amendment to Section 5.2(a). Section 5.2(a) of the Existing Credit Agreement is hereby amended by inserting the following parenthetical “(excluding Section 6.1(n))” immediately following the reference to “Article VI” appearing therein.

SECTION 2.2. Amendment to Section 9.3. Section 9.3 of the Existing Credit Agreement is hereby amended by (a) deleting the word “and” appearing at the end of clause (h) thereof; (b) inserting the text “(i) Debt set forth on Schedule 9.3(i); and” immediately after clause (h) thereof; and (c) relettering clause (i) thereof accordingly.

SECTION 2.3. Schedule 9.3(i). The Schedules to the Existing Credit Agreement are hereby amended by inserting Schedule 9.3(i), in the form attached hereto as Exhibit A, in the appropriate sequence and by amending the Table of Contents to the Existing Credit Agreement to reflect such insertion.

## ARTICLE III

### CONDITIONS TO EFFECTIVENESS

SECTION 3.1. This Amendment shall become effective on the date (the “Amendment Effective Date”) when the Administrative Agent shall have received counterparts of this Amendment duly executed and delivered on behalf of the Borrowers and the Required Lenders.

## ARTICLE IV

### MISCELLANEOUS

SECTION 4.1. Cross-References. References in this Amendment to any Article or Section are, unless otherwise specified, to such Article or Section of this Amendment.

SECTION 4.2. Loan Document Pursuant to Existing Credit Agreement. This Amendment is a Loan Document executed pursuant to the Existing Credit Agreement and shall (unless otherwise expressly indicated therein) be construed, administered and applied in

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accordance with all of the terms and provisions of the Existing Credit Agreement, as amended hereby, including Article XIII thereof.

SECTION 4.3. Successors and Assigns. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 4.4. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Amendment by telecopy shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 4.5. Governing Law. **THIS AMENDMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.**



SECTION 4.6. Full Force and Effect; Limited Amendment. Except as expressly amended hereby, all of the representations, warranties, terms, covenants, conditions and other provisions of the Existing Credit Agreement and the Loan Documents shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with their respective terms. The amendment set forth herein shall be limited precisely as provided for herein to the provision expressly amended herein and shall not be deemed to be an amendment to, waiver of, consent to or modification of any other term or provision of the Existing Credit Agreement or any other Loan Document or of any transaction or further or future action on the part of any Borrower which would require the consent of the Lenders under the Existing Credit Agreement or any of the Loan Documents.

SECTION 4.7. Representations and Warranties. To induce the Lenders to execute and deliver this Amendment, the Borrowers hereby represent and warrant to the Lenders on the Amendment Effective Date that no Default or Event of Default exists and all statements set forth in clause (a) of Section 5.2 of the Credit Agreement are true and correct as of such date, except to the extent that any such statement expressly relates to an earlier date (in which case such statement was true and correct on and as of such earlier date).

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

BORROWERS:

**EQUIFAX INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EQUIFAX PLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO FIRST AMENDMENT – EQUIFAX INC.]

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LENDERS:

**SUNTRUST BANK**

as Administrative Agent and as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK OF AMERICA, N.A.**

as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**WACHOVIA BANK, NATIONAL  
ASSOCIATION**

as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**[JP MORGAN/CITIGROUP]**

as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**THE BANK OF NEW YORK**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO FIRST AMENDMENT – EQUIFAX INC.]

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**THE ROYAL BANK OF SCOTLAND PLC**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**MIZUHO CORPORATE BANK (USA)**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**[LASALLE]**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**REGIONS BANK**  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO FIRST AMENDMENT – EQUIFAX INC.]

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**BEAR STEARNS CORPORATE  
LENDING INC.**

as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**BNP PARIBAS**

as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO FIRST AMENDMENT – EQUIFAX INC.]

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**THE NORTHERN TRUST COMPANY**

as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO FIRST AMENDMENT – EQUIFAX INC.]

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EXHIBIT A

**Schedule 9.3(i)**

**Subsidiary Debt**

\$75.0 million of 7.34% notes maturing May 2014 between TALX Corp. and a group of investors. Such notes are to be assumed by the Borrower's Subsidiary, Chipper Corporation (to be renamed TALX Corporation), upon the closing of the Borrower's merger with TALX Corp.

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**NEWS RELEASE****Contact Information:**

David Rubinger  
Equifax Inc.  
(404) 885-8555  
david.rubinger@equifax.com

**Equifax Completes Acquisition of TALX Corporation**

**ATLANTA, May 15, 2007** — Equifax Inc. (NYSE: EFX) today announced the completion of the acquisition of TALX Corporation (NASDAQ: TALX) following approval of the transaction by TALX shareholders and satisfaction of all other closing conditions of the merger agreement.

TALX is a leading provider of employment verification and related human resource/payroll services, serving over 9,000 clients in the U.S., including more than 75 percent of companies in the FORTUNE 500. TALX provides a wide spectrum of products and services including employment and income verification, pay reporting, hiring, and employment tax management services. The Work Number® service, created by TALX in 1995, is a leader in workplace verification and has over 147 million employment records.

The acquisition of TALX is aligned with Equifax's long-term growth strategy of expanding into new markets with unique data and analytics. Equifax and TALX each leverage data and technologies that are designed to help customers make critical decisions with greater confidence. The acquisition also adds an experienced management team with proven business performance.

"We are very pleased to welcome TALX and 1,900 associates to Equifax. TALX products and services will enable Equifax to broaden its suite of solutions for customers and expand its position as an industry leader in data, analytics and technology. With Equifax, TALX customers will benefit from the resources of a 108-year-old global company that is a trusted steward of critical information," said Richard F. Smith, chairman and CEO, Equifax.

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"On behalf of TALX, its shareholders and our associates, I am extremely proud that our company is now part of Equifax. The combination of our two companies is a natural fit, as Equifax and TALX have similar business models focused on helping customers become more efficient by leveraging information and technology. I know that our customers will reap the benefits of having our two great companies serving their needs for many years to come," said William W. Canfield, president, TALX.

Under the terms of the merger agreement, each share of TALX common stock is converted into the right to receive either \$35.50 in cash, without interest, or 0.861 of a share of Equifax common stock for each share of TALX common stock that the shareholder owned immediately before completion of the merger. If TALX shareholders elect to receive more stock or cash than is provided for under the merger agreement, elections for the oversubscribed form of merger consideration will be prorated so that 75 percent of the shares of TALX common stock outstanding immediately before completion of the merger will be converted into shares of Equifax common stock and the remaining 25 percent will be converted into the right to receive cash. Under the terms of the stock and cash transaction, Equifax expects to issue approximately 20.6 million shares of its common stock and pay cash in the approximate amount of \$283 million in exchange for all of the issued and outstanding shares of TALX common stock. The final results of the cash and stock elections, including the consideration to be received by TALX shareholders who validly elected cash and those who validly elected stock, are expected to be announced by Equifax as soon as practicable after final reconciliation by the exchange agent for the transaction, Computershare Shareholder Services, Inc.

Trading in TALX's common stock on the NASDAQ Global Select Market ceased at the end of trading hours on Tuesday, May 15, 2007.

TALX becomes one of Equifax's five business units, along with U.S. Consumer Information Solutions, North American Commercial Information Solutions, International and Personal Solutions. Mr. Canfield has joined Equifax as president of the TALX business unit and has been elected to Equifax's board of directors. Starting today, Equifax will begin integrating the two companies' operations to ensure a smooth transition and the creation of long-term value for customers, employees and shareholders.

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**About Equifax ([www.equifax.com](http://www.equifax.com))**

Equifax is a global leader in information technology that enables and secures global commerce with consumers and businesses. The company is one of the largest sources of consumer and commercial data. Utilizing its databases, advanced analytics and proprietary enabling technology, Equifax provide real-time answers for our customers. This innovative ability to transform information into intelligence is valued by customers across a wide range of industries and markets. Headquartered in Atlanta, Georgia, Equifax employs approximately 6,900 people in 14 countries throughout North America, Latin America and Europe. Equifax was founded 108 years ago, and today is a member of Standard & Poor's (S&P) 500® Index, and its common stock is traded on the New York Stock Exchange under the symbol EFX.

**Forward-Looking Statements**

This document may contain forward-looking statements. Various known and unknown risks, uncertainties and other factors could lead to material differences between the actual future results, financial situation, development or performance of Equifax or TALX and the information contained in this release. These factors include the ability to integrate successfully TALX within Equifax or to realize synergies from such integration; costs related to the acquisition of TALX; the economic environment of the industries in which Equifax and TALX operate; and other risk factors discussed in Equifax's and TALX's respective public reports filed with the SEC. Equifax and TALX assume no duty whatsoever to update these forward-looking statements or to conform them to future events or developments.