UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D. C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended June 30, 2007

OR

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

For the transition period from to .

Commission File Number: 001-06605

EQUIFAX INC.

(Exact name of registrant as specified in its charter)

Georgia	**58-0401110**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
1550 Peachtree Street, N.W., Atlanta, Georgia	**30309**
(Address of principal executive offices)	(Zip Code)

404-885-8000

(Registrant's telephone number, including area code)

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 ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (check one)

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes ☒ No

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

Class	**Outstanding at July 27, 2007**
Common Stock, $1.25 Par Value	140,824,139

EQUIFAX INC.

QUARTERLY REPORT ON FORM 10-Q

QUARTER ENDED JUNE 30, 2007

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PART I. FINANCIAL INFORMATION

ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS

EQUIFAX INC.

CONSOLIDATED STATEMENTS OF INCOME

(In millions, except per share amounts)	Three Months Ended June 30, 2007	2006
	(Unaudited)	
Operating revenue	**$ 454.5**	$ 387.7
Operating expenses:		
Cost of services (exclusive of depreciation and amortization below)	**189.9**	161.8
Selling, general and administrative expenses	**115.2**	109.0
Depreciation and amortization	**29.6**	20.5
Total operating expenses	**334.7**	291.3
Operating income	**119.8**	96.4
Interest expense	**(10.4)**	(8.2)
Minority interests in earnings, net of tax	**(1.3)**	(1.1)
Other income, net	**1.1**	15.0
Income before income taxes	**109.2**	102.1
Provision for income taxes	**(39.1)**	(32.5)
Net income	**$ 70.1**	$ 69.6
Basic earnings per common share	**$ 0.52**	$ 0.54
Weighted-average shares used in computing basic earnings per share	**134.9**	128.1
Diluted earnings per common share	**$ 0.51**	$ 0.53
Weighted-average shares used in computing diluted earnings per share	**138.6**	130.4
Dividends per common share	**$ 0.04**	$ 0.04

See Notes to Consolidated Financial Statements.

EQUIFAX INC.

CONSOLIDATED STATEMENTS OF INCOME

(In millions, except per share amounts)	Six Months Ended June 30, 2007	2006
	(Unaudited)	
Operating revenue	**$ 859.7**	$ 761.7
Operating expenses:		
Cost of services (exclusive of depreciation and amortization below)	**359.2**	313.0
Selling, general and administrative expenses	**212.8**	201.5
Depreciation and amortization	**51.0**	41.6
Total operating expenses	**623.0**	556.1
Operating income	**236.7**	205.6
Interest expense	**(17.8)**	(16.1)
Minority interests in earnings, net of tax	**(2.7)**	(2.0)
Other income, net	**1.3**	15.5
Income before income taxes	**217.5**	203.0
Provision for income taxes	**(78.4)**	(70.5)
Net income	**$ 139.1**	$ 132.5
Basic earnings per common share	**$ 1.07**	$ 1.03
Weighted-average shares used in computing basic earnings per share	**129.9**	128.6
Diluted earnings per common share	**$ 1.05**	$ 1.01
Weighted-average shares used in computing diluted earnings per share	**132.9**	131.0
Dividends per common share	**$ 0.08**	$ 0.08

See Notes to Consolidated Financial Statements.

EQUIFAX INC.

CONSOLIDATED BALANCE SHEETS

(In millions, except par values)	June 30, 2007 (Unaudited)	December 31, 2006
ASSETS		
Current assets:		
Cash and cash equivalents	**$ 264.2**	$ 67.8
Trade accounts receivable, net of allowance for doubtful accounts of $8.5 and $8.7 at June 30, 2007 and December 31, 2006, respectively	**296.2**	244.8
Prepaid expenses	**35.5**	21.5
Other current assets	**29.9**	11.1
Total current assets	**625.8**	345.2
Property and equipment:		
Capitalized internal-use software and system costs	**263.9**	243.8
Data processing equipment and furniture	**159.3**	132.2
Land, buildings and improvements	**37.5**	29.7
Total property and equipment	**460.7**	405.7
Less accumulated depreciation and amortization	**(273.0)**	(243.8)
Total property and equipment, net	**187.7**	161.9
Goodwill	**1,778.5**	842.0
Indefinite-lived intangible assets	**95.5**	95.2
Purchased intangible assets, net	**801.0**	242.2
Prepaid pension asset	**57.8**	47.7
Other assets, net	**67.4**	56.4
Total assets	**$ 3,613.7**	$ 1,790.6
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Short-term debt and current maturities	**$ 427.2**	$ 330.0
Accounts payable	**33.9**	23.5
Accrued expenses	**69.2**	62.0
Accrued salaries and bonuses	**34.4**	41.9
Deferred revenue	**72.4**	62.7
Other current liabilities	**79.5**	62.0
Total current liabilities	**716.6**	582.1
Long-term debt	**778.6**	173.9
Deferred income tax liabilities, net	**267.1**	70.8
Long-term pension and other postretirement benefit liabilities	**60.7**	65.3
Other long-term liabilities	**63.5**	60.4
Total liabilities	**1,886.5**	952.5
Commitments and Contingencies (see Note 5)		
Shareholders' equity:		
Preferred stock, $0.01 par value: Authorized shares—10.0; Issued shares—none	**—**	—
Common stock, $1.25 par value: Authorized shares—300.0; Issued shares—187.7 and 186.3 at June 30, 2007 and December 31, 2006, respectively; Outstanding shares—142.7 and 124.7 at June 30, 2007 and December 31, 2006, respectively	**234.7**	232.9
Paid-in capital	**985.8**	609.2
Retained earnings	**1,907.4**	1,778.6
Accumulated other comprehensive loss	**(204.2)**	(232.2)
Treasury stock, at cost, 41.3 shares and 57.7 shares at June 30, 2007 and December 31, 2006	**(1,138.9)**	(1,490.9)
Stock held by employee benefits trusts, at cost, 3.7 shares and 3.9 shares at June 30, 2007 and December 31, 2006	**(57.6)**	(59.5)
Total shareholders' equity	**1,727.2**	838.1
Total liabilities and shareholders' equity	**$ 3,613.7**	$ 1,790.6

See Notes to Consolidated Financial Statements.

EQUIFAX INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In millions)	Six Months Ended June 30, 2007	2006
	(Unaudited)	
Operating activities:		
Net income	**$ 139.1**	$ 132.5
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	**51.0**	41.6
Stock-based compensation expense	**9.0**	10.8
Tax effects of stock-based compensation plans	**10.8**	4.2
Excess tax benefits from stock-based compensation plans	**(10.5)**	(4.1)
Deferred income taxes	**(1.1)**	0.3
Changes in assets and liabilities, excluding effects of acquisitions:		
Accounts receivable, net	**0.5**	(20.5)
Prepaid expenses and other current assets	**(17.9)**	(6.6)
Other assets	**(14.4)**	(4.7)
Current liabilities, excluding debt	**(15.4)**	14.3
Other long-term liabilities, excluding debt	**2.0**	(13.0)
Cash provided by operating activities	**153.1**	154.8

Investing activities:		
Capital expenditures	**(31.8)**	(26.5)
Acquisitions, net of cash acquired	**(290.7)**	—
Other	**(3.8)**	(0.1)
Cash used in investing activities	**(326.3)**	(26.6)
Financing activities:		
Net short-term borrowings	**97.1**	3.3
Net repayments under long-term revolving credit facilities	**(121.6)**	(30.0)
Treasury stock purchases	**(170.3)**	(98.6)
Dividends paid	**(10.0)**	(10.3)
Proceeds from exercise of stock options	**22.4**	13.4
Excess tax benefits from stock-based compensation plans	**10.5**	4.1
Proceeds from issuance of long-term debt	**544.6**	—
Payments on cash flow hedges	**(4.9)**	—
Other	**(0.1)**	0.1
Cash provided by (used in) financing activities	**367.7**	(118.0)
Effect of foreign currency exchange rates on cash and cash equivalents	**1.9**	0.5
Increase in cash and cash equivalents	**196.4**	10.7
Cash and cash equivalents, beginning of period	**67.8**	37.5
Cash and cash equivalents, end of period	**$ 264.2**	$ 48.2

See Notes to Consolidated Financial Statements.

EQUIFAX INC.

CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY

AND COMPREHENSIVE INCOME

(UNAUDITED)

	Common Stock							
	Shares Outstanding	Amount	Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Stock Held By Employee Benefits Trusts	Total Shareholders' Equity
	(In millions, except per share amounts)							
Balance, December 31, 2006	124.7	$232.9	$609.2	$1,778.6	$(232.2)	$(1,490.9)	$(59.5)	$ 838.1
Net income	—	—	—	**139.1**	—	—	—	**139.1**
Other comprehensive income	—	—	—	—	**28.0**	—	—	**28.0**
Shares issued under stock plans	**1.2**	**1.6**	**18.5**	—	—	—	—	**20.1**
Shares issued under benefits plans	**0.2**	—	**1.8**	—	—	—	**1.6**	**3.4**
Treasury stock exchanged for option price	—	—	—	—	—	**(0.5)**	—	**(0.5)**
Treasury stock exchanged for minimum tax withholdings	—	—	—	—	—	**(1.1)**	—	**(1.1)**
Treasury stock issued for TALX acquisition	**20.6**	—	**330.7**	—	—	**532.9**	—	**863.6**
Treasury stock purchased ($42.91 per share)*	**(4.2)**	—	—	—	—	**(179.3)**	—	**(179.3)**
Cash dividends ($0.04 per share)	—	—	—	**(10.3)**	—	—	—	**(10.3)**
Reclassification of director deferred compensation plan from liabilities to shareholders' equity based on plan amendments	—	—	**5.5**	—	—	—	—	**5.5**
Stock-based compensation expense	—	—	**9.0**	—	—	—	—	**9.0**
Tax effects of stock-based compensation plans	—	—	**10.8**	—	—	—	—	**10.8**
Dividends paid to employee benefits trusts	—	—	**0.3**	—	—	—	—	**0.3**
Other	**0.2**	**0.2**	—	—	—	—	**0.3**	**0.5**
Balance, June 30, 2007	**142.7**	**$234.7**	**$985.8**	**$1,907.4**	**$(204.2)**	**$(1,138.9)**	**$(57.6)**	**$ 1,727.2**

* At June 30, 2007, approximately $603.3 million was authorized for future repurchases of our common stock.

Accumulated Other Comprehensive Loss consists of the following components:

	June 30, 2007	December 31, 2006
	(In millions)	
Foreign currency translation	**$ (85.5)**	$(113.2)
Unrecognized actuarial losses and prior service cost related to our pension and other postretirement benefit plans, net of accumulated tax of $66.5 at June 30, 2007	**(115.1)**	—
Minimum pension liability, net of accumulated tax of $4.5 at December 31, 2006	**—**	(7.7)
Adjustment to initially apply SFAS 158, net of accumulated tax of $63.8 at December 31, 2006	**—**	(110.7)
Cash flow hedging transactions, net of accumulated tax of $2.1 and $0.4 at June 30, 2007 and December 31, 2006, respectively	**(3.6)**	(0.6)
Accumulated other comprehensive loss	**$(204.2)**	$(232.2)

Comprehensive Income is as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2007	2006	2007	2006
	(In millions)			
Net income	**$70.1**	$69.6	**$139.1**	$132.5
Other comprehensive income:				
Foreign currency translation adjustment	**21.6**	10.5	**27.7**	18.9
Recognition of prior service cost and actuarial losses related to our pension and other postretirement benefit plans	**1.5**	—	**3.3**	—
Change in cumulative loss from cash flow hedging transactions	**(3.0)**	0.2	**(3.0)**	0.6

Comprehensive income	**$90.2**	$80.3	**$167.1**	$152.0

See Notes to Consolidated Financial Statements.

EQUIFAX INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

June 30, 2007

As used herein, the terms "Equifax", "the Company", "we", "our" and "us" refer to Equifax Inc., a Georgia corporation, and its consolidated subsidiaries as a combined entity, except where it is clear that the terms mean only Equifax Inc.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations. We collect, organize and manage various types of financial, demographic, employment and marketing information. Our products and services enable businesses to make credit and service decisions, manage their portfolio risk, automate or outsource certain payroll, tax and human resources business processes, and develop marketing strategies concerning consumers and commercial enterprises. We serve customers across a wide range of industries, including the financial services, mortgage, retail, telecommunications, utilities, automotive, brokerage, healthcare and insurance industries, as well as government agencies. We also enable consumers to manage and protect their financial health through a portfolio of products offered directly to consumers. As of June 30, 2007, we operated in 14 countries: Argentina, Brazil, Canada, Chile, Costa Rica, El Salvador, Honduras, Peru, Portugal, the Republic of Ireland, Spain, the United Kingdom ("U.K."), Uruguay, and the United States of America ("U.S.")

We develop, maintain and enhance secured proprietary information databases through the compilation of accounts receivable and employment information about consumers and businesses that we obtain from a variety of sources, such as credit granting institutions, public record information (including bankruptcies, liens and judgments), income and tax information primarily from large to mid-sized companies in the U.S., and marketing information from surveys and warranty cards. We process this information utilizing our proprietary information management systems.

Basis of Presentation. The accompanying unaudited Consolidated Financial Statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") and for interim financial information, the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, this Form 10-Q does not include all of the information required by GAAP for complete financial statements. As a result, these Consolidated Financial Statements should be read in conjunction with the Consolidated Financial Statements and the notes thereto included in our annual report on Form 10-K for the fiscal year ended December 31, 2006 ("2006 Form 10-K").

Our unaudited Consolidated Financial Statements reflect all adjustments which are, in the opinion of management, necessary for a fair presentation of the periods presented therein. All adjustments made have been of a normal recurring nature.

We have reclassified certain prior period amounts in our Consolidated Financial Statements to conform to the current period presentation. The effect of these reclassifications is not material.

Earnings Per Share. In accordance with Statement of Financial Accounting Standards ("SFAS") No. 128, "Earnings per Share," our basic earnings per share ("EPS") is calculated as net income 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 our EPS calculations is the same for both basic and diluted EPS. A reconciliation of the weighted-average outstanding shares used in the two calculations is as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2007	2006	2007	2006
	(In millions)		(In millions)	
Weighted-average shares outstanding (basic)	**134.9**	128.1	**129.9**	128.6
Effect of dilutive securities:				
Stock options	**3.5**	1.8	**2.9**	1.9
Long-term incentive plans	**0.2**	0.5	**0.1**	0.5
Weighted-average shares outstanding (diluted)	**138.6**	130.4	**132.9**	131.0

For the three and six months ended June 30, 2007, less than 0.1 million and 0.3 million options, respectively, were considered antidilutive and therefore excluded from this calculation. For the three and six months ended June 30, 2006, 0.7 million and 0.5 million options, respectively, were excluded from this calculation.

Purchased Intangible Assets. Purchased intangible assets represent the estimated fair value of acquired intangible assets used in our business. Purchased data files represent the estimated fair value of files acquired primarily through the purchase of independent credit reporting agencies in the U.S. and Canada. We expense the cost of modifying and updating credit files in the period such costs are incurred. We generally amortize purchased data files, which primarily consist of acquired credit files, on a straight-line basis. All of our other purchased intangible assets are also amortized on a straight-line basis. See Notes 2 and 3 for additional information about our purchased intangible assets.

Asset	Useful Life (in years)
Purchased data files	15
Acquired software and technology	3 to 10
Non-compete agreements	2 to 5
Proprietary database	6
Customer relationships	5 to 25
Trade names	2 to 10

Revenue Recognition. As a result of our May 15, 2007 acquisition of TALX, we have expanded certain of our revenue recognition policies to account for our new operations. TALX revenues are generally recognized pursuant to annual or multi-year contracts.

Revenues from The Work Number business are realized primarily from transaction or monthly fees and, to a lesser degree, based on up-front set-up fees and periodic

maintenance fees. Revenues for transaction fees are recognized in the period that they are earned, based on fees charged to users at the time they conduct verifications of employment and income. The revenue for set-up fees and monthly maintenance fees is recognized on a straight-line basis from the time the service is available to be used by our clients through the end of the service period.

Certain revenues from the Tax and Talent Management Services business are recognized in the period that they are earned, as the services are provided. Employment tax management revenue that is contingent

upon achieving certain performance criteria is recognized when those criteria are met. We realize revenues for our tax credits and incentives contracts on a contingent basis, as a percentage of the tax credits and incentives delivered to our clients.

In relationships with certain of our TALX customers, we enter into agreements with more than one of our service offerings included in the arrangement. In accordance with the consensus of Emerging Issues Task Force ("EITF") Issue No. 00-21, "Revenue Arrangements with Multiple Deliverables," as these fee arrangements are similar to those charged to other clients, we recognize revenue on the basis of the fair values of the underlying services.

Deferred revenue at June 30, 2007 principally represents the unearned portion of The Work Number set-up fees and employment tax management fees.

Recent Accounting Pronouncements. In November 2005, Financial Accounting Standards Board Staff Position FAS No. 123(R)-3: "Transition Election Related to Accounting for the Tax Effects of Share-Based Payment Awards" ("FSP 123R-3'), was issued, which provides a practical or simplified transition election related to accounting for the tax effects of share-based payment awards to employees as opposed to the more detailed method provided in SFAS No. 123(R), "Share-Based Payment" ("SFAS 123R"). FSP 123R-3 allowed us to elect a transition method up to one year from the date of adoption of SFAS 123R. Accordingly, on January 1, 2007, we elected the simplified method as described in FSP123R-3. As a result of electing this transition method, we are required to retrospectively apply this method to our 2006 Consolidated Statement of Cash Flows since we were required to apply the more detailed method in SFAS 123R until we elected a transition method. The reclassification between cash provided by operating activities and cash provided by financing activities on our 2006 Consolidated Statement of Cash Flows as a result of electing the simplified method is not material.

In March 2007, the FASB ratified the consensus reached by the EITF related to EITF Issue No. 06-10, "Accounting for Deferred Compensation and Postretirement Benefit Aspects of Collateral Assignment Split-Dollar Life Insurance Arrangements" ("EITF 06-10"), which requires (1) the recognition of a liability related to postretirement benefits covered by collateral split-dollar life insurance arrangements since the employer has the obligation to provide the benefit to the employee and (2) to recognize and measure the asset based on the nature and substance of the arrangement. We have collateral split-dollar life insurance arrangements for certain employees of the Company. The liability is required to be recognized in accordance with SFAS No. 106, "Employers' Accounting for Postretirement Benefits, Other Than Pensions," or Accounting Principles Board ("APB") Opinion No. 12, "Omnibus Opinion—1967," as appropriate. For transition purposes, we may adopt EITF 06-10 as a change in accounting principle through either (1) retrospective application to all periods presented or (2) a cumulative-effect adjustment to retained earnings. We will be required to adopt EITF 06-10 on January 1, 2008. We are currently evaluating the impact of adopting EITF 06-10 on our Consolidated Financial Statements.

For additional recent accounting pronouncements pending adoption, see Note 1 of the Notes to Consolidated Financial Statements in our 2006 Form 10-K.

2. ACQUISITION

TALX Acquisition. On May 15, 2007, we completed the acquisition of all of the outstanding shares of TALX Corporation ("TALX"), a leading provider of employment and income verification and human resources business process outsourcing services. The acquisition aligns with our long-term growth strategy of expanding into new markets with unique data. Under the terms of the transaction, we issued 20.6 million shares of Equifax common stock, issued 1.9 million fully-vested options to purchase Equifax common stock and paid approximately $269.0 million in cash, net of cash acquired, plus transaction costs of approximately $18.0 million. The fair value of options issued was determined using a binomial valuation model. The fair

value of the vested options is included in the total purchase price. The options have a weighted-average exercise price of $9.11 and a weighted-average remaining contractual term of 4.9 years. We also assumed TALX's outstanding debt, which had a fair value totaling $177.6 million at May 15, 2007. We financed the cash portion of the acquisition with borrowings under our senior revolving credit facility. The results of TALX's operations are included in our Consolidated Financial Statements beginning on May 15, 2007.

The TALX acquisition was recorded by allocating the cost of completing the acquisition to the assets acquired, including identifiable intangible assets and liabilities assumed, based on their estimated fair values at the acquisition date pursuant to SFAS No. 141, "Business Combinations" ("SFAS 141"). The excess of the cost of the acquisition over the net amounts assigned to the fair value of the assets acquired and the liabilities assumed was recorded as goodwill. The allocation below is preliminary, as the final valuation of certain intangible assets and tax contingencies has not been resolved.

The preliminary purchase price allocation is as follows:

	(in millions)
Net tangible assets	$ 49.1
Identifiable intangible assets*	571.9
Goodwill**	917.9
Long-term debt	(177.6)
Long-term deferred income tax liabilities, net	(196.7)
Net assets acquired	$ 1,164.6

* Our preliminary valuation of identifiable intangible assets acquired includes the following:

Intangible asset category	Fair value (in millions)	Weighted-average remaining useful life (in years)
Customer relationships	$ 379.8	20.3
Proprietary database	120.5	5.9
Technology	38.2	3.9
Trade names	33.4	8.9
Total acquired intangibles	$ 571.9	15.5

** Of the $917.9 million in goodwill included in the preliminary purchase price allocation, all of which is allocated to the TALX operating segment, $107.5 million is tax

deductible.

In connection with the TALX acquisition, our Board of Directors in February 2007 approved an increase in the amount of repurchases under our common stock repurchase program to $783.0 million. We expect to finance share repurchases using cash provided by operating activities, issuance of commercial paper or other borrowings. See Note 4 for additional information about our commercial paper program. During the three months ended June 30, 2007, we repurchased 4.2 million shares for $179.3 million.

Pro Forma Results. The following pro forma financial information for the three and six months ended June 30, 2007 and 2006 presents the combined results of operations of Equifax and TALX as if the acquisition had occurred on January 1, 2007 and 2006, respectively. The combined results of operations have been adjusted for the impact of certain acquisition-related items, including additional amortization of identified intangible assets, additional financing expenses and other direct costs. The impact of pro forma adjustments are tax-effected at the expected future consolidated corporate tax rate.

The unaudited pro forma financial information is not intended to represent, or be indicative of, our consolidated results of operations or financial condition that would have been reported had the acquisition been completed as of the beginning of each of the periods presented. This information is provided for

illustrative purposes only and is not necessarily indicative of our future consolidated results of operations or financial condition.

	Unaudited, Pro Forma			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2007	2006	2007	2006
	(in millions, except per share data)			
Revenue	$ 488.1	$ 453.9	$ 967.0	$ 887.9
Operating income	$ 124.2	$ 100.9	$ 252.8	$ 216.8
Net income	$ 70.8	$ 68.3	$ 143.2	$ 131.4
Net income per share:				
Basic	$ 0.46	$ 0.46	$ 0.95	$ 0.88
Diluted	$ 0.44	$ 0.45	$ 0.93	$ 0.86

3. GOODWILL AND INTANGIBLE ASSETS

The allocation of the TALX purchase price to goodwill and intangible assets is preliminary, as the final valuation of certain intangible assets and tax contingencies has not been resolved. See Note 2 for additional information about the TALX acquisition.

Goodwill. Goodwill represents the cost in excess of the fair value of the net assets acquired in a business combination. In accordance with SFAS No. 142, "Goodwill and Other Intangible Assets" ("SFAS 142"), goodwill is tested for impairment at the reporting unit level on an annual basis and on an interim basis if an event occurs or circumstances change that would reduce the fair value of a reporting unit below its carrying value. We perform our annual goodwill impairment test as of September 30.

As discussed in Note 9, we realigned our organization, effective January 1, 2007, which resulted in new reportable segments. To reflect this new organizational structure, we have reallocated goodwill to our new reporting units based on their relative fair value, as applicable, in accordance with SFAS 142. When reporting units are changed, SFAS 142 requires that goodwill be tested for impairment. During the first quarter of 2007, we performed our goodwill impairment test following the reallocation of goodwill, which resulted in no impairment.

Goodwill allocated to our reportable segments at December 31, 2006 under our prior organizational structure was as follows:

	North American Operations	Europe Operations	Latin American Operations	Corporate	Total
	(In millions)				
Balance, December 31, 2006	$ 552.1	$ 119.7	$ 164.3	$ 5.9	$ 842.0

All of our reportable segments changed as a result of our organizational realignment effective January 1, 2007. Goodwill reallocated as a result of our organizational realignment as of January 1, 2007 and changes in the amount of goodwill for the six months ended June 30, 2007 are as follows:

	U.S. Consumer Information Solutions	International	North America Personal Solutions	North America Commercial Solutions	TALX	Total
	(in millions)					
Balance, January 1, 2007*	$ 491.4	$ 310.7	$ 1.8	$ 38.1	$ —	$ 842.0
Acquisitions	—	—	—	—	**917.9**	**917.9**
Purchase price adjustment	**(0.2)**	—	—	**0.1**	—	**(0.1)**
Foreign currency translation	—	**18.2**	—	**0.5**	—	**18.7**
Balance, June 30, 2007	**$ 491.2**	**$ 328.9**	**$ 1.8**	**$ 38.7**	**$ 917.9**	**$ 1,778.5**

* Date of goodwill reallocation based on organizational realignment, which changed our reportable segments.

Indefinite-Lived Intangible Assets. Indefinite-lived intangible assets consist of contractual/territorial rights representing the estimated fair value of rights to operate in certain territories acquired through the purchase of independent credit reporting agencies in the U.S. and Canada. Our contractual/territorial rights are perpetual in nature and, therefore, the useful lives are considered indefinite. Indefinite-lived intangible assets are not amortized. In accordance with SFAS 142, we are required to test indefinite-lived intangible assets for impairment annually and whenever events or circumstances indicate that there may be an impairment of the asset value. We perform our annual indefinite-lived intangible asset impairment test as of September 30. During the six months ended June 30, 2007, contractual/territorial rights increased $0.3 million to $95.5 million due to foreign currency translation.

Purchased Intangible Assets. Purchased intangible assets represent the estimated fair value of acquired intangible assets used in our business. All of our purchased intangible assets are amortized on a straight-line basis. See Note 1 for additional information about the useful lives related to our purchased intangible assets.

Purchased intangible assets at June 30, 2007 and December 31, 2006 consist of the following:

	June 30, 2007			December 31, 2006		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
	(In millions)					
Definite-lived intangible assets:						
Purchased data files	**$ 397.9**	**$ (203.0)**	**$ 194.9**	$ 390.8	$ (191.3)	$ 199.5

Acquired software and technology	**78.6**	**(18.3)**	**60.3**	39.1	(15.7)	23.4
Customer relationships	**399.3**	**(4.8)**	**394.5**	18.5	(1.9)	16.6
Proprietary database	**120.5**	**(2.3)**	**118.2**	—	—	—
Non-compete agreements	**6.2**	**(6.2)**	—	5.9	(4.6)	1.3
Trade names	**34.5**	**(1.4)**	**33.1**	2.0	0.6	1.4
Total definite-lived intangible assets	**$ 1,037.0**	**$ (236.0)**	**$ 801.0**	$ 456.3	$ (214.1)	$ 242.2

Amortization expense related to purchased intangible assets was $14.6 million and $7.7 million during the three months ended June 30, 2007 and 2006, respectively. Amortization expense related to purchased intangible assets was $22.4 million and $16.0 million during the six months ended June 30, 2007 and 2006, respectively. Estimated future amortization expense related to definite-lived purchased intangible assets at June 30, 2007 is as follows:

Years ending December 31,	Amount (In millions)
Six months ending December 31, 2007	$ 43.7
2008	86.2
2009	85.0
2010	82.5
2011	79.7
Thereafter	423.9
	$ 801.0

4. DEBT

Debt outstanding at June 30, 2007 and December 31, 2006 was as follows:

	June 30, 2007	December 31, 2006
	(In millions)	
Commercial Paper	**$ 177.1**	$ —
Notes, 4.95%, due November 2007	**250.0**	250.0
Notes, 7.34%, due May 2014	**75.0**	—
Notes, 6.30%, due July 2017	**300.0**	—
Debentures, 6.90%, due July 2028	**150.0**	150.0
Notes, 7.00%, due July 2037	**250.0**	—
Trade receivables-backed revolving credit facility	**—**	80.0
Borrowings under long-term revolving credit facilities	**—**	25.0
Other	**0.1**	0.1
Total debt	**1,202.2**	505.1
Less short-term debt and current maturities	**(427.2)**	(330.0)
Less long-term unamortized discounts	**(2.3)**	(1.2)
Plus fair value adjustment	**5.9**	—
Total long-term debt, net	**$ 778.6**	$ 173.9

Senior Credit Facility. During the second quarter, we amended our senior unsecured revolving credit facility with a group of financial institutions (the "Senior Credit Facility") to increase the borrowing limit from $500.0 million to $850.0 million. Borrowings may be used for general corporate purposes, including working capital, capital expenditures, acquisitions and share repurchase programs. The Senior Credit Facility expires in July 2011. At June 30, 2007, no amounts were outstanding under the Senior Credit Facility.

Commercial Paper Program. On May 22, 2007, we established an $850.0 million commercial paper program in which borrowings bear interest at either a variable rate (based on LIBOR or other benchmarks) or a fixed rate, with the applicable rate and margin established through private placement of commercial paper notes from time to time. Maturities of commercial paper can range from overnight to 397 days. We use commercial paper issuances as a primary instrument for general corporate purposes. Since the commercial paper program is backstopped by our Senior Credit Facility, the amount of commercial paper which may be issued under the program is reduced by the amount of any outstanding borrowings under our Senior Credit Facility. To the extent commercial paper borrowings bear interest at a variable rate, the Company has interest rate risk when such debt is outstanding. At June 30, 2007, $177.1 million in commercial paper notes were outstanding, at a weighted-average fixed interest rate of 5.41% per annum, all with maturities of less than 90 days.

TALX Debt. At the closing of the TALX acquisition in May 2007, we assumed $75.0 million in 7.34% Senior Guaranteed Notes ("TALX Notes") privately placed by TALX with several institutional investors in May 2006 and $96.6 million outstanding under TALX's revolving credit facility. We are required to repay the principal amount of the TALX Notes in five equal annual installments commencing on May 25, 2010 with a final maturity date of May 25, 2014. We may prepay the TALX Notes subject to certain restrictions and the payment of a make-whole amount. Under certain circumstances, we may be required to use proceeds of certain asset dispositions to prepay a portion of the TALX Notes. Interest on the TALX Notes is payable semiannually until the principal becomes due and payable. We identified a fair value adjustment related to the TALX Notes in applying purchase accounting; this amount will be amortized against interest expense over the remainder of the term of the TALX Notes. At June 30, 2007, the remaining balance of this adjustment is $5.9 million and is included in long-term debt on the Consolidated Balance Sheet. Subsequent to the TALX acquisition, we repaid and terminated the TALX revolving credit facility with

borrowings under our Senior Credit Facility. See Note 2 for additional information about the TALX acquisition.

6.3% and 7.0% Senior Notes. On June 28, 2007, we issued $300.0 million principal amount of 6.3%, ten-year senior notes and $250.0 million principal amount of 7.0%, thirty-year senior notes (collectively, the "Notes") in underwritten public offerings. Interest is payable semi-annually in arrears on January 1 and July 1 of each year, beginning January 1, 2008. The net proceeds of the financing have been or will be used to repay short-term indebtedness, a substantial portion of which was incurred in connection with our acquisition of TALX. We must comply with various non-financial covenants, including certain limitations on liens, additional debt and mortgages, mergers, asset dispositions and sale-leaseback arrangements. The Notes are unsecured and rank equally with all of our other unsecured and unsubordinated indebtedness. Debt issuance costs capitalized under these offerings totaled approximately $4.0 million. The original issuance discount on these offerings totaled $1.3 million.

In conjunction with the sale of the Notes, we entered into cash flow hedges on $200.0 million and $250.0 million notional amount, respectively, of ten-year and thirty-year Treasury notes. These hedges were settled on June 25 and June 26, 2007, the dates the Notes were sold, requiring payment of $1.9 million and $3.0 million, respectively. Pursuant to SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities," the impact of these settlements has been recorded in other comprehensive

income and will be amortized against interest expense over the respective terms of the Notes.

Trade Receivables-Backed Revolving Credit Facility. We are party to a trade receivables-backed, revolving credit facility under which a wholly-owned subsidiary of Equifax may borrow up to $125.0 million, subject to borrowing base availability and other terms and conditions, for general corporate purposes. Based on the calculation of the borrowing base applicable at June 30, 2007, $106.5 million was available for borrowing and there were no outstanding borrowings under this facility, which is included in short-term debt and current maturities on our Consolidated Balance Sheet.

Canadian Credit Facility. We are a party to a credit agreement with a Canadian financial institution that provides for a C$25.0 million (denominated in Canadian dollars), 364-day revolving credit agreement. During the six months ended June 30, 2007, there was no activity under this facility. At June 30, 2007, there were no outstanding borrowings under this facility.

For additional information about these revolving credit facilities, see Note 5 of the Notes to Consolidated Financial Statements in our 2006 Form 10-K.

5. COMMITMENTS AND CONTINGENCIES

Headquarters Lease. Other than leasing arrangements, we do not engage in off-balance sheet financing activities. Under the terms of the $29.0 million operating lease for our headquarters building in Atlanta, Georgia, which commenced in 1998 and expires in 2010, we have guaranteed a portion of the residual value of the building at the end of the lease. Total lease payments for the remaining term total $5.0 million. Under this synthetic lease arrangement, we have also guaranteed the residual value of the leased property to the lessor. In the event that the property were to be sold by the lessor at the end of the lease term, we would be responsible for any shortfall of the sales proceeds, up to a maximum amount of $23.2 million, which equals 80% of the value of the property at the beginning of the lease term. The liability for this estimated shortfall, which we estimated at $1.4 million at June 30, 2007 and December 31, 2006, is recorded in other long-term liabilities on our Consolidated Balance Sheets.

Data Processing, Outsourcing Services and Other Agreements. We have separate agreements with International Business Machines Corporation ("IBM"), Acxiom and others to outsource portions of our computer data processing operations and related functions, and certain other administrative and operational services. The agreements expire between 2007 and 2013. The estimated aggregate minimal contractual obligation remaining under these agreements is approximately $330.0 million as of

December 31, 2006, with no future year's minimum contractual obligation expected to exceed approximately $75.0 million. Annual payment obligations in regard to these agreements vary due to factors such as the volume of data processed; changes in our servicing needs as a result of new product offerings, acquisitions or divestitures; the introduction of significant new technologies; foreign currency; or the general rate of inflation. Our data processing outsourcing agreement with IBM was renegotiated in 2003 for a ten-year term. Under this agreement (which covers our operations in North America, Europe, Brazil and Chile), we have outsourced our mainframe and midrange operations, help desk service and desktop support functions, and the operation of our voice and data networks. The scope of such services varies by location. During the twelve months ended December 31, 2006, 2005 and 2004, we paid $112.1 million, $120.8 million and $110.5 million, respectively, for these services. The estimated future minimum contractual obligation at December 31, 2006 under this agreement is $290.7 million, with no year's minimum contractual obligation expected to exceed approximately $45.0 million. In certain circumstances (e.g., a change in control or for our convenience), we may terminate these data processing and outsourcing agreements, and, in doing so, certain of these agreements require us to pay a significant penalty. Additionally, we may terminate these agreements without penalty in the event that IBM is in material breach of the terms of the agreement.

Agreement with Computer Sciences Corporation. We have an agreement with Computer Sciences Corporation and certain of its affiliates, collectively CSC, under which CSC-owned credit reporting agencies utilize our computerized credit database services. CSC retains ownership of its credit files and the revenues generated by its credit reporting activities. We receive a processing fee for maintaining the database and for each report supplied. The agreement expires July 31, 2008 and is renewable at the option of CSC for successive ten-year periods. The agreement provides us with an option to purchase CSC's credit reporting business if it does not elect to renew the agreement or if there is a change in control of CSC while the agreement is in effect. Under the agreement, CSC also has an option, exercisable at any time, to sell its credit reporting business to us. The option expires in 2013. The option exercise price will be determined by a third-party appraisal process and would be due in cash within 180 days after the exercise of the option. We estimate that if the option were exercised at December 31, 2006, the price range would approximate $650.0 million to $725.0 million. This estimate is based solely on our internal analysis of the value of the businesses, current market conditions and other factors, all of which are subject to constant change. Therefore, the actual option exercise price could be materially higher or lower than the estimated amount.

Guarantees. We will from time to time issue standby letters of credit, performance bonds or other guarantees in the normal course of business. The aggregate notional amount of all performance bonds and standby letters of credit were not material at June 30, 2007, and all have a maturity of one year or less. Guarantees are issued from time to time to support the needs of operating units. We also guarantee the operating lease payments of a lease between third parties. The operating lease, which expires December 31, 2011, has a remaining balance of $6.0 million based on the undiscounted value of remaining lease payments, including real estate taxes, at June 30, 2007. We believe that the likelihood of demand for payment by us is minimal and expect no material losses to occur related to this guarantee. Accordingly, we do not have a liability on our Consolidated Balance Sheets at June 30, 2007 or December 31, 2006 related to this guarantee.

General Indemnifications. We are the lessee under many real estate leases. It is common in these commercial lease transactions for us, as the lessee, to agree to indemnify the lessor and other related third parties for tort, environmental and other liabilities that arise out of or relate to our use or occupancy of the leased premises. This type of indemnity would typically make us responsible to indemnified parties for liabilities arising out of the conduct of, among others, contractors, licensees and invitees at or in connection with the use or occupancy of the leased premises. This indemnity often extends to related liabilities arising from the negligence of the indemnified parties, but usually excludes any liabilities caused by either their sole or gross negligence and their willful misconduct.

Certain of our credit agreements include provisions which require us to make payments to preserve an expected economic return to the lenders if that economic return is diminished due to certain changes in law or regulations. In certain of these credit agreements, we also bear the risk of certain changes in tax laws that would subject payments to non-U.S. lenders to withholding taxes.

In conjunction with certain transactions, such as sales or purchases of operating assets or services in the ordinary course of business, or the disposition of certain assets or businesses, we sometimes provide routine indemnifications, the terms of which range in duration and sometimes are not limited.

We cannot reasonably estimate our potential future payments under the indemnities and related provisions described above because we cannot predict when and under what circumstances these provisions may be triggered. We have no accrual related to indemnifications on our Consolidated Balance Sheets at June 30, 2007 and December 31, 2006.

Contingencies. We are involved in legal proceedings, claims and litigation arising in the ordinary course of business. We periodically assess our exposure related to these matters based on the information which is available. In accordance with SFAS No. 5, "Accounting for Contingencies," we have recorded accruals in our Consolidated Financial Statements for those matters in which it is probable that we have incurred a loss and the amount of the loss, or range of loss, can be reasonably estimated.

For other legal proceedings, claims and litigation, we have recorded loss contingencies that are immaterial, or we cannot reasonably estimate the potential loss because of uncertainties about the outcome of the matter and the amount of the loss or range of loss. We also accrue for unpaid legal fees for services performed to date. Although the final outcome of these other matters cannot be predicted with certainty, any possible adverse outcome arising from these matters is not expected to have a material impact on our Consolidated Financial Statements, either individually or in the aggregate. However, our evaluation of the likely impact of these matters may change in the future.

Tax Matters. In 2003, the Canada Revenue Agency ("CRA") issued Notices of Reassessment, asserting that Acrofax, Inc., a wholly-owned Canadian subsidiary of Equifax, is liable for additional tax for the 1995 through 2000 tax years, related to certain intercompany capital contributions and loans. The additional tax sought by the CRA for these periods ranges, based on alternative theories, from $8.1 million ($8.5 million in Canadian dollars) to $17.9 million ($19.0 million in Canadian dollars) plus interest and penalties. Subsequently in 2003, we made a statutorily-required deposit for a portion of the claim. We intend to vigorously contest these reassessments and do not believe we have violated any statutory provision or rule. While we believe our potential exposure is less than the asserted claims and not material to our Consolidated Financial Statements, if the final outcome of this matter was unfavorable to us, an additional claim may be filed by the local province. The likelihood and potential amount of such claim is unknown at this time. We cannot predict when this tax matter will be resolved.

For additional information about these and other commitments and contingencies, see Note 6 of the Notes to Consolidated Financial Statements in our 2006 Form 10-K.

6. INCOME TAXES

In July 2006, the FASB issued Interpretation No. 48, "Accounting for Uncertainty in Income Taxes—An Interpretation of FASB Statement No. 109" ("FIN 48"), which provides clarification related to the process associated with accounting for uncertain tax positions recognized in our Consolidated Financial Statements. FIN 48 prescribes a more-likely-than-not threshold for financial statement recognition and measurement of a tax position taken, or expected to be taken, in a tax return. FIN 48 also provides guidance related to, among other things, classification, accounting for interest and penalties associated with tax positions, and disclosure requirements. We adopted FIN 48 on January 1, 2007. For transition purposes, we adopted FIN 48 as a change in accounting principle through a cumulative-effect adjustment

to retained earnings. The impact of our reassessment of our tax positions in accordance with the requirements of FIN 48 was immaterial to our Consolidated Financial Statements.

We recognize interest and penalties accrued related to unrecognized tax benefits in the provision for income taxes on our Consolidated Statements of Income. Our classification of interest and penalties did not change as a result of adopting FIN 48.

We have a $31.7 million liability recorded for unrecognized tax benefits as of January 1, 2007, which includes interest and penalties of $5.8 million. The total amount of unrecognized benefits that, if recognized, would affect the effective tax rate is $26.7 million, which includes interest and penalties of $3.8 million. There have not been any material changes in our liability for unrecognized tax benefits, including interest and penalties, during the six months ended June 30, 2007. We do not currently anticipate that the total amount of unrecognized tax benefits will significantly increase or decrease within the next twelve months.

Equifax and its subsidiaries are subject to U.S federal, state and international income taxes. We are generally no longer subject to federal, state, or international income tax examinations by tax authorities for years before 2002, with few exceptions including those discussed below for Canada and the U.K. In Canada, we are under audit by the Canada Revenue Agency for the 1995 through 2002 tax years (see Note 5 of the Notes to Consolidated Financial Statements). For the U.K., tax years after 1999 are open.

Effective Tax Rate. Our effective income tax rate was 35.8% for the three months ended June 30, 2007, up from 31.8% for the same period in 2006 due primarily to a $14.1 million non-taxable litigation settlement gain recorded during the second quarter of 2006. Additionally, the June 30, 2007 rate reflects a lower foreign and state tax rate compared to the June 30, 2006 rate and a favorable discrete item related to our foreign tax credit utilization. The effective income tax rate was 36.1% for the six months ended June 30, 2007, up from 34.7% for the same period in 2006 due to the same factors discussed above.

7. BENEFIT PLANS

We have defined benefit pension plans and defined contribution plans. Substantially all U.S., Canadian and U.K. employees participate in one or more of these plans. We also maintain certain health care and life insurance benefit plans for eligible retired employees.

The following table provides the components of net periodic benefit cost for the three months ended June 30, 2007 and 2006:

	Pension Benefits		Other Benefits	
	Three Months Ended June 30,			
	2007	2006	2007	2006
	(In millions)			
Service cost	**$ 2.6**	$ 2.4	**$ 0.1**	$ 0.1
Interest cost	**8.3**	8.0	**0.4**	0.4
Expected return on plan assets	**(10.6)**	(10.3)	**(0.3)**	(0.3)
Amortization of prior service cost	**0.2**	0.1	**0.1**	0.1
Recognized actuarial loss	**2.2**	2.5	**0.1**	—
Total net periodic benefit cost	**$ 2.7**	$ 2.7	**$ 0.4**	$ 0.3

The following table provides the components of net periodic benefit cost for the six months ended June 30, 2007 and 2006:

	Pension Benefits		Other Benefits	
	Six Months Ended June 30,			
	2007	2006	2007	2006
	(In millions)			
Service cost	**$ 5.2**	$ 4.8	**$ 0.2**	$ 0.2
Interest cost	**16.6**	16.0	**0.9**	0.8
Expected return on plan assets	**(21.3)**	(20.5)	**(0.7)**	(0.6)
Amortization of prior service cost	**0.5**	0.3	**0.2**	0.2
Recognized actuarial loss	**4.4**	5.0	**0.1**	0.1
Total net periodic benefit cost	**$ 5.4**	$ 5.6	**$ 0.7**	$ 0.7

8. RELATED PARTY TRANSACTIONS

SunTrust Bank, N.A. ("SunTrust") and Bank of America, N.A. ("Bank of America") are both considered related parties in accordance with SFAS No. 57, "Related Party Disclosures," since members of our Board of Directors have affiliations with these companies. The following transactions during the second quarter of 2007 involved related parties:

- SunTrust Robinson Humphrey, a subsidiary of SunTrust, and Banc of America Securities, LLC, a subsidiary of Bank of America, each increased their lending commitments to $115.0 million under our Senior Credit Facility when we increased the aggregate borrowing limit under this facility to $850.0 million.
- These two companies also serve as dealers under our commercial paper program. Fees paid to the dealers related to our issuance of commercial paper during the second

quarter of 2007 are less than $0.1 million.

· Banc of America Securities, LLC and SunTrust Robinson Humphrey served as underwriters for our public offering of $550.0 million of Notes in June 2007 for which they were paid underwriting fees of approximately $1.4 million and $0.4 million, respectively.

There have not been any other material changes in transactions with related parties, other than those discussed in Note 13 of the Notes to Consolidated Financial Statements in our 2006 Form 10-K.

9. SEGMENT INFORMATION

Organizational Realignment. Effective January 1, 2007, we implemented certain organizational changes as result of a strategic review of our business. The changes to our internal structure changed our operating segments to the following: U.S. Consumer Information Solutions, International, North America Personal Solutions and North America Commercial Solutions. U.S. Consumer Information Solutions consists of the former Marketing Services and North America Information Services, excluding U.S. Commercial Services and Canada. North America Commercial Solutions represents our former commercial business for the U.S. and Canada that was within North America Information Services as well as our October 2006 acquisition of Austin-Tetra. International consists of our consumer business in Canada and all of our businesses in Europe and Latin America. North America Personal Solutions remains unchanged. Our financial results for the three and six months ended June 30, 2006 and as of December 31, 2006, have been recast below to reflect our new organizational structure.

Reportable Segments. Effective with our organizational realignment on January 1, 2007 and the acquisition of TALX on May 15, 2007, we manage our business and report our financial results through the following five reportable segments, which are the same as our operating segments:

· U.S. Consumer Information Solutions

· International

· North America Personal Solutions

· North America Commercial Solutions

· TALX

With the exception of the revenue recognition and intangible asset policies discussed in Note 1, the accounting policies of the reportable segments are the same as those described in our summary of significant accounting policies (see Note 1 of the Notes to Consolidated Financial Statements in our 2006 Form 10-K). We evaluate the performance of these reportable segments based on their operating revenues, operating income and operating margins, excluding any unusual or infrequent items, if any. Inter-segment sales and transfers are not material for all periods presented. The measurement criteria for segment profit or loss and segment assets are substantially the same for each reportable segment. All transactions between segments are accounted for at cost, and no timing differences occur between segments.

A summary of segment products and services under our new organizational structure is as follows:

U.S. Consumer Information Solutions. This segment includes consumer information services (such as credit information and credit scoring, credit modeling services, locate services, fraud detection and prevention services, identity verification services and other consulting services); mortgage loan origination information services; credit card marketing services; and consumer demographic and lifestyle information services.

International. This segment includes information services products, which includes consumer and commercial services (such as credit and financial information, credit scoring and credit modeling services), credit marketing products and services, and products and services sold directly to consumers.

North America Personal Solutions. This segment includes credit monitoring and identity theft protection products sold directly to consumers via the Internet and in various hard-copy formats.

North America Commercial Solutions. This segment includes commercial products and services such as business credit information, credit scores and portfolio analytics (decisioning tools), which are derived from our databases of business credit and financial information.

TALX. This segment includes employment and income verification services (known as The Work Number) and employment tax and talent management services.

Operating revenue and operating income by operating segment, as well as operating revenue by product and service line, or geographic region within our operating segments, during the three and six months ended June 30, 2007 and 2006 are as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
Operating revenue:	**2007**	**2006**	**2007**	**2006**
	(in millions)			
U.S. Consumer Information Solutions	**$ 250.0**	$ 245.4	**$ 497.1**	$ 486.0
International	**115.3**	100.2	**221.0**	192.8
North America Personal Solutions	**38.6**	31.2	**76.6**	61.8
North America Commercial Solutions	**15.3**	10.9	**29.7**	21.1
TALX	**35.3**	—	**35.3**	—
Total operating revenue	**$ 454.5**	$ 387.7	**$ 859.7**	$ 761.7

	Three Months Ended June 30,		Six Months Ended June 30,	
Operating income:	**2007**	**2006**	**2007**	**2006**
	(in millions)			
U.S. Consumer Information Solutions	**$ 101.0**	$ 102.0	**$ 202.8**	$ 201.8
International	**33.5**	29.8	**65.9**	56.5
North America Personal Solutions	**7.4**	(11.3)	**13.6**	(10.4)
North America Commercial Solutions	**1.0**	1.5	**2.3**	2.7
TALX	**4.5**	—	**4.5**	—
General Corporate Expense	**(27.6)**	(25.6)	**(52.4)**	(45.0)
Total operating income	**$ 119.8**	$ 96.4	**$ 236.7**	$ 205.6

Operating revenue:	Three Months Ended June 30, 2007	Three Months Ended June 30, 2006	Six Months Ended June 30, 2007	Six Months Ended June 30, 2006
	(in millions)			
Online Consumer Information Solutions	**$ 165.4**	$ 156.9	**$ 327.5**	$ 311.8
Mortgage Reporting Solutions	**19.0**	19.2	**36.5**	39.3
Credit Marketing Services	**39.6**	40.6	**80.0**	80.4
Direct Marketing Services	**26.0**	28.7	**53.1**	54.5
Total U.S. Consumer Information Solutions	**250.0**	245.4	**497.1**	486.0
Europe	**45.2**	37.6	**87.4**	72.5
Latin America	**44.1**	38.6	**83.8**	73.5
Canada Consumer	**26.0**	24.0	**49.8**	46.8
Total International	**115.3**	100.2	**221.0**	192.8
North America Personal Solutions	**38.6**	31.2	**76.6**	61.8
North America Commercial Solutions	**15.3**	10.9	**29.7**	21.1
The Work Number	**15.5**	—	**15.5**	—
Tax and Talent Management Services	**19.8**	—	**19.8**	—
Total TALX	**35.3**	—	**35.3**	—
Total operating revenue	**$ 454.5**	$ 387.7	**$ 859.7**	$ 761.7

Total assets by operating segment at June 30, 2007 and December 31, 2006 are as follows:

Total assets:	June 30, 2007	December 31, 2006
	(in millions)	
U.S. Consumer Information Solutions	**$ 1,042.0**	$ 1,023.7
International	**618.1**	574.4
North America Personal Solutions	**15.3**	14.3
North America Commercial Solutions	**75.5**	72.4
TALX	**1,554.3**	—
General Corporate	**308.5**	105.8
Total assets	**$3,613.7**	$ 1,790.6

10. SUBSEQUENT EVENT

Purchase of JV White Facility. On July 26, 2007, we purchased the building which houses our Atlanta, Georgia data center, the JV White Facility, for cash consideration of approximately $30.0 million and the assumption of a mortgage obligation from the prior owner of the JV White Facility of $12.8 million. The mortgage obligation has a fixed rate of interest of 4.25% per annum and is payable in annual installments until 2012. The issuer of the mortgage assumed by us is SunTrust Bank, which is a related party.

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

As used herein, the terms "Equifax," "the Company," "we," "our" and "us" refer to Equifax Inc., a Georgia corporation, and its consolidated subsidiaries as a combined entity, except where it is clear that the terms mean only Equifax Inc.

All references to earnings per share data in this MD&A are to diluted earnings per share unless otherwise noted. 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.

BUSINESS OVERVIEW

We collect, organize and manage numerous types of credit, financial, public record, demographic, tax, employment and marketing information regarding individuals and businesses. This information originates from a variety of sources including financial or credit granting institutions, which provide loan and accounts receivable information; governmental entities, which provide public records of bankruptcies, liens and judgments; mid to large-sized companies, which provide tax, employment and payroll records; and consumers who participate in surveys and submit warranty registration cards from which we gather demographic and marketing information. The original data is compiled and processed utilizing our proprietary software and systems and distributed to customers in a variety of user-friendly and value-add formats.

Our products and services include consumer credit information, information database management, marketing information, business credit information, decisioning and analytical tools, and employment and identity verification services which enable businesses to make informed decisions about extending credit or service, mitigate fraud, manage portfolio risk, develop marketing strategies for consumers and businesses and outsource certain payroll and human resources business processes. We also enable consumers to manage and protect their financial affairs through a portfolio of products that we sell directly to consumers via the Internet and in various hard-copy formats in certain countries.

Information. As discussed above, we collect, organize and manage numerous types of credit, financial, public record, demographic, tax, employment and marketing information regarding individuals and businesses. This information is the core of our business and provides us with many different opportunities to generate revenue, as evidenced by our various reportable segments and product lines discussed further below.

Analytics. We have developed modeling and analytical tools, which utilize scientific and mathematical processes, to provide customers with value-add insight and intelligence into their relationships with customers, as well as facilitate their consumer- and commercial-oriented decisioning activities. These decisioning activities include numerous types of consumer interactions including customer acquisition, relationship management (e.g., up-selling and cross-selling) and risk management.

Enabling Technologies. Our enabling technologies include products such as ePort, Equifax APPLY™, Decision Power, ID Authentication, Accel CM, Accel DM, LoanCenter and InterConnect. These platforms are generally distributed using the application service provider model to allow for ease of integration into customers' in-house technology systems and to leverage our extensive technological systems and communication networks. The use of these enabling technology platforms provides application processing and decisioning solutions that allow our customers to automate and simplify a broad set of complex business processes.

Services. Following our acquisition of TALX, we provide employment and income verification services, employment tax management and tax credit services, as well as talent management services, to assist our customers in improving the efficiency and effectiveness of their human resources and administrative functions.

Segment and Geographic Information

Segments. We are organized and report our business results in five reportable segments, which are the same as our operating segments: U.S. Consumer Information Solutions, International, North America Personal Solutions, North America Commercial Solutions and TALX.

The U.S. Consumer Information Solutions segment, the largest of our five segments, consists of four product and service lines: Online Consumer Information Solutions, Mortgage Reporting Solutions, Credit Marketing Services and Direct Marketing Services. Online Consumer Information Services and Mortgage Reporting Solutions revenue is principally transaction-based and is derived from our sales of the products such as consumer credit reporting and scoring, mortgage reporting, identity verification, fraud detection and modeling services, and certain of our decisioning products that facilitate and automate a variety of credit-oriented decisions, a significant majority of which are delivered electronically. Credit Marketing Services and Direct Marketing Services revenue is principally project-based and derived from our sales of products such as those that assist customers in acquiring new customers, cross-selling to existing customers and managing portfolio risk.

North America Personal Solutions revenue is both transaction- and subscription-based and is derived from sales of credit monitoring and identity theft protection products, which we deliver to consumers through the mail and electronically via the Internet.

North America Commercial Solutions revenue is principally transaction-based and is derived from the sale of business credit information, credit scores and portfolio analytics (decisioning tools) that enable customers to utilize our information to make financial, marketing and purchasing decisions related to businesses. This segment includes our acquisition of Austin-Tetra in October 2006.

The International segment consists of Canada Consumer, Europe and Latin America. Canada Consumer's products and services are similar to our consumer operations in the United States of America ("U.S."), while Europe and Latin America are made up of varying mixes of product lines including consumer, commercial, marketing services and personal solutions.

The TALX segment consists of The Work Number, with revenues primarily related to employment and income verification services, and Tax and Talent Management Services, whose product offerings include employment tax management and tax credit services as well as comprehensive talent management services.

For additional information regarding our reportable segments, including detailed financial results, see Note 9 of the Notes to Consolidated Financial Statements as well as further discussion within MD&A. Our financial results for the three and six months ended June 30, 2006 presented below have been recast to be consistent with our 2007 segment presentation.

Geographic Information. We currently operate in 14 countries: Argentina, Brazil, Canada, Chile, Costa Rica, El Salvador, Honduras, Peru, Portugal, the Republic of Ireland, Spain, the United Kingdom ("U.K."), Uruguay and the U.S.

Key Performance Indicators

Management focuses on a variety of key indicators to monitor operating and financial performance. These performance indicators include measurements of operating revenue, operating revenue growth,

operating income, operating margin, net income and diluted earnings per share. The key performance indicators for the three and six months ended June 30, 2007 and 2006, were as follows:

	Key Performance Indicators			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2007	2006	2007	2006
	(Dollars in millions, except per share data)			
Operating revenue	**$ 454.5**	$ 387.7	**$ 859.7**	$ 761.7
Operating revenue growth	**17%**	7%	**13%**	8%
Operating income	**$ 119.8**	$ 96.4	**$ 236.7**	$ 205.6
Operating margin	**26.4%**	24.9%	**27.5%**	27.0%
Net income	**$ 70.1**	$ 69.6	**$ 139.1**	$ 132.5
Diluted earnings per share	**$ 0.51**	$ 0.53	**$ 1.05**	$ 1.01

RESULTS OF OPERATIONS—THREE MONTHS ENDED JUNE 30, 2007 AND 2006

Consolidated Financial Results

Operating Revenue

Consolidated operating revenue increased $66.8 million, or 17%, to $454.5 million for the three months ended June 30, 2007, as compared to $387.7 million in the same period in 2006. This increase is primarily due to the acquisition of TALX as well as growth across all operating segments, with double-digit growth in International, North America Personal Solutions and North America Commercial Solutions. We recorded $35.3 million in revenue from TALX following its acquisition on May 15, 2007. Foreign currency had a $6.1 million favorable impact on the increase in our consolidated operating revenue for the quarter.

Operating Expenses and Operating Margin

Consolidated total operating expenses increased $43.4 million, or 15%, to $334.7 million for the three months ended June 30, 2007 as compared to $291.3 million in the same period in 2006. Cost of services in the second quarter of 2007 increased $28.1 million, or 17%, to $189.9 million when compared to the second quarter in 2006. TALX contributed $14.3 million of this increase. The remainder of the increase is primarily due to (1) higher production and related costs due to revenue growth, (2) expenditures to enhance the efficiency, effectiveness and reliability of our information technology platforms, processes, and development capabilities in support of our long-term growth strategy, (3) certain U.K. vendor price reductions received during the second quarter of 2006, which did not recur in the second quarter of 2007, and (4) higher contractor staffing costs due to increased call volume and a second outsourced call center related to North America Personal Solutions.

Selling, general and administrative expenses in the second quarter of 2007 increased $6.2 million, or 6%, to $115.2 million when compared to the same period a year ago. Operating expenses for the second quarter of 2006 included a $14.0 million provision for litigation related to our North America Personal Solutions operating segment that did not recur in 2007. TALX contributed $9.0 million of selling, general and administrative expenses during the second quarter following the acquisition. Selling, general and administrative expenses related to salaries and headcount, foreign currency impact, litigation costs, and expenses related to Austin-Tetra (which was acquired in October 2006) were higher in the second quarter of 2007 when compared to the same period in 2006. These increases were partially offset by lower personnel costs for Direct Marketing Services and lower advertising expenses related to North America Personal Solutions due to the elimination of less effective advertising channels.

Depreciation and amortization expenses in the second quarter of 2007 increased $9.1 million, or 44%, to $29.6 million when compared to the same period a year ago. TALX contributed $7.4 million of this

increase. The remainder of the increase is primarily due to our acquisition of Austin-Tetra in October 2006 and of three mortgage affiliates in the first quarter of 2007.

Consolidated operating margin for the three months ended June 30, 2007 was 26.4% as compared to 24.9% for the same period in 2006.

Other Income and Expenses, net

Other income and expenses, net, decreased $16.3 million to ($10.6) million for the three months ended June 30, 2007 as compared to $5.7 million in the same period in 2006. The decrease was primarily due to a $14.1 million non-taxable litigation settlement recorded in other income in the second quarter of 2006 and increased interest expense due to a higher level of debt during the second quarter of 2007 when compared with the same period in 2006.

Income Taxes

Our effective income tax rate was 35.8% for the three months ended June 30, 2007, up from 31.8% for the same period in 2006 due primarily to the benefit on our effective tax rate in 2006 of the $14.1 million non-taxable litigation settlement gain recorded during the second quarter of 2006. Additionally, the June 30, 2007 rate reflects a lower foreign and state tax rate compared to the June 30, 2006 rate and a favorable discrete item related to our foreign tax credit utilization.

Net Income

Net income for the three months ended June 30, 2007 was $70.1 million, up 1% compared to $69.6 million for the three months ended June 30, 2006. Earnings per share was $0.51 for the three months ended June 30, 2007, down 4% as compared to $0.53 for the same period a year ago, due primarily to the increase in our weighted-average shares outstanding resulting from our issuance of common stock in connection with the TALX acquisition, adjusted for share repurchases during the period.

Segment Financial Results

Our segment results for the three months ended June 30, 2007 and 2006 were as follows:

	Three Months Ended June 30,					
Operating revenue:	**2007**	**% of Revenue**	**2006***	**% of Revenue**	**$ Change**	**% Change**
			(in millions)			
U.S. Consumer Information Solutions	**$ 250.0**	**55%**	$ 245.4	63%	$ 4.6	2%
International	**115.3**	**25%**	100.2	26%	15.1	15%
North America Personal Solutions	**38.6**	**9%**	31.2	8%	7.4	24%
North America Commercial Solutions	**15.3**	**3%**	10.9	3%	4.4	41%
TALX	**35.3**	**8%**	—	nm	35.3	nm
Total operating revenue	**$ 454.5**	**100%**	$ 387.7	100%	$ 66.8	17%

	Three Months Ended June 30,					
Operating income:	**2007**	**Operating Margin**	**2006***	**Operating Margin**	**$ Change**	**% Change**
			(in millions)			
U.S. Consumer Information Solutions	**$ 101.0**	**40.4%**	$ 102.0	41.5%	$ (1.0)	-1%
International	**33.5**	**29.0%**	29.8	29.7%	3.7	12%
North America Personal Solutions	**7.4**	**19.0%**	(11.3)	-36.2%	18.7	165%
North America Commercial Solutions	**1.0**	**6.4%**	1.5	13.5%	(0.5)	-33%
TALX	**4.5**	**12.8%**	—	nm	4.5	nm
General Corporate Expense	**(27.6)**	**nm**	(25.6)	nm	(2.0)	-8%
Total operating income	**$ 119.8**	**26.4%**	$ 96.4	24.9%	$ 23.4	24%

nm—not meaningful

* Effective January 1, 2007, we completed our organizational realignment which changed our operating segments. Therefore, the first and second quarters of 2006 financial results have been recast to be consistent with the 2007 presentation.

Our operating revenue by product and service line, or geographic region within our reportable segments for the three months ended June 30, 2007 and 2006 was as follows:

	Three Months Ended June 30,					
Operating revenue:	**2007**	**% of Revenue**	**2006***	**% of Revenue**	**$ Change**	**% Change**
			(in millions)			
Online Consumer Information Solutions	**$ 165.4**	**36%**	$ 156.9	40%	$ 8.5	5%
Mortgage Reporting Solutions	**19.0**	**4%**	19.2	5%	(0.2)	-1%
Credit Marketing Services	**39.6**	**9%**	40.6	11%	(1.0)	-3%
Direct Marketing Services	**26.0**	**6%**	28.7	7%	(2.7)	-9%
Total U.S. Consumer Information Solutions	**250.0**	**55%**	245.4	63%	4.6	2%
Europe	**45.2**	**10%**	37.6	10%	7.6	20%
Latin America	**44.1**	**10%**	38.6	10%	5.5	14%
Canada Consumer	**26.0**	**5%**	24.0	6%	2.0	8%
Total International	**115.3**	**25%**	100.2	26%	15.1	15%
North America Personal Solutions	**38.6**	**9%**	31.2	8%	7.4	24%
North America Commercial Solutions	**15.3**	**3%**	10.9	3%	4.4	41%
The Work Number	**15.5**	**4%**	—	0%	15.5	nm
Tax and Talent Management Services	**19.8**	**4%**	—	0%	19.8	nm

Total TALX	**35.3**	**8%**	—	0%	35.3	nm
Total operating revenue	**$ 454.5**	**100%**	$ 387.7	100%	$ 66.8	17%

nm—not meaningful

* Effective January 1, 2007, we completed our organizational realignment which changed our operating segments. Therefore, the first and second quarters of 2006 financial results have been recast to be consistent with the 2007 presentation.

U.S. Consumer Information Solutions

For the three months ended June 30, 2007, total revenue for U.S. Consumer Information Solutions was $250.0 million, an increase of $4.6 million, or 2%, when compared to the same period in 2006, as discussed further below. Operating income was $101.0 million, a decrease of $1.0 million, or 1%, over the same period a year ago, driven by softness in Credit Marketing Services, Direct Marketing Services and Mortgage Reporting Solutions. Operating expenses, when compared to the second quarter of 2006, also

include higher costs while we migrate customers from an external processor to our internal platforms as well as higher litigation costs. U.S. Consumer Information Solutions operating margin was 40.4% for the three months ended June 30, 2007, versus 41.5% for the same period in 2006.

Online Consumer Information Solutions

Online Consumer Information Solutions revenue for the three months ended June 30, 2007 totaled $165.4 million, an increase of $8.5 million, or 5%, when compared to the same period in 2006. The rise in revenue was primarily due to favorable market conditions which led to volume and price increases related to resellers and small customers and volume increases related to a government agency. In our Online Consumer Information Solutions business, on-line volume was approximately 175 million transactions, up 9% year-over-year.

Mortgage Reporting Solutions

Mortgage Reporting Solutions revenue for the three months ended June 30, 2007 totaled $19.0 million, a decrease of $0.2 million, or 1%, when compared to the same period in 2006. The decline in revenue is primarily due to lower levels of activity in the mortgage market, including one large customer which stopped originating new mortgages in the second quarter of 2006. This decrease was partially offset by incremental revenue from our acquisitions of three mortgage affiliates in the first quarter of 2007.

Credit Marketing Services

Credit Marketing Services revenue for the three months ended June 30, 2007 totaled $39.6 million, a decrease of $1.0 million, or 3%, compared to the same period in 2006. The decrease in revenue is primarily due to reductions in prescreen activity, partially offset by increased revenues from portfolio review and data feed products. We believe this slight decrease in revenue when compared to the same period in 2006 will continue through the second half of the year.

Direct Marketing Services

Direct Marketing Services revenue for the three months ended June 30, 2007 totaled $26.0 million, a decrease of $2.7 million, or 9%, compared to the same period in 2006. The decrease in revenue is primarily due to reduced mailing volumes, driven in part by the increase in postage rates. This decrease was partially offset by new contracts to provide services through our Database Services offerings within Direct Marketing Services.

International

For the three months ended June 30, 2007, total revenue for International was $115.3 million, an increase of $15.1 million, or 15%, when compared to the same period in 2006, as discussed further below. Local currency fluctuation against the U.S. dollar favorably impacted our International revenue by $6.0 million. Revenue grew 9% in local currencies. Operating income was $33.5 million, an increase of $3.7 million, or 12%, over the same period a year ago. International's operating margin was 29.0% for the three months ended June 30, 2007, versus 29.7% for the same period in 2006. The decrease in operating margin was primarily driven by discounts received from a U.K. vendor in the second quarter of 2006 that were not repeated in 2007, partially offset by margin improvement in Latin America.

Europe

Europe revenue for the three months ended June 30, 2007 totaled $45.2 million, an increase of $7.6 million, or 20%, when compared to the same period in 2006. Local currency fluctuation against the U.S. dollar favorably impacted our Europe revenue by $3.5 million, or 9%, as revenue was up 11% in local currency. In addition to the favorable foreign currency impact, revenue increased due to higher sales volumes for our consumer risk products in the U.K. and Iberia. This increase was partially offset by lower average sales prices in the U.K.

Latin America

Latin America revenue for the three months ended June 30, 2007 totaled $44.1 million, an increase of $5.5 million, or 14%, when compared to the same period in 2006. Local currency fluctuation against the U.S. dollar impacted our Latin America revenue by $2.0 million, or 5%, as revenue was up 9% in local currency. The increase in revenue was primarily driven by volume growth for our online services in Chile, Argentina and Peru, as well as higher revenue associated with enabling technologies and marketing products in these countries. The favorable economic conditions in Argentina continued to be a factor in revenue growth during the quarter. This increase was partially offset by lower revenues from Brazil's commercial risk products due to decreased volumes from small- and medium-sized customers resulting from increased competition.

Canada Consumer

Canada Consumer revenue for the three months ended June 30, 2007 totaled $26.0 million, an increase of $2.0 million, or 8%, compared to the same period in 2006. Local currency fluctuation against the U.S. dollar impacted our Canada Consumer revenue by 2%, as revenue was up 6% in local currency. The increase in revenue was primarily driven by price and volume increases for our consumer risk products, as well as increased volumes for marketing products.

North America Personal Solutions

North America Personal Solutions revenue for the three months ended June 30, 2007 was $38.6 million, an increase of $7.4 million, or 24%, over the same period in

2006, primarily due to higher subscription revenue mainly associated with our 3-in-1 Monitoring, Credit Watch and ScoreWatch products. This was partially offset by a decline in transaction product revenue as we continue to focus on subscription products. Operating income for the three months ended June 30, 2007 totaled $7.4 million, an increase of $18.7 million from ($11.3) million for the same period a year ago. North America Personal Solutions operating margin was 19.0% for the three months ended June 30, 2007, versus (36.2%) for the same period in 2006. The increase in operating income was primarily due to revenue growth as we focus more on our subscription products and a $14.0 million provision for litigation recorded in the second quarter of 2006 which did not recur in 2007.

North America Commercial Solutions

North America Commercial Solutions revenue for the three months ended June 30, 2007 was $15.3 million, an increase of $4.4 million, or 41%, over the same period in 2006, due to revenue from our acquisition of Austin-Tetra in October 2006 as well as volume growth in the U.S. Commercial market as we continue to focus on growing this business. Local currency fluctuation against the U.S. dollar did not materially impact our North America Commercial Solutions revenue. Operating income for the three months ended June 30, 2007 totaled $1.0 million, a decrease of $0.5 million, or 33%, when compared to the same period a year ago. North America Commercial Solutions operating margin was 6.4% for the three months ended June 30, 2007, versus 13.5% for the same period in 2006. This decline is primarily due to

amortization expense in the second quarter of 2007 associated with purchased intangible assets from our acquisition of Austin-Tetra in October 2006.

TALX

Total revenue reported in the second quarter was $35.3 million for the partial quarter from the May 15, 2007 date of our acquisition of TALX. Operating income was $4.5 million and operating margin was 12.8% during this same period. TALX acquisition-related amortization expense was $6.6 million for the three months ended June 30, 2007.

The Work Number

Revenue from The Work Number was $15.5 million in the second quarter of 2007. Total records in The Work Number database grew to 152.3 million in the second quarter of 2007, up 5.3 million from the same period in 2006. Transaction volume for The Work Number was 3.5 million in the second quarter of 2007, up 15% from the same period in 2006.

Tax and Talent Management Services

Revenue from Tax and Talent Management Services was $19.8 million in the second quarter of 2007.

General Corporate Expense

Our general corporate expenses are costs incurred at the corporate level that are not directly associated with activities of a particular reportable segment. These expenses include shared services and administrative and legal expenses. General corporate expense was $27.6 million for the three months ended June 30, 2007, compared to $25.6 million for the same period in 2006. This increase was driven by growth in our overall business, including our acquisition of TALX; expansion of corporate capabilities in key support areas; and expenditures to enhance certain technology processes and development capabilities, all to support continued long-term growth.

RESULTS OF OPERATIONS—SIX MONTHS ENDED JUNE 30, 2007 AND 2006

Consolidated Financial Results

Operating Revenue

Consolidated operating revenue increased $98.0 million, or 13%, to $859.7 million for the six months ended June 30, 2007, as compared to $761.7 million in the same period in 2006. This increase is due to growth across all operating segments, with double-digit growth in International, North America Personal Solutions and North America Commercial Solutions, as well as incremental revenues of $35.3 million from TALX beginning May 15, 2007. Foreign currency had a $10.5 million favorable impact on the increase in our consolidated operating revenue.

Operating Expenses and Operating Margin

Consolidated total operating expenses increased $66.9 million, or 12%, to $623.0 million for the six months ended June 30, 2007 as compared to $556.1 million in the same period in 2006. Cost of services in the second quarter of 2007 increased $46.2 million, or 15%, to $359.2 million when compared to the second quarter in 2006. TALX contributed $14.3 million of this increase. The remainder of this increase is primarily due to (1) higher production and related costs due to revenue growth, (2) expenditures to enhance the efficiency, effectiveness and reliability of our information technology platforms, processes, and development capabilities in support of our long-term growth strategy, (3) certain U.K. vendor price reductions received during the first and second quarter of 2006, which did not recur in the first half of

2007, and (4) higher contractor staffing costs due to increased call volume and a second outsourced call center related to North America Personal Solutions.

Selling, general and administrative expenses in the six months ended 2007 increased $11.3 million, or 6%, to $212.8 million when compared to the same period a year ago. Operating expenses for the six months ended June 30, 2006 included a $14.0 million provision for litigation related to our North America Personal Solutions operating segment that did not recur in 2007. TALX contributed $9.0 million of selling, general and administrative expenses during the first half of 2007 following the acquisition. Selling, general and administrative expenses related to salaries and headcount, foreign currency impact, litigation costs, and expenses related to Austin Tetra (which was acquired in October 2006) were higher in the first half of 2007 when compared to the same period in 2006. These increases were partially offset by lower personnel costs for Direct Marketing Services and lower advertising expenses related to North America Personal Solutions due to the elimination of less effective advertising channels.

Depreciation and amortization expenses in the first six months of 2007 increased $9.5 million, or 23%, to $51.0 million when compared to the same period a year ago. TALX contributed $7.4 million of this increase. The remainder of the increase is primarily due to our acquisition of three mortgage affiliates in the first quarter of 2007.

Consolidated operating margin for the six months ended June 30, 2007 was 27.5% as compared to 27.0% for the same period in 2006.

Other Income and Expenses, net

Other income and expenses, net, decreased $16.6 million to ($19.2) million for the six months ended June 30, 2007 as compared to ($2.6) million in the same period in 2006. The decrease was primarily due to a $14.1 million non-taxable litigation settlement recorded in other income in the first half of 2006 and increased interest expense due to a higher level of debt during the second quarter of 2007 when compared with the same period in 2006.

Income Taxes

Our effective income tax rate was 36.1% for the six months ended June 30, 2007, up from 34.7% for the same period in 2006 due primarily to the $14.1 million non-taxable litigation settlement gain recorded during the second quarter of 2006. Additionally, the June 30, 2007 rate reflects a lower foreign and state tax rate compared to the June 30, 2006 rate and a favorable discrete item related to our foreign tax credit utilization.

Net Income

Net income for the six months ended June 30, 2007 was $139.1 million, up 5% compared to $132.5 million for the six months ended June 30, 2006. Earnings per share increased to $1.05 for the six months ended June 30, 2007, up 3% as compared to $1.01 for the same period a year ago, due to primarily higher net income. This was partially offset by the increase in our weighted-average shares outstanding resulting from our issuance of common stock in connection with the TALX acquisition, adjusted for share repurchases during the period.

Segment Financial Results

Our segment results for the six months ended June 30, 2007 and 2006 were as follows:

	Six Months Ended June 30,					
Operating revenue:	**2007**	**% of Revenue**	**2006***	**% of Revenue**	**$ Change**	**% Change**
			(in millions)			
U.S. Consumer Information Solutions	**$ 497.1**	**58%**	$ 486.0	64%	$ 11.1	2%
International	**221.0**	**26%**	192.8	25%	28.2	15%
North America Personal Solutions	**76.6**	**9%**	61.8	8%	14.8	24%
North America Commercial Solutions	**29.7**	**3%**	21.1	3%	8.6	41%
TALX	**35.3**	**4%**	—	nm	35.3	nm
Total operating revenue	**$ 859.7**	**100%**	$ 761.7	100%	$ 98.0	13%

	Six Months Ended June 30,					
Operating income:	**2007**	**Operating Margin**	**2006***	**Operating Margin**	**$ Change**	**% Change**
			(in millions)			
U.S. Consumer Information Solutions	**$ 202.8**	**40.8%**	$ 201.8	41.5%	$ 1.0	0%
International	**65.9**	**29.8%**	56.5	29.3%	9.4	17%
North America Personal Solutions	**13.6**	**17.8%**	(10.4)	-16.8%	24.0	231%
North America Commercial Solutions	**2.3**	**7.9%**	2.7	12.8%	(0.4)	-14%
TALX	**4.5**	**12.8%**	—	nm	4.5	nm
General Corporate Expense	**(52.4)**	**nm**	(45.0)	nm	(7.4)	-16%
Total operating income	**$ 236.7**	**27.5%**	$ 205.6	27.0%	$ 31.1	15%

nm—not meaningful

* Effective January 1, 2007, we completed our organizational realignment which changed our operating segments. Therefore, the first and second quarters of 2006 financial results have been recast to be consistent with the 2007 presentation.

Our operating revenue by product and service line, or geographic region within our reportable segments for the six months ended June 30, 2007 and 2006 was as follows:

	Six Months Ended June 30,					
Operating revenue:	**2007**	**% of Revenue**	**2006***	**% of Revenue**	**$ Change**	**% Change**
			(in millions)			
Online Consumer Information Solutions	**$ 327.5**	**38%**	$ 311.8	41%	$ 15.7	5%
Mortgage Reporting Solutions	**36.5**	**4%**	39.3	5%	(2.8)	-7%
Credit Marketing Services	**80.0**	**10%**	80.4	11%	(0.4)	-1%
Direct Marketing Services	**53.1**	**6%**	54.5	7%	(1.4)	-3%
Total U.S. Consumer Information Solutions	**497.1**	**58%**	486.0	64%	11.1	2%
Europe	**87.4**	**10%**	72.5	9%	14.9	21%
Latin America	**83.8**	**10%**	73.5	10%	10.3	14%
Canada Consumer	**49.8**	**6%**	46.8	6%	3.0	7%
Total International	**221.0**	**26%**	192.8	25%	28.2	15%
North America Personal Solutions	**76.6**	**9%**	61.8	8%	14.8	24%
North America Commercial Solutions	**29.7**	**3%**	21.1	3%	8.6	41%
The Work Number	**15.5**	**2%**	—	0%	15.5	nm
Tax and Talent Management Services	**19.8**	**2%**	—	0%	19.8	nm
Total TALX	**35.3**	**4%**	—	0%	35.3	nm
Total operating revenue	**$ 859.7**	**100%**	$ 761.7	100%	$ 98.0	13%

nm—not meaningful

* Effective January 1, 2007, we completed our organizational realignment which changed our operating segments. Therefore, the first and second quarters of 2006 financial results have been recast to be consistent with the 2007 presentation.

U.S. Consumer Information Solutions

For the six months ended June 30, 2007, total revenue for U.S. Consumer Information Solutions was $497.1 million, an increase of $11.1 million, or 2%, when compared to the same period in 2006, as discussed further below. Operating income was $202.8 million, an increase of $1.0 million over the same period a year ago, driven by growth in revenue, partially offset by higher operating expenses, including higher costs while we migrate customers from an external processor to our internal platforms as well as higher litigation costs. U.S. Consumer Information Solutions operating margin was 40.8% for the six months ended June 30, 2007, versus 41.5% for the same period in 2006.

Online Consumer Information Solutions

Online Consumer Information Solutions revenue for the six months ended June 30, 2007 totaled $327.5 million, an increase of $15.7 million, or 5%, when compared to the same period in 2006. The rise in revenue was primarily due to favorable market conditions which led to volume and price increases related to resellers and small customers and volume increases related to a government agency. This was partially offset by declines associated with certain of our large financial services customers. In our Online Consumer Information Solutions business, on-line volume was approximately 345 million transactions, up 10% year-over-year.

Mortgage Reporting Solutions

Mortgage Reporting Solutions revenue for the six months ended June 30, 2007 totaled $36.5 million, a decrease of $2.8 million, or 7%, when compared to the same period in 2006. The decline in revenue is primarily due to lower levels of activity in the mortgage market generally and to one large customer, which stopped originating new mortgages in the second quarter of 2006 and accounted for approximately half of the decline. This decrease was partially offset by incremental revenue from our acquisition of three mortgage affiliates in the first quarter of 2007.

Credit Marketing Services

Credit Marketing Services revenue for the six months ended June 30, 2007 totaled $80.0 million, a decrease of $0.4 million, or 1%, compared to the same period in 2006. The decrease in revenue is primarily due to reductions in prescreen activity. This decrease is partially offset by increased revenues from portfolio management and review products.

Direct Marketing Services

Direct Marketing Services revenue for the six months ended June 30, 2007 totaled $53.1 million, a decrease of $1.4 million, or 3%, compared to the same period in 2006. The decrease in revenue is primarily due to reduced mailing volumes, driven in part by the increase in postage rates. This decrease was partially offset by new contracts to provide services through our Database Services offerings within Direct Marketing Services.

International

For the six months ended June 30, 2007, total revenue for International was $221.0 million, an increase of $28.2 million, or 15%, when compared to the same period in 2006, as discussed further below. Local currency fluctuation against the U.S. dollar favorably impacted our International revenue by $10.4 million. Revenue grew 9% in local currencies. Operating income was $65.9 million, an increase of $9.4 million, or 17%, over the same period a year ago. International's operating margin was 29.8% for the six months ended June 30, 2007, versus 29.3% for the same period in 2006. The increase in operating margin was primarily driven by revenue growth, mainly in Chile, Argentina and Canada. This increase was partially offset by certain U.K. vendor price reductions received during the first six months of 2006, which did not recur in the first six months of 2007.

Europe

Europe revenue for the six months ended June 30, 2007 totaled $87.4 million, an increase of $14.9 million, or 21%, when compared to the same period in 2006. Local currency fluctuation against the U.S. dollar favorably impacted our Europe revenue by $7.7 million, or 11%, as revenue was up 10% in local currency. In addition to the favorable foreign currency impact, revenue increased due to higher sales volumes for our consumer risk products in the U.K. and Iberia. This increase was partially offset by lower average sales prices in the U.K.

Latin America

Latin America revenue for the six months ended June 30, 2007 totaled $83.8 million, an increase of $10.3 million, or 14%, when compared to the same period in 2006. Local currency fluctuation against the U.S. dollar impacted our Latin America revenue by $2.5 million, or 3%, as revenue was up 11% in local currency. The increase in revenue was primarily driven by volume growth for our online services in Chile, Argentina and Peru, as well as higher revenue associated with enabling technologies and marketing products in these countries. The favorable economic conditions in Argentina continued to be a factor in

revenue growth during the quarter. This increase was partially offset by lower revenues from Brazil's commercial risk products due to decreased volumes from small- and medium-sized customers resulting from increased competition.

Canada Consumer

Canada Consumer revenue for the six months ended June 30, 2007 totaled $49.8 million, an increase of $3.0 million, or 7%, compared to the same period in 2006. Local currency fluctuation against the U.S. dollar did not materially impact our Canada Consumer revenue, as revenue was up 6% in local currency. The increase in revenue was primarily driven by increased volumes for marketing products, as well as price and volume increases for our consumer risk products.

North America Personal Solutions

North America Personal Solutions revenue for the six months ended June 30, 2007 was $76.6 million, an increase of $14.8 million, or 24%, over the same period in 2006, primarily due to higher subscription revenue mainly associated with our 3-in-1 Monitoring, Credit Watch and ScoreWatch products. This was partially offset by a decline in transaction product revenue as we continue to focus on subscription products. Operating income for the six months ended June 30, 2007 totaled $13.6 million, an increase of $24.0 million from ($10.4) million for the same period a year ago. North America Personal Solutions operating margin was 17.8% for the six months ended June 30, 2007, versus (16.8%) for the same period in 2006. The increase in operating income was primarily due to revenue growth as we focus more on our subscription products and a $14.0 million provision for litigation recorded in the second quarter of 2006.

North America Commercial Solutions

North America Commercial Solutions revenue for the six months ended June 30, 2007 was $29.7 million, an increase of $8.6 million, or 41%, over the same period in 2006, due to revenue from our acquisition of Austin-Tetra in October 2006 as well as volume growth in the U.S. Commercial market as we continue to focus on growing this business. Local currency fluctuation against the U.S. dollar did not materially impact our North America Commercial Solutions revenue. Operating income for the six months

ended June 30, 2007 totaled $2.3 million, a decrease of $0.4 million, or 14%, when compared to the same period a year ago. North America Commercial Solutions operating margin was 7.9% for the six months ended June 30, 2007, versus 12.8% for the same period in 2006. This decline is primarily due to amortization expense in the first six months of 2007 associated with purchased intangible assets from our acquisition of Austin-Tetra in October 2006.

TALX

Total revenue reported for the six months ended June 30, 2007 was $35.3 million following our May 15, 2007 acquisition. Operating income was $4.5 million and operating margin was 12.8% for this same period. TALX acquisition-related amortization expense was $6.6 million for the six months ended June 30, 2007.

The Work Number

Revenue from The Work Number was $15.5 million in the six months ended June 30, 2007.

Tax and Talent Management Services

Revenue from Tax and Talent Management Services was $19.8 million in the six months ended June 30, 2007.

General Corporate Expense

Our general corporate expenses are costs incurred at the corporate level that are not directly associated with activities of a particular reportable segment. These expenses include shared services and administrative and legal expenses. General corporate expense was $52.4 million for the six months ended June 30, 2007, compared to $45.0 million for the same period in 2006. This increase was driven by growth in our overall business, including our acquisition of TALX; expansion of corporate capabilities in key support areas; and expenditures to enhance certain technology processes and development capabilities, all to support continued long-term growth.

LIQUIDITY AND FINANCIAL CONDITION

As of June 30, 2007, we had $264.2 million in cash and cash equivalents compared to $67.8 million at December 31, 2006. Our principal sources of liquidity are cash provided by operating activities, our revolving credit facility, our commercial paper program and proceeds from our recently completed Note issuances. Our ability to generate cash from operating activities is one of our fundamental financial strengths. We believe that anticipated cash provided by operating activities, together with current cash and cash equivalents and access to committed and uncommitted credit facilities and the capital markets, if required, will be sufficient to meet our projected cash requirements for the next twelve months, and the foreseeable future thereafter. However, any projections of future liquidity needs and cash flows are subject to substantial uncertainty. We have $250.0 million in principal relating to our 4.95% senior unsecured notes due November 1, 2007. Upon maturity, we intend to either pay this obligation through a combination of borrowings under our credit facilities and cash and cash equivalents available at that time, or refinance these notes with short-term debt, assuming such financing is available to us on acceptable terms.

In the normal course of business, we will consider the acquisition of, or investment in, complementary businesses or joint ventures, products, services and technologies, capital expenditures, payment of dividends, repurchase of outstanding shares of common stock and the retirement of debt. We may elect to use available cash and cash equivalents to fund such activities in the future. In the event additional liquidity needs arise, we may raise funds from a combination of sources, including the potential issuance of debt or equity securities. If adequate funds were not available to us, or were not available on acceptable terms, our ability to meet unanticipated working capital requirements or respond to business opportunities and competitive pressures could be limited.

Fund Transfer Limitations. The ability of certain of our subsidiaries and associated companies to transfer funds to us is limited, in some cases, by certain restrictions imposed by foreign governments, which do not, individually or in the aggregate, materially limit our ability to serve our indebtedness, meet our current obligations or pay dividends.

Cash Provided by Operating Activities

For the six months ended June 30, 2007, we generated $153.1 million of cash provided by operating activities compared to $154.8 million for the six months ended June 30, 2006. The decrease in cash provided by operating activities was primarily due to the slight increase in net income, which includes higher amounts of depreciation and amortization, offset by uses of cash for net working capital and other assets and liabilities.

Seasonality

Revenue generated from our employment tax management services, a component of the Tax and Talent Management business within the TALX operating segment, is generally higher in our first fiscal quarter as certain client contracts allow us to bill additional fees based upon actual annual claims volume. Additionally, our tax planning business, also a component of the Tax and Talent Management business,

and our W-2 business, a component of The Work Number business, have inherent seasonalities, which favor our first fiscal quarter, based upon the general nature of the respective services provided.

Capital Expenditures

Capital expenditures, which consist of additions to property and equipment as well as other assets, totaled $31.8 million and $26.5 million for the six months ended June 30, 2007 and 2006, respectively. Our capital expenditures are used for developing, enhancing and deploying new and existing technology platforms, replacing or adding equipment, updating systems for regulatory compliance, the licensing of software applications and investing in disaster recovery system enhancements.

On July 26, 2007, we purchased the building which houses our Atlanta, Georgia data center, the JV White Facility, for cash consideration of approximately $30.0 million and the assumption of a mortgage obligation from the prior owner of the JV White Facility of $12.8 million. The mortgage obligation has a fixed rate of interest of 4.25% per annum and is payable in annual installments until 2012. The issuer of the mortgage assumed by us is SunTrust Bank, which is a related party.

Acquisition

TALX Acquisition. On May 15, 2007, we acquired all the outstanding shares of TALX Corporation ("TALX"), a leading provider of employment and income verification and human resources business process outsourcing services. The acquisition aligns with our long-term growth strategy of expanding into new markets with unique data and analytics. Under the terms of the transaction, we issued 20.6 million shares of Equifax common stock, issued 1.9 million fully-vested options to purchase Equifax common stock and paid approximately $269.0 million in cash, net of cash acquired, plus transaction costs of approximately $18.0 million. We also assumed TALX's outstanding debt, which had a fair value totaling $177.6 million at May 15, 2007. This amount was comprised of $96.6 million under a long-term revolving credit facility, which we subsequently repaid, and $75.0 million principal amount of $7.34% senior notes, which becomes due in five annual installments commencing on May 25, 2010. We

financed the cash portion of the acquisition initially with borrowings under our Senior Revolving Credit facility, and subsequently refinanced this debt with issuances under a new commercial paper program.

Borrowings and Credit Facility Availability

Net short-term borrowings totaled $97.1 million during the six months ended June 30, 2007 and $3.3 million during the six months ended June 30, 2006. This increase primarily represents net borrowings under our $850.0 million commercial paper program, partially offset by net repayments of approximately $80.0 million under our trade receivables-backed, revolving credit facility. During the three months ended June 30, 2007, we used a portion of the proceeds from our commercial paper program to reduce the amounts outstanding on both our trade receivables-backed facility and our $850.0 million senior unsecured revolving credit facility which expires in July 2011 (the "Senior Credit Facility.") Net proceeds from the sale of new commercial paper instruments are also used to pay off existing commercial paper instruments as they mature. Based on the calculation of the borrowing bases applicable at June 30, 2007, $672.9 million was available for borrowing and $177.1 million was outstanding under our commercial paper program, and $106.5 million was available for borrowing and there were no outstanding borrowings under our trade receivables-backed facility.

Net repayments under long-term revolving credit facilities were $121.6 million and $30.0 million during the six months ended June 30, 2007 and 2006, respectively. This activity primarily represents net repayments under our Senior Credit Facility and the repayment of $96.6 million outstanding under a long-term revolving credit facility that we assumed in the acquisition of TALX, which we subsequently terminated. At June 30, 2007, there were no outstanding borrowings under our Senior Credit Facility.

On June 28, 2007, we issued $300.0 million principal amount of 6.3%, ten-year senior notes and $250.0 million principal amount of 7.0%, thirty-year senior notes (collectively, the "Notes") in underwritten public offerings. We used a portion of the net proceeds from the sale of the Notes to reduce the amount outstanding in our commercial paper program. In conjunction with the sale of the Notes, we entered into cash flow hedges on $200.0 million and $250.0 million notional amount, respectively, of ten-year and thirty-year Treasury notes. These hedges were settled in cash on June 25 and June 26, 2007, respectively, the date the Notes were sold, requiring a cash payment by us of $1.9 million and $3.0 million, respectively.

We are a party to a credit agreement with a Canadian financial institution that provides for a C$25.0 million, 364-day revolving credit agreement which expires September 30, 2007. During the second quarter of 2007, there was no activity under this facility. At June 30, 2007, there were no outstanding borrowings under this facility.

At June 30, 2007, 85% of our debt was fixed rate debt and 15% was variable rate debt. Our outstanding variable rate debt at June 30, 2007 consisted of short-term debt instruments issued under our commercial paper program; the weighted-average interest rate on this commercial paper was 5.41% per annum. We were in compliance with all of our financial and non-financial debt covenants at June 30, 2007.

For additional information about our debt, including the terms of our financing arrangements, the basis for variable interest rates and debt covenants, see Note 5 of the Notes to Consolidated Financial Statements in our 2006 Form 10-K and Note 4 of the Notes to Consolidated Financial Statements in this Form 10-Q.

Equity Transactions

Sources and uses of cash related to equity during the six months ended June, 2007 and 2006 were as follows:

- We purchased a total of 4.2 million shares of our common stock under our previously announced share buy back program for $179.3 million on the open market (approximately $9.0 million of purchases was accrued for at June 30, 2007), with an average price per share of $42.91 during the six months ended June 30, 2007. We did not purchase any shares of our common stock under this program during the first quarter of 2007. At June 30, 2007, the amount available for future share repurchases under this program was $603.3 million. We financed these share repurchases using cash provided by operating activities, our commercial paper program, and the issuance of new debt. At July 27, 2007, we had acquired an additional 2.0 million shares for $86.7 million since June 30, 2007. For additional information about our commercial paper program and the issuance of new debt, see Note 4 of the Notes to Consolidated Financial Statements.
- Our dividends per share were $0.08 per share for both periods presented. We paid cash dividends of $10.0 million and $10.3 million, respectively, for the two periods presented.
- We received cash of $22.4 million and $13.4 million, respectively, from the exercise of stock options.

Contractual Obligations, Commercial Commitments and Other Contingencies

Our contractual obligations have materially changed from those reported in our 2006 Form 10-K due to our acquisition of TALX and the issuance of additional debt instruments. As of the closing of the TALX acquisition in May 2007, we assumed and guaranteed $75.0 million principal amount of TALX's senior guaranteed notes (the "TALX Notes"). We are required to repay the principal amount of these notes in five annual installments commencing on May 25, 2010. On June 28, 2007, we issued $550.0 million of Notes in underwritten public offerings. The Notes have maturity dates in 2017 and 2037, respectively. Future interest payments for the TALX Notes and the Notes are approximately $22.0 million for the remainder of 2007 and approximately $42.0 million each year until the TALX Notes annual installment payments begin in 2010. Following payment of the outstanding principal of the TALX Notes in 2014, interest obligations are expected to be approximately $37.0 million until the principal balance of the ten-year notes is paid in 2017.

Computer Sciences Corporation ("CSC") has an option to sell its credit reporting business to us any time prior to 2013. We estimate the price range for purchasing that business to be approximately $650.0 million to $725.0 million, based on our internal analysis of the value of the business, current market conditions and other factors, all of which are subject to constant change. We also have an option to purchase CSC's credit reporting business if CSC does not elect to renew its operating agreement with us on July 31, 2008.

For additional information about certain obligations and contingencies, including those related to CSC, see Note 5 of the Notes to Consolidated Financial Statements in this Form 10-Q.

Off-Balance Sheet Arrangements

Other than facility leasing arrangements, we do not engage in off-balance sheet financing activities. In 1998, we entered into a synthetic lease on our Atlanta corporate headquarters building in order to obtain favorable financing terms with regard to this facility. This $29.0 million lease expires in 2010. Lease payments for the remaining term totaled $5.0 million at June 30, 2007. Under this synthetic lease arrangement, we have guaranteed the residual value of the leased property to the lessor. In the event that the property were to be sold by the lessor at the end of the lease term, we would be responsible for any shortfall of the sales proceeds, up to a maximum amount of $23.2 million, which equals 80% of the value of the property at the beginning of the lease term. The liability for this potential shortfall, which we estimated at $1.4 million at June 30, 2007 and December 31, 2006, is recorded in other long-term liabilities on our Consolidated Balance Sheets.

Related Party Transactions

We engage in various transactions and arrangements with related parties. We believe the terms of the transactions and arrangements do not differ from those that would

have been negotiated with an independent party. For additional information about our related parties and associated transactions, see Note 8 of the Notes to the Consolidated Financial Statements in this Form 10-Q and Note 13 of the Notes to Consolidated Financial Statements in our 2006 Form 10-K.

Pension Plans

We sponsor two non-contributory qualified defined benefit retirement plans covering certain inactive retired and terminated vested participants (the U.S. Retirement Income Plan, or "USRIP") and all eligible actively employed participants, and certain inactive retired and terminated vested participants (the Equifax Inc. Pension Plan, or "EIPP"). We also maintain a defined benefit plan for most salaried and hourly employees in Canada (the Canadian Retirement Income Plan, or "CRIP"). Benefits of these plans are

primarily a function of salary and years of service. We also maintain two supplemental executive retirement plans. Substantially all employees participate in one or more of these plans.

No prior service time will be awarded for employees of TALX who remain with our company following the May 2007 acquisition.

Significant U.S. Pension Plans. At December 31, 2006, the USRIP and the EIPP met or exceeded ERISA's minimum funding requirements. We do not expect to have to make any minimum funding contributions under ERISA for 2007 with respect to the USRIP or the EIPP based on applicable law as currently in effect. In January 2007, however, we made a discretionary contribution of $12.0 million to the EIPP. In the future, we will make minimum funding contributions as required and may make discretionary contributions, depending on certain circumstances, including market conditions and liquidity needs. We are continuing to evaluate the impact the federal Pension Protection Act of 2006 may have on our future funding requirements and our Consolidated Financial Statements. This new pension law changes the method of valuing pension plan assets and liabilities for funding purposes, as well as minimum contribution levels required in 2008.

The discount rate assumption used to calculate annual expense was 5.70% for the USRIP and 5.89% for the EIPP for the twelve months ended December 31, 2006. In 2007, the discount rate used to calculate the annual SFAS No. 87, "Employers' Accounting for Pensions" ("SFAS 87"), expense is 5.85% for the USRIP and 6.11% for the EIPP. The increase in discount rate is due to the general rise in long-term interest rates and the consequent effect on the yields of the hypothetical portfolio of long-term corporate bonds, which are used to determine the discount rate.

The expected rate of return on pension plan assets should approximate the actual long-term investment gain on those assets. The expected rate of return on plan assets used to calculate annual expense was 8.00% for the USRIP and 8.25% for the EIPP for the twelve months ended December 31, 2006. In 2007, the expected rate of return on plan assets used to calculate the annual SFAS 87 expense will be the same as 2006 for both plans.

Other Pension Plans. For our non-U.S. tax-qualified retirement plans, we fund at least the amounts sufficient to meet minimum funding requirements, but no more than allowed as a tax deduction pursuant to applicable tax regulations. For the non-qualified supplementary retirement plans, we fund the benefits as they are paid to retired participants, but accrue the associated expense and liabilities in accordance with U.S. generally accepted accounting principles.

For additional information about our benefit plans, see Note 9 of the Notes to Consolidated Financial Statements in our 2006 Form 10-K.

RECENT ACCOUNTING PRONOUNCEMENTS

For information about new accounting pronouncements and the potential impact on our Consolidated Financial Statements, see Note 1 of the Notes to Consolidated Financial Statements in this Form 10-Q and Note 1 of the Notes to Consolidated Financial Statements in our 2006 Form 10-K.

APPLICATION OF CRITICAL ACCOUNTING POLICIES

The preparation of our Consolidated Financial Statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses. We believe the most complex and sensitive judgments, because of their significance to the Consolidated Financial Statements, result primarily from the need to make estimates and assumptions about the effects of matters that are inherently uncertain. The "Application of Critical Accounting Policies" section on page 46, and Note 1 to the Consolidated Financial Statements, in our 2006 Form 10-K describe the significant accounting estimates and policies used in preparation of the Consolidated Financial Statements. Actual

results in these areas could differ materially from our estimates. We have considered how the acquisition of TALX has affected our critical accounting policies and note that, aside from the impact on our policies for revenue recognition, the TALX acquisition has not had a significant impact on our critical accounting policies. We have also expanded our discussion of our accounting for income taxes to include our adoption of FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes—An Interpretation of FASB Statement No. 109" ("FIN 48").

Revenue Recognition. As a result of our May 2007 acquisition of TALX, we have expanded certain of our revenue recognition policies to account for our new operations. TALX revenues are generally recognized pursuant to annual or multi-year contracts.

Revenues from The Work Number business are realized primarily from transaction or monthly fees and, to a lesser degree, based on up-front set-up fees and periodic maintenance fees. Revenues for transaction fees are recognized in the period that they are earned, based on fees charged to users at the time they conduct verifications of employment and income. The revenue for set-up fees and monthly maintenance fees is recognized on a straight-line basis from the time the service is available to be used by our clients through the end of the service period.

Certain revenues from the Tax and Talent Management Services business are recognized in the period that they are earned, as the services are provided. Employment tax management revenue that is contingent upon achieving certain performance criteria is recognized when those criteria are met. We realize revenues in our tax credits and incentives contracts on a contingent basis, as a percentage of the tax credits and incentives delivered to our clients.

In relationships with certain of our TALX customers, we enter into agreements with more than one of our service offerings included in the arrangement. In accordance with the consensus of Emerging Issues Task Force Issue No. 00-21, as these fee arrangements are similar to those charged to other clients, we recognize revenue on the basis of the fair values of the underlying services.

Income Taxes. We account for income taxes in accordance with SFAS No. 109, "Accounting for Income Taxes." As part of the process of preparing our Consolidated Financial Statements, we are required to estimate our income taxes in each of the domestic and international jurisdictions in which we operate. This process involves us estimating our current tax exposure together with assessing temporary differences resulting from differing treatment of items for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included in our Consolidated Balance Sheets. We are required to assess the likelihood that our net deferred tax assets will be recovered from future taxable income or other tax planning strategies. To the extent we believe that recovery is not likely, we must establish a valuation allowance to reduce the deferred tax asset to the amount we estimate will be recoverable. To the extent we establish a valuation allowance or increase this allowance in a period, we must include an expense within the tax provision in the Consolidated Statement of Income. A valuation allowance is currently set against certain net deferred tax assets because we believe it is more likely than not that these deferred tax assets will not be realized through the generation of future taxable income or other tax planning

strategies. Significant management judgment is required in determining our provision for income taxes, our deferred tax assets and liabilities, and our future taxable income for purposes of assessing our ability to realize any future benefit from our deferred tax assets.

Our income tax provisions are based on assumptions and calculations which will be subject to examination by various tax authorities. Historically, we record tax benefits for positions in which we believe they are probable of being sustained under such examinations. In July 2006, the FASB issued FIN 48, which provides clarification related to the process associated with accounting for uncertain tax positions recognized in our Consolidated Financial Statements. FIN 48 prescribes a more-likely-than-not threshold for financial statement recognition and measurement of a tax position taken, or expected to be taken, in a tax return. Regularly, we assess the potential outcome of such examinations to determine the adequacy of

our income tax accruals. We adjust our income tax provision during the period in which we determine new facts or circumstances arise, or when actual results of the examinations may differ from our estimates. Changes in tax laws and rates are reflected in our income tax provision in the period in which they occur.

Changes in these assumptions in future periods or actual results different from our estimates may have a material impact on our Consolidated Financial Statements. For additional information about our income taxes, see Note 6 of the Notes to Consolidated Financial Statements in this Form 10-Q.

FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains certain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by words such as "may," "could," "should," "would," "believe," "expect," "anticipate," "estimate," "intend," "seek," "plan," "project," "continue," "predict" or words of similar meaning and include, but are not limited to, statements regarding the outlook for our future business and financial performance. Forward-looking statements are based on management's current expectations and assumptions, which are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. Actual outcomes and results may differ materially due to global political, economic, business, competitive, market, regulatory and other factors, including the items identified in Part II, Item 1A, "Risk Factors" in this Form 10-Q, in our 2006 Form 10-K under "Forward-Looking Statements" on page 2 and "Risk Factors" in Part I, Item 1A, each of which is incorporated by reference herein, and in our other filings with the SEC. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise.

The important factors that could cause actual results to differ materially from those in our specific forward-looking statements included in this Form 10-Q include, but are not limited to, the following:

- Regarding our future liquidity needs discussed under "Liquidity and Financial Condition," our ability to generate cash from operating activities and any declines in our credit ratings or financial condition which could restrict our access to the capital markets or materially increase our financing costs;
- With respect to our pension funding obligations and expected rate of return on plan assets discussed in "Pension Plans" in MD&A, the impact of changes in accounting standards and pension funding laws and regulations, measurement of pension and other postretirement plan assets and pension liabilities, actuarial assumptions and future investment returns on pension assets and pension liabilities;
- With respect to Note 5 of the Notes to Consolidated Financial Statements, "Commitments and Contingencies", and "Contractual Obligations, Commercial Commitments and Other Contingencies" in MD&A, changes in the market value of our assets or the actual cost of our commitments or contingencies, including, without limitation, the negotiated or appraised price payable under the CSC option, if exercised, and the outcome of our pending litigation referenced therein and in Part II, Item 1, "Legal Proceedings";
- Regarding Note 3 of the Notes to Consolidated Financial Statements, estimated future amortization expense related to definite-lived purchased intangible assets at June 30, 2007, our ability to accurately estimate the fair value of such assets;
- With respect to revenue trends in Credit Marketing Services discussed under three month and six month Segment Financial Results under "Credit Marketing Services" in MD&A, the actual level of demand for our pre-screen services; and

- Regarding Notes 2 and 3 of the Notes to Consolidated Financial Statements, the fact that amounts recorded at June 30, 2007, related to the acquisition of TALX, and the associated estimates of future amortization, are preliminary estimates and are subject to refinement over the coming periods.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The issuance of an aggregate of $550.0 million of ten-year and thirty-year fixed rate senior notes, the assumption of $75.0 million in senior guaranteed notes in the TALX acquisition, and the commencement of a commercial paper program on May 22, 2007 to refinance other outstanding debt has changed our exposure to interest rate risk. At June 30, 2007, our weighted average cost of debt was 6.2%, and the weighted-average life of debt was 11.9 years. At June 30, 2007, 85% of our debt was fixed rate, and the remaining 15% of our debt was variable rate. We entered into and settled several hedging arrangements during the three months ended June 30, 2007 in order to reduce our interest rate exposure related to the issuance of a portion of the ten- and thirty-year fixed rate senior notes.

Based on our current mix of fixed-rate and variable-rate debt, we do not have material exposure to interest rate risk. In the future, if our mix of fixed-rate and variable-rate debt were to change due to additional borrowing under existing variable-rate credit facilities or new variable-rate debt instruments, we could have exposure to interest rate risk. The nature and amount of our long-term and short-term debt, as well as the proportionate amount of fixed-rate and variable-rate debt, can be expected to vary as a result of future business requirements, market conditions and other factors. For additional information about our debt, including the hedging arrangements mentioned above, see Note 4 of the Notes to Consolidated Financial Statements.

There were no material changes to our foreign currency exchange market risk exposure during the six months ended June 30, 2007. For additional information regarding our exposure to certain market risk, see "Quantitative and Qualitative Disclosures about Market Risk," in Part II, Item 7A of our 2006 Form 10-K.

ITEM 4. CONTROLS AND PROCEDURES

As required by Rule 13a-15 under the Securities Exchange Act of 1934, an evaluation was carried out under the supervision and with the participation of our management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of June 30, 2007. Based upon this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of June 30, 2007, our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in the reports that we file or submit under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the applicable rules and forms and that it is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Upon our acquisition of TALX Corporation on May 15, 2007, we expanded our internal controls over financial reporting to include the consolidation of TALX's results of operations, financial statement disclosures and certain processes and systems that were integrated in the second quarter of 2007. There were no other changes in our internal control over financial reporting during the quarter ended June 30, 2007 that have materially affected, or are reasonably likely to materially affect, our internal control over

financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Equifax, certain of its subsidiaries, and other persons have been named as parties in various legal actions and administrative proceedings arising in connection with the operation of Equifax's businesses. In most cases, plaintiffs seek unspecified damages and other relief. These actions include the following:

Naviant Arbitration and Litigation. We commenced an arbitration proceeding against the shareholder sellers of Naviant, Inc., which we acquired in 2002, claiming they breached various representations and warranties concerning information furnished to us in connection with the acquisition transaction. We also filed a lawsuit on August 13, 2004, in the U.S. District Court for the Southern District of Florida, in a case captioned *Equifax Inc. and Naviant Inc. v. Austin Ventures VII, L.P, et al*, to preserve our legal claims against these shareholder sellers. The litigation was stayed pending the outcome of the arbitration. Since our demand for arbitration was filed on December 30, 2003, we have released our claims against one selling shareholder, Seisint, Inc., as part of a settlement and settled our claims against certain other former selling shareholders on June 14, 2006, in exchange for a cash payment to us of $15.2 million. On November 21, 2006, the District Court granted our request to lift the stay on our lawsuit so we can pursue our claims against the selling shareholders in that action. On June 8, 2007, the District Court entered an Order denying in part and granting in part defendants' various motions to dismiss our claims. Pursuant to that Order, we have filed a Second Amended Complaint. At our request, the arbitration panel has entered an order staying the arbitration proceedings.

CROA Litigation. On November 19, 2004, an action was commenced captioned *Robbie Hillis v. Equifax Consumer Services, Inc. and Fair Isaac, Inc*., in the U.S. District Court for the Northern District of Georgia. Plaintiff asserted that defendants jointly sold Equifax's Score Power® credit score product in violation of certain procedural requirements under the federal Credit Repair Organizations Act ("CROA") and in violation of the antifraud provisions of that statute. Plaintiff contended that Equifax Consumer Services, Inc., and Fair Isaac are "credit repair organizations" under the CROA and that the transaction by which he purchased Score Power® was in violation of the CROA and fraudulent. On June 12, 2007, the District Court entered an Order granting final approval of an Agreement of Settlement pursuant to which a consolidated class consisting of all purchasers from defendants of ScorePower, CreditWatch and a variety of related services released all CROA claims and will receive, on request, ScoreWatch for a three-month period without cost. The Order also provides for certain injunctive relief and payment of Plaintiffs' counsel fees in an amount not to exceed $4 million. Several class members have appealed the District Court's Order to the U.S. Court of Appeals for the Eleventh Circuit.

NCRA/Standfacts Litigation. On March 25, 2004, the National Credit Reporting Association, Inc. ("NCRA"), a trade association of mortgage credit information resellers, and, separately, 23 of NCRA's members, commenced suits against Equifax, Experian and TransUnion alleging various violations of antitrust and unfair practices laws. After a variety of rulings on procedural and substantive issues, including grants on two occasions of all or part of defendants' motions to dismiss, the remaining claims of all plaintiffs have been consolidated under a Third Amended Complaint, filed June 29, 2005, in an action captioned *Standfacts Credit Services, et al. v. Experian Information Solutions, Inc., Equifax Inc., and TransUnion, LLC*, pending in the U.S District Court for the Central District of California. The amended complaint seeks injunctive relief and unspecified amounts of damages. In 2005, the District Court granted defendants' motions to dismiss all claims except for one remaining Sherman Act, Section 1 conspiracy claim. In late 2006, 19 of the 23 original plaintiffs were dismissed from the case by agreement. On January 18, 2007, the District Court entered a final order pursuant to stipulation of the parties dismissing all remaining claims of plaintiffs, with prejudice, and preserving only the right of certain plaintiffs to appeal the previous dismissal by the District Court of certain monopolization claims to the U.S. Court of Appeals for the Ninth Circuit. Plaintiffs filed their notice of appeal with the Ninth Circuit on February 15, 2007. The appellate briefing is scheduled to be completed in early 2008.

VantageScore Litigation. On March 14, 2006, Equifax and two other national credit reporting companies announced the development of VantageScore, a credit scoring system. VantageScore is being independently marketed and sold separately by the three national credit reporting companies through licensing agreements with VantageScore Solutions LLC, which is jointly owned by them. On October 11, 2006, in an action captioned *Fair Isaac Corporation v. Equifax Inc., Experian Information Solutions, Inc., TransUnion LLC and VantageScore Solutions LLC*, Fair Isaac Corporation filed a lawsuit in the U.S. District Court for the District of Minnesota, alleging that the national credit reporting companies and VantageScore Solutions LLC violated antitrust laws, engaged in unfair competitive practices and infringed plaintiff's trademark by using a credit score product with a score range that overlaps the FICO® score range. The defendants have filed answers denying the claims. The magistrate judge has entered a scheduling order setting the close of all discovery by February 2008 and a trial readiness date of June 1, 2008. Equifax believes the lawsuit is without merit and will vigorously defend itself and VantageScore Solutions LLC against these claims.

TALX Shareholder Litigation. On March 22, 2007, in an action captioned *Tony Gabriel v. Talx Corporation, et al,* pending in the Circuit Court of St. Louis County, Missouri, a shareholder of TALX Corporation filed a lawsuit alleging that TALX and its directors breached their fiduciary duties and engaged in self-dealing in connection with their approval of the February 14, 2007 agreement whereby Equifax agreed to acquire all of the outstanding shares of TALX. The action sought to enjoin and/or rescind that transaction. Plaintiff moved for a temporary restraining order, which the Circuit Court denied on May 10, 2007. On May 15, 2007, the shareholders of TALX approved the proposed acquisition which was subsequently completed. On July 5, 2007, the parties filed a joint stipulation to dismiss the case without prejudice.

Other. Equifax has been named as a defendant in various other legal actions, including administrative claims, class actions and other litigation arising in connection with our business. Some of the legal actions include claims for substantial compensatory or punitive damages or claims for indeterminate amounts of damages. We believe we have strong defenses to, and where appropriate, will vigorously contest, many of these matters. Given the number of these matters, some are likely to result in adverse judgments, penalties, injunctions, fines or other relief. However, we do not believe that these litigation matters will be individually material to our financial condition or results of operations. We may explore potential settlements before a case is taken through trial because of the uncertainty and risks inherent in the litigation process.

For information regarding contingent tax claims raised by the Canada Revenue Agency, and our accounting for legal contingencies, see Note 5 of the Notes to Consolidated Financial Statements in this Form 10-Q.

ITEM 1A. RISK FACTORS

Our principal risk factors include, but are not limited to:

- changes in U.S. and global economic conditions and significant movements in interest rates, employment levels, availability of credit, consumer confidence and other factors that impact consumer spending and use of consumer debt;
- changes in market demand for our products and services;
- our ability to successfully develop and market new products and services, incorporate new technology and adapt to technological change and customer demand;
- pricing strategies, new product introductions and other pressures from existing or emerging competitors which could result in a loss of customers or a rate of increase or decrease in prices for our services different than past experience;

- changes in laws and regulations governing our business and the application of existing laws, including international, federal or state responses to identity theft concerns, privacy, data and other consumer protection provisions governing the use of consumer or business identification, credit, employment or marketing information, employment tax credits and employment compensation taxes, which could increase our operating costs or reduce the market for our services;
- disruptions in our business-critical systems and operations which could interfere with our ability to deliver products and services to our customers;
- security risks relating to illegal third party efforts to access our data and interfere with our operating systems;
- risks associated with our integration of TALX, other acquired technologies, businesses and investments;
- risks associated with financing and refinancing, including the willingness of credit institutions to provide financing to us;
- management of our outsourcing projects or key vendors, including technology infrastructure and related services;
- third party claims alleging infringement of intellectual property or other proprietary rights, or alleging unfair competition or violation of privacy rights; and
- the outcome of our pending litigation.

In addition to the factors discussed elsewhere in this Form 10-Q, you should carefully consider the factors discussed in Part I, Item 1A, "Risk Factors" in our 2006 Form 10-K, which could materially affect our business, financial condition or future results. The risks described in our 2006 Form 10-K are not the only risks facing the Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition or operating results.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table contains information with respect to purchases made by or on behalf of Equifax or any "affiliated purchaser" (as defined in Rule 10b-18(a) (3) under the Securities Exchange Act of 1934), of our common stock during the three months ended June 30, 2007:

Period	Total Number of Shares Purchased(1)	Average Price Paid Per Share(2)	Total Number of Shares Purchased as Part of Publicly-Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs(3)
March 31, 2007				$ 782,623,714
April 1 - April 30, 2007	9,812	$ —	—	$ 782,623,714
May 1 - May 31, 2007	1,793,352	$ 41.48	1,791,000	$ 708,341,197
June 1 - June 30, 2007	2,387,700	$ 43.99	2,387,700	$ 603,297,622
Total	4,190,864	$ 42.91	4,178,700	$ 603,297,622

(1) The total number of shares purchased generally includes: (1) shares purchased pursuant to our publicly announced share repurchase program ("Program"); and (2) shares surrendered, or deemed surrendered, in satisfaction of the exercise price and/or to satisfy tax withholding obligations in connection with the exercise of employee stock options, totaling 9,812 shares in April 2007, 2,352 shares in May 2007 and 0 shares in June 2007.

(2) Average price paid per share for shares purchased as part of the Program (includes brokerage commissions).

(3) In February 2007, in connection with our acquisition of TALX, the Board authorized an increase in the Program to $783.0 million. Shares may be repurchased on the open market, in privately negotiated transactions, and under plans complying with Rules 10b5-1 and 10b-18 under the Securities Exchange Act of 1934, as amended. The specific timing and amount of repurchases will vary based on market conditions, securities law limitations and other factors.

Dividend and Share Repurchase Restrictions

Our $850.0 million senior unsecured revolving credit agreement, as amended, with SunTrust Bank and other lenders restricts our ability to pay cash dividends on our capital stock or repurchase capital stock if the total amount of such payments in any fiscal year would exceed 20% of our consolidated total assets measured as of the end of the preceding fiscal year.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

Our 2007 Annual Meeting of Shareholders was held on May 4, 2007. A total of 113,492,412 of our shares were present or represented by proxy at the meeting. This represented approximately 88% of our outstanding shares. The following matters were voted upon at the meeting:

1. Each nominee for director was re-elected as a Class III director for a three-year term expiring on the date of the 2010 Annual Meeting of Shareholders, as follows:

Name	Shares Voted For	Shares Withheld
John L. Clendenin	111,029,450	2,462,964
A. William Dahlberg	111,545,798	1,946,615
Robert D. Daleo	108,937,090	4,555,324
L. Phillip Humann	99,428,008	14,064,406

There were no broker non-votes for the election of the four directors.

Other directors whose terms of office continued after the meeting were as follows:

Class II (term expiring in 2008)	Class I (term expiring in 2009)
James E. Copeland, Jr.	Mark L. Feidler
Lee A. Kennedy	Larry L. Prince
Siri S. Marshall	Richard F. Smith
	Jacquelyn M. Ward

2. The shareholders ratified the appointment of Ernst & Young LLP as our independent registered public accounting firm for 2007, as follows:

Shares For	Shares Against	Shares Abstained
112,380,872	315,630	795,910

There were no broker non-votes on this matter.

ITEM 5. OTHER INFORMATION

Director Election. Following the completion of our acquisition of TALX on May 15, 2007, our Board of Directors elected TALX's Chairman, President and Chief Executive Officer, William W. Canfield, as a Class II director for a term expiring in 2008. He was also appointed President of our TALX business unit.

Purchase of JV White Facility. On July 26, 2007, we purchased the building which houses our Atlanta, Georgia data center, the JV White Facility, for cash consideration of approximately $30.0 million and the assumption of a mortgage obligation from the prior owner of the JV White Facility of $12.8 million. The mortgage obligation has a fixed rate of interest of 4.25% per annum and is payable in annual installments until 2012. The issuer of the mortgage assumed by us is SunTrust Bank, which is a related party.

ITEM 6. EXHIBITS

The following is a complete list of Exhibits included as part of this Report. A list of those documents filed with this Report is set forth on the Index to Exhibits appearing elsewhere in this Report and is incorporated by reference:

Exhibit No.	Description
4.1	Note Purchase Agreement dated as of May 25, 2006, among TALX Corporation and the Purchasers named therein (TALX Corporation Senior Guaranteed Notes due 2014) (including as Exhibit 1 the form of Senior Guaranteed Note due 2014).
4.2	Amendment Agreement dated as of May 15, 2007, among Equifax Inc., TALX Corporation and the Purchasers named therein (including form of Equifax Inc. parent guaranty), to Note Purchase Agreement between TALX Corporation and the Purchasers named therein dated as of May 25, 2006 (TALX Corporation Senior Guaranteed Notes due 2014).
10.1	TALX Corporation Amended and Restated 1994 Stock Option Plan.
10.2	Form of Incentive Stock Option Agreement (TALX Corporation Amended and Restated 1994 Stock Option Plan).
10.3	Form of Non-Qualified Stock Option Agreement (TALX Corporation Amended and Restated 1994 Stock Option Plan).
10.4	TALX Corporation Outside Directors' Stock Option Plan.
10.5	First Amendment to TALX Corporation Outside Directors' Stock Option Plan.
10.6	Second Amendment to TALX Corporation Outside Directors' Stock Option Plan.
10.7	Form of Director Stock Option Agreement (TALX Corporation, Outside Directors Stock Option Plan).
10.8	Form of Restricted Stock Agreement (TALX Corporation 2005 Omnibus Stock Plan).
10.9	Employment Agreement dated September 1, 1996, and Modification of Employment Agreement dated February 1, 2007, between TALX Corporation and William W. Canfield.
10.10	First Amendment to and Complete Restatement of TALX Split-Dollar Agreements and Related Insurance Agreements, dated March 31, 1999, by and among TALX Corporation, William W. Canfield, and Thomas M. Canfield and James W. Canfield, Trustees of the Canfield Family Irrevocable Insurance Trust U/A March 31, 1993.
10.11	TALX Corporation 2005 Omnibus Stock Plan.
31.1	Rule 13a-14(a) Certification of Chief Executive Officer.

31.2	Rule 13a-14(a) Certification of Chief Financial Officer.
32.1	Section 1350 Certification of Chief Executive Officer.
32.2	Section 1350 Certification of Chief Financial Officer.

SIGNATURES

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

EQUIFAX INC.
(Registrant)

Date: August 1, 2007 By: /s/ RICHARD F. SMITH

Richard F. Smith
Chairman and Chief Executive Officer
(Principal Executive Officer)

Date: August 1, 2007

/s/ LEE ADREAN
Lee Adrean
Corporate Vice President and
Chief Financial Officer
(Principal Financial Officer)

Date: August 1, 2007

/s/ NUALA M. KING
Nuala M. King
Senior Vice President and Corporate Controller
(Principal Accounting Officer)

INDEX TO EXHIBITS

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TALX CORPORATION

$75,000,000 6.89% Senior Guaranteed Notes due May 25, 2014

NOTE PURCHASE AGREEMENT

Dated as of May 25, 2006

TABLE OF CONTENTS

TALX CORPORATION
11432 LACKLAND ROAD
ST. LOUIS, MO 63146

$75,000,000 6.89% Senior Guaranteed Notes due May 25, 2014

As of May 25, 2006

TO EACH OF THE PURCHASERS LISTED IN
SCHEDULE A HERETO:

Ladies and Gentlemen:

TALX Corporation, a Missouri corporation (the "Company") agrees with each of the purchasers whose names appear at the end hereof (each, a "Purchaser" and, collectively, the "Purchasers") as follows:

SECTION 1. AUTHORIZATION OF NOTES.

The Company will authorize the issue and sale of $75,000,000 aggregate principal amount of its 6.89% Senior Guaranteed Notes due May 25, 2014 (the "Notes," such term to include any such notes issued in substitution therefor pursuant to Section 13). The Notes shall be substantially in the form set out in Exhibit 1. Certain capitalized and other terms used in this Agreement are defined in Schedule B; and references to a "Schedule" or an "Exhibit" are, unless otherwise specified, to a Schedule or an Exhibit attached to this Agreement.

SECTION 2. SALE AND PURCHASE OF NOTES.

Subject to the terms and conditions of this Agreement, the Company will issue and sell to each Purchaser and each Purchaser will purchase from the Company, at the Closing provided for in Section 3, Notes in the principal amount specified opposite such Purchaser's name in Schedule A at the purchase price of 100% of the principal amount thereof. The Purchasers' obligations hereunder are several and not joint obligations and no Purchaser shall have any liability to any Person for the performance or non-performance of any obligation by any other Purchaser hereunder.

Payment of the principal of or Make-Whole Amount if any and interest on the Notes and the other amounts owing hereunder and under the other Financing Agreements shall be unconditionally guaranteed, jointly and severally, by the Subsidiary Guarantors pursuant to the Subsidiary Guarantee Agreement.

SECTION 3. CLOSING.

The sale and purchase of the Notes to be purchased by each Purchaser shall occur at the offices of Chapman and Cutler LLP, 111 West Monroe Street, Chicago, Illinois 60603, at 10:00 a.m., Chicago time, at a closing (the "Closing") on May 25, 2006 or on such other Business Day thereafter as may be agreed upon by the Company and the

Purchasers. At the Closing the Company will deliver to each Purchaser the Notes to be purchased by such Purchaser in the form of a single Note (or such greater number of Notes in denominations of at least $100,000 as such Purchaser may request) dated the date of the Closing and registered in such Purchaser's name (or in the name of its nominee), against delivery by such Purchaser to the Company or its order of immediately available funds in the amount of the purchase price therefor by wire transfer of immediately available funds for the account of the Company to account number 5800404260 at LaSalle Bank National Association, ABA number 071000505. If at the Closing the Company shall fail to tender such Notes to any Purchaser as provided above in this Section 3, or any of the conditions specified in Section 4 shall not have been fulfilled to such Purchaser's satisfaction, such Purchaser shall, at its election, be relieved of all further obligations under this Agreement, without thereby waiving any rights such Purchaser may have by reason of such failure or such nonfulfillment.

SECTION 4. CONDITIONS TO CLOSING.

Each Purchaser's obligation to purchase and pay for the Notes to be sold to such Purchaser at the Closing is subject to the fulfillment to such Purchaser's satisfaction, prior to or at the Closing, of the following conditions:

Section 4.1. Representations and Warranties. The representations and warranties of the Obligors in the Financing Agreements to which they are a party shall be correct when made and at the time of the Closing.

Section 4.2. Performance; No Default. The Obligors shall have performed and complied with all agreements and conditions contained in this Agreement and the other Financing Agreements to which they are a party required to be performed or complied with by each of them prior to or at the Closing and after giving effect to the issue and sale of the Notes (and the application of the proceeds thereof as contemplated by Section 5.14) no Default or Event of Default shall have occurred and be continuing. Neither any Obligor nor any Subsidiary shall have entered into any transaction since the date of the Memorandum that would have been prohibited by Section 10 had such Section applied since such date.

Section 4.3. Compliance Certificates.

(a) Officer's Certificate. Each Obligor shall have delivered to such Purchaser an Officer's Certificate, dated the date of the Closing, certifying that the conditions specified in Sections 4.1, 4.2 and 4.9 have been fulfilled.

(b) Secretary's Certificate. Each Obligor shall have delivered to such Purchaser a certificate of its Secretary or Assistant Secretary, dated the date of Closing, certifying as to the resolutions attached thereto and other limited liability company or corporate proceedings relating to the authorization, execution and delivery of the Financing Agreements to which it is a party.

Section 4.4. Opinions of Counsel. Such Purchaser shall have received opinions in form and substance satisfactory to such Purchaser, dated the date of the Closing (a) from Bryan Cave LLP, special counsel for the Obligors, covering the matters set forth in Exhibit 4.4(a) and covering such other matters incident to the transactions contemplated hereby as such Purchaser or its counsel may reasonably request (and the Obligors hereby instruct such counsel to deliver such opinion to the Purchasers) and (b) from Chapman and Cutler LLP, the Purchasers' special counsel in connection with such transactions, substantially in the form set forth in Exhibit 4.4(b) and covering such other matters incident to such transactions as such Purchaser may reasonably request.

Section 4.5. Purchase Permitted by Applicable Law, Etc. On the date of the Closing the Purchaser's purchase of Notes shall (a) be permitted by the laws and regulations of each jurisdiction to which such Purchaser is subject, without recourse to provisions (such as section 1405(a)(8) of the New York Insurance Law) permitting limited investments by insurance companies without restriction as to the character of the particular investment, (b) not violate any applicable law or regulation (including, without limitation, Regulation T, U or X of the Board of Governors of the Federal Reserve System) and (c) not subject such Purchaser to any tax, penalty or liability under or pursuant to any applicable law or regulation, which law or regulation was not in effect on the date hereof. If requested by such Purchaser, such Purchaser shall have received an Officer's Certificate certifying as to such matters of fact as such Purchaser may reasonably specify to enable such Purchaser to determine whether such purchase is so permitted.

Section 4.6. Sale of Other Notes. Contemporaneously with the Closing, the Company shall sell to each other Purchaser, and each other Purchaser shall purchase, the Notes to be purchased by it at the Closing as specified in Schedule A.

Section 4.7. Payment of Special Counsel Fees. Without limiting the provisions of Section 15.1, the Company shall have paid on or before the Closing the reasonable fees, charges and disbursements of the Purchasers' special counsel referred to in Section 4.4 to the extent reflected in a statement of such counsel rendered to the Company at least one Business Day prior to the Closing.

Section 4.8. Private Placement Number. A Private Placement Number issued by Standard & Poor's CUSIP Service Bureau (in cooperation with the Securities Valuation Office of the National Association of Insurance Commissioners) shall have been obtained for the Notes.

Section 4.9. Changes in Limited Liability Company or Corporate Structure. Except as specified in Schedule 4.9, no Obligor shall have changed its jurisdiction of incorporation or organization, as applicable, or been a party to any merger or consolidation or succeeded to all or any substantial part of the liabilities of any other entity, at any time following the date of the most recent financial statements referred to in Schedule 5.5.

Section 4.10. Funding Instructions. At least three Business Days prior to the date of such Closing, each Purchaser shall have received written instructions signed by a Responsible Officer on letterhead of the Company confirming the information specified in Section 3 including (i) the name and address of the transferee bank, (ii) such transferee bank's ABA number and (iii) the account name and number into which the purchase price for the Notes is to be deposited.

Section 4.11. Proceedings and Documents. All limited liability company or corporate and other proceedings in connection with the transactions contemplated by the Financing Agreements and all documents and instruments incident to such transactions shall be reasonably satisfactory to such Purchaser and its special counsel, and such Purchaser and its special counsel shall have received all such counterpart originals or certified or other copies of such documents as such Purchaser or such special counsel may reasonably request.

Section 4.12. Bank Credit Agreement. The Company shall have delivered evidence reasonably satisfactory to each of the Purchasers that all security interests in the property of the Obligors securing the Bank Credit Agreement shall have been released and, after giving effect to the application of the proceeds of the Notes, the availability under the Bank Credit Agreement shall have been reduced to $150,000,000 or less.

Section 4.13. Subsidiary Guarantee Agreement. Each Subsidiary Guarantor shall have executed and delivered (and each Purchaser shall have received an original copy thereof) a Subsidiary Guarantee Agreement, and the Subsidiary Guarantee Agreement shall be in full force and effect.

Section 4.14. Intercreditor Agreement. The Intercreditor Agreement shall have been executed and delivered by each of the parties thereto.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to each Purchaser that:

Section 5.1. Organization; Power and Authority. The Company is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified as a foreign corporation and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has the corporate power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact the business it transacts and proposes to transact, to execute and deliver the Financing Agreements to which it is a party, and to perform the provisions thereof.

Section 5.2. Authorization, Etc. The Financing Agreements to which the Company is a party have been duly authorized by all necessary corporate action on the part of the Company, and this Agreement, and upon execution and delivery thereof each Note and other Financing Agreement to which the Company is a party, will constitute, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.3. Disclosure. The Company, through its agent, LaSalle Debt Capital Markets has delivered to each Purchaser a copy of a Private Placement Memorandum, dated April, 2006 (including the documents incorporated by reference therein, the "Memorandum"), relating to the transactions contemplated hereby. The Memorandum fairly describes, in all material respects, the general nature of the business and principal properties of the Company and its Subsidiaries. Except as disclosed in Schedule 5.3, this Agreement, the Memorandum, the documents, certificates or other writings identified in Schedule 5.3 by or on behalf of the Company in connection with the transactions contemplated hereby and the financial statements listed in Schedule 5.5, in each case, delivered to the Purchasers prior to May 8, 2006 (this Agreement, the Memorandum and such documents, certificates or other writings and such

financial statements being referred to, collectively, as the "Disclosure Documents"), taken as a whole, do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made. Except as disclosed in Schedule 5.3 and the Disclosure Documents, since March 31, 2005, there has been no change in the financial condition, operations, business, properties or prospects of the Company or any Subsidiary except changes that individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect. There is no fact known to the Company that could reasonably be expected to have a Material Adverse Effect that has not been set forth herein or in the Disclosure Documents.

Section 5.4. Organization and Ownership of Shares of Subsidiaries. (a) Schedule 5.4 contains (except as noted therein) a complete and correct list of the Company's Subsidiaries, showing, as to each Subsidiary, the correct name thereof, the jurisdiction of its organization, and the percentage of shares of each class of its capital stock or similar equity interests outstanding owned by the Company and each other Subsidiary and whether such Subsidiary will on the date of the Closing be a Subsidiary Guarantor.

(b) All of the outstanding shares of capital stock or similar equity interests of each Subsidiary shown in Schedule 5.4 as being owned by the Company and its Subsidiaries have been validly issued, are fully paid and nonassessable and are owned by the Company or another Subsidiary free and clear of any Lien (except as otherwise disclosed in Schedule 5.4).

(c) Each Subsidiary identified in Schedule 5.4 is a limited liability company, corporation or other legal entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is duly qualified as a foreign limited liability company, corporation or other legal entity and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each such Subsidiary has the limited liability company, corporate or other power and authority to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts and proposes to transact.

(d) No Subsidiary is a party to, or otherwise subject to any legal, regulatory, contractual or other restriction (other than the Financing Agreements and customary limitations imposed by corporate law or similar statutes) restricting the ability of such Subsidiary to pay dividends out of profits or make any other similar distributions of profits to the Company or any of its Subsidiaries that owns outstanding shares of capital stock or similar equity interests of such Subsidiary.

Section 5.5. Financial Statements; Material Liabilities. The Company has delivered to each Purchaser copies of the consolidated financial statements of the Company and its Subsidiaries listed on Schedule 5.5. All of said financial statements (including in each case the related schedules and notes) fairly present in all material respects the consolidated financial position of the Company and its Subsidiaries, as of the respective dates specified in such Schedule and the consolidated results of their operations and cash flows for the respective periods so specified and have been prepared in accordance with GAAP consistently applied throughout the periods involved except as set forth in the notes thereto (subject, in the case of any interim financial statements, to normal year-end adjustments and the absence of footnotes). The Company and its Subsidiaries do not have any Material liabilities that are not disclosed on such financial statements or otherwise disclosed in the Disclosure Documents.

Section 5.6. Compliance with Laws, Other Instruments, Etc. The execution, delivery and performance by the Company of the Financing Agreements to which it is a party will not (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of the Company or any Subsidiary under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, Material lease, limited liability company or corporate charter or operating agreement or by-laws, or any other Material agreement or instrument to which the Company or any Subsidiary is bound or by which the Company or any Subsidiary or any of their respective properties may be bound or affected, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority applicable to the Company or any Subsidiary or (iii) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the Company or any Subsidiary.

Section 5.7. Governmental Authorizations, Etc. No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the Company of the Financing Agreements to which it is a party (other than the filing of a form 8-K with the SEC disclosing the Company's entry into this Agreement).

Section 5.8. Litigation; Observance of Agreements, Statutes and Orders.

(a) There are no actions, suits, investigations or proceedings pending or, to the knowledge of the Company, threatened against or affecting the Company or any Subsidiary or any property of the Company or any Subsidiary in any court or before any arbitrator of any kind or before or by any Governmental Authority that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary is in default under any term of any agreement or instrument to which it is a party or by which it is bound, or any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority or is in violation of any applicable law, ordinance, rule or regulation (including without limitation Environmental Laws or the USA Patriot Act) of any Governmental Authority, which default or violation, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 5.9. Taxes. The Company and its Subsidiaries have filed all tax returns that are required to have been filed in any jurisdiction, and have paid all taxes shown to be due and payable on such returns and all other taxes and assessments levied upon them or their properties, assets, income or franchises, to the extent such taxes and assessments have become due and payable and before they have become delinquent, except for any taxes and assessments (i) the amount of which is not individually or in the aggregate Material or (ii) the amount, applicability or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which the Company or any of its Subsidiaries, as the case may be, has established adequate reserves in accordance with GAAP. The Company does not know of any basis for any other tax or assessment that could reasonably be expected to have a Material Adverse Effect. The charges, accruals and reserves on the books of the Company and its Subsidiaries in respect of Federal, state or other taxes for all fiscal periods are adequate in all Material respects. The Federal income tax liabilities of the Company and its Subsidiaries have been finally determined (whether by reason of completed audits or the statute of limitations having run) for all fiscal years up to and including the fiscal year ended March 31, 2001.

Section 5.10. Title to Property; Leases. The Company and its Subsidiaries have good and sufficient title to their respective properties that individually or in the aggregate are Material, including all such properties reflected in the most recent audited balance sheet referred to in Section 5.5 or purported to have been acquired by the Company or any Subsidiary after said date (except as sold or otherwise disposed of in the ordinary course of business), in each case free and clear of Liens prohibited by the Financing Agreements. All Material leases are valid and subsisting and are in full force and effect in all material respects.

Section 5.11. Licenses, Permits, Etc. (a) Except as set forth in Schedule 5.11, the Company and its Subsidiaries own or possess all licenses, permits, franchises, authorizations, patents, copyrights, proprietary software, service marks, trademarks and trade names, or rights thereto, that individually or in the aggregate are Material, without known conflict with the rights of others.

(b) To the best knowledge of the Company, no product of the Company or any of its Subsidiaries infringes in any material respect any license, permit, franchise, authorization, patent, copyright, proprietary software, service mark, trademark, trade name or other right owned by any other Person.

(c) To the best knowledge of the Company, there is no Material violation by any Person of any right of the Company or any of its Subsidiaries with respect to any patent, copyright, proprietary software, service mark, trademark, trade name or other right owned or used by the Company or any of its Subsidiaries.

Section 5.12. Compliance with ERISA. (a) The Company and each ERISA Affiliate have operated and administered each Plan in compliance with all applicable laws except for such instances of noncompliance as have not resulted in and could not reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any ERISA Affiliate has incurred any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans (as defined in section 3 of ERISA), and no event, transaction or condition

has occurred or exists that could reasonably be expected to result in the incurrence of any such liability by the Company or any ERISA Affiliate, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate, in either case pursuant to Title I or IV of ERISA or to such penalty or excise tax provisions or to section 401(a)(29) or 412 of the Code or section 4068 of ERISA, other than such liabilities or Liens as would not be individually or in the aggregate Material.

(b) The present value of the aggregate benefit liabilities under each of the Plans (other than Multiemployer Plans), determined as of the end of such Plan's most recently ended plan year on the basis of the actuarial assumptions specified for funding purposes in such Plan's most recent actuarial valuation report, did not exceed the aggregate current value of the assets of such Plan allocable to such benefit liabilities by more than $1,000,000 in the case of any single Plan and by more than $1,000,000 in the aggregate for all Plans. The term "benefit liabilities" has the meaning specified in section 4001 of ERISA and the terms "current value" and "present value" have the meaning specified in section 3 of ERISA.

(c) The Company and its ERISA Affiliates have not incurred withdrawal liabilities (and are not subject to contingent withdrawal liabilities) under section 4201 or 4204 of ERISA in respect of Multiemployer Plans that individually or in the aggregate are Material.

(d) The expected postretirement benefit obligation (determined as of the last day of the Company's most recently ended fiscal year in accordance with Financial Accounting Standards Board Statement No. 106, without regard to liabilities attributable to continuation coverage mandated by section 4980B of the Code) of the Company and its Subsidiaries is not Material.

(e) The execution and delivery of this Agreement and the issuance and sale of the Notes hereunder will not involve any transaction that is subject to the prohibitions of section 406 of ERISA or in connection with which a tax could be imposed pursuant to section 4975(c)(1)(A)-(D) of the Code. The representation by the Company to each Purchaser in the first sentence of this Section 5.12(e) is made in reliance upon and subject to the accuracy of such Purchaser's representation in Section 6.2 as to the sources of the funds used to pay the purchase price of the Notes to be purchased by such Purchaser.

Section 5.13. Private Offering by the Company. Neither the Company nor anyone acting on its behalf has offered the Notes or the Subsidiary Guarantee Agreement or any similar securities for sale to, or solicited any offer to buy any of the same from, or otherwise approached or negotiated in respect thereof with, any person other than the Purchasers and not more than twenty-six (26) other Institutional Investors, each of which has been offered the Notes and the Subsidiary Guarantee Agreement at a private sale for investment. Neither the Company nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Notes and the Subsidiary Guarantee Agreement to the registration requirements of Section 5 of the Securities Act or to the registration requirements of any securities or blue sky laws of any applicable jurisdiction.

Section 5.14. Use of Proceeds; Margin Regulations. The Company will apply the proceeds of the sale of the Notes to repay amounts outstanding under the Bank Credit Agreement and for other general corporate purposes of the Company and its Subsidiaries. No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock in violation of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any securities under such circumstances as to involve the Company in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220). Margin stock does not constitute more than 1.0% of the value of the consolidated assets of the Company and its Subsidiaries and the Company does not have any present intention that margin stock will constitute more than 5.0% of the value of such assets. As used in this Section, the terms "margin stock" and "purpose of buying or carrying" shall have the meanings assigned to them in said Regulation U.

Section 5.15. Existing Indebtedness; Future Liens. (a) Schedule 5.15 sets forth a complete and correct list of all outstanding Indebtedness of the Company and its Subsidiaries as of the date of Closing (including a description of the obligors and obligees, principal amount outstanding and collateral therefor, if any, and Guaranty thereof, if any), since

which date there has been no Material change in the amounts, interest rates, sinking funds, installment payments or maturities of the Indebtedness of the Company or its Subsidiaries. Neither the Company nor any Subsidiary is in default and no waiver of default is currently in effect, in the payment of any principal or interest on any Indebtedness of the Company or such Subsidiary and no event or condition exists with respect to any

Indebtedness of the Company or any Subsidiary that would permit (or that with notice or the lapse of time, or both, would permit) one or more Persons to cause such Indebtedness to become due and payable before its stated maturity or before its regularly scheduled dates of payment.

(b) Except as disclosed in Schedule 5.15, neither the Company nor any Subsidiary has agreed or consented to cause or permit in the future (upon the happening of a contingency or otherwise) any of its property, whether now owned or hereafter acquired, to be subject to a Lien not permitted by Section 10.6.

(c) Neither the Company nor any Subsidiary is a party to, or otherwise subject to any provision contained in, any instrument evidencing Indebtedness of the Company or such Subsidiary, any agreement relating thereto or any other agreement (including, but not limited to, its charter or other organizational document) which limits the amount of, or otherwise imposes restrictions on the incurring of, Indebtedness of the Company, except as specifically indicated in Schedule 5.15.

Section 5.16. Foreign Assets Control Regulations, Etc. (a) Neither the sale of the Notes by the Company hereunder nor the guaranty of the obligations of the Company thereunder by the Subsidiary Guarantors under the Subsidiary Guarantee Agreement nor their use of the proceeds thereof will violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto.

(b) Neither the Company nor any Subsidiary (i) is a Person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control or in Section 1 of the Anti-Terrorism Order or (ii) engages in any dealings or transactions with any such Person. The Company and its Subsidiaries are in compliance, in all material respects, with the USA Patriot Act.

(c) No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended, assuming in all cases that such Act applies to the Company.

Section 5.17. Status under Certain Statutes. Neither the Company nor any Subsidiary is subject to regulation under the Investment Company Act of 1940, as amended, the Public Utility Holding Company Act of 2005, as amended, the ICC Termination Act of 1995, as amended, or the Federal Power Act, as amended.

Section 5.18. Environmental Matters. (a) Neither the Company nor any Subsidiary has knowledge of any claim or has received any notice of any claim, and no proceeding has been instituted raising any claim against the Company or any of its Subsidiaries or any of their respective real properties now or formerly owned, leased or operated by any of them or other assets, alleging any damage to the environment or violation of any Environmental Laws, except, in each case, such as could not reasonably be expected to result in a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary has knowledge of any facts which would give rise to any claim, public or private, of violation of Environmental Laws or damage to the environment emanating from, occurring on or in any way related to real properties now or formerly owned, leased or operated by any of them or to other assets or their use, except, in each case, such as could not reasonably be expected to result in a Material Adverse Effect.

(c) Neither the Company nor any Subsidiary has stored any Hazardous Materials on real properties now or formerly owned, leased or operated by any of them and has not disposed of any Hazardous Materials in a manner contrary to any Environmental Laws in each case in any manner that could reasonably be expected to result in a Material Adverse Effect; and

(d) All buildings on all real properties now owned, leased or operated by the Company or any Subsidiary are in compliance with applicable Environmental Laws, except where failure to comply could not reasonably be expected to result in a Material Adverse Effect.

Section 5.19. Pari Passu Ranking. The Company's obligations under the Financing Agreements will, upon issuance of the Notes, rank at least pari passu, without preference or priority, with all of its other outstanding unsecured Senior Indebtedness (including, without limitation, the Bank Credit Agreement). Each Subsidiary Guarantor's

obligations under the Subsidiary Guaranty Agreement will, upon issuance of the Notes and the Subsidiary Guarantee Agreement, rank at least pari passu, without preference or priority, with all of its other outstanding unsecured Senior Indebtedness (including, without limitation, any obligation under or relating to the Bank Credit Agreement). Each Person (other than the Company) which is a borrower, guarantor or other obligor under or pursuant to the Bank Credit Agreement is a Subsidiary Guarantor under this Agreement.

SECTION 6. REPRESENTATIONS OF THE PURCHASER.

Section 6.1. Purchase for Investment. Each Purchaser severally represents that it is purchasing the Notes for its own account or for one or more separate accounts maintained by such Purchaser or for the account of one or more pension or trust funds and not with a view to the distribution thereof, provided that the disposition of such Purchaser's or their property shall at all times be within such Purchaser's or their control. Each Purchaser understands that the Notes and the Subsidiary Guarantee Agreement have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by law, and that the Obligors are not required to register the Notes or the Subsidiary Guarantee Agreement. Each Purchaser severally represents that it (i) is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act and (ii) has had the opportunity to ask questions of the Obligors and has received answers regarding the Company and its Subsidiaries and the transactions contemplated hereby.

Section 6.2. Source of Funds. Each Purchaser severally represents that at least one of the following statements is an accurate representation as to each source of funds (a "Source") to be used by such Purchaser to pay the purchase price of the Notes to be purchased by such Purchaser hereunder:

(a) the Source is an "insurance company general account" (as the term is defined in the United States Department of Labor's Prohibited Transaction Exemption ("PTE") 95-60) in respect of which the reserves and liabilities (as defined by the annual statement for life insurance companies approved by the National Association of Insurance Commissioners (the "NAIC Annual Statement")) for the general account contract(s) held by or on behalf of any employee benefit plan together with the amount of the reserves and liabilities for the general account contract(s) held by or on behalf of any other employee benefit plans maintained by the same employer (or affiliate thereof as defined in PTE 95-60) or by the same employee organization in the general account do not exceed 10% of the total reserves and liabilities of the general account (exclusive of

separate account liabilities) plus surplus as set forth in the NAIC Annual Statement filed with such Purchaser's state of domicile; or

(b) the Source is a separate account that is maintained solely in connection with such Purchaser's fixed contractual obligations under which the amounts payable, or credited, to any employee benefit plan (or its related trust) that has any interest in such separate account (or to any participant or beneficiary of such plan (including any annuitant)) are not affected in any manner by the investment performance of the separate account; or

(c) the Source is either (i) an insurance company pooled separate account, within the meaning of PTE 90-1 or (ii) a bank collective investment fund, within the meaning of the PTE 91-38 and, except as disclosed by such Purchaser to the Company in writing pursuant to this clause (c), no employee benefit plan or group of plans maintained by the same employer or employee organization beneficially owns more than 10% of all assets allocated to such pooled separate account or collective investment fund; or

(d) the Source constitutes assets of an "investment fund" (within the meaning of Part V of PTE 84-14 (the "QPAM Exemption")) managed by a "qualified professional asset manager" or "QPAM" (within the meaning of Part V of the QPAM Exemption), no employee benefit plan's assets that are included in such investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Section V(c)(1) of the QPAM Exemption) of such employer or by the same employee organization and managed by such QPAM, exceed 20% of the total client assets managed by such QPAM, the conditions of Part I(c) and (g) of the QPAM Exemption are satisfied, neither the QPAM nor a person controlling or controlled by the QPAM (applying the definition of "control" in Section V(e) of the QPAM Exemption) owns a 5% or more interest in the Company and (i) the identity of such QPAM and (ii) the names of all employee benefit plans whose assets are included in such investment fund have been disclosed to the Company in writing pursuant to this clause (d); or

(e) the Source constitutes assets of a "plan(s)" (within the meaning of Section IV of PTE 96-23 (the "INHAM Exemption")) managed by an "in-house asset manager" or "INHAM" (within the meaning of Part IV of the INHAM exemption), the conditions of Part I(a), (g) and (h) of the INHAM Exemption are satisfied, neither the INHAM nor a person controlling or controlled by the INHAM (applying the definition of "control" in Section IV(d) of the INHAM Exemption) owns a 5% or more interest in the Company and (i) the identity of such INHAM and (ii) the name(s) of the employee benefit plan(s) whose assets constitute the Source have been disclosed to the Company in writing pursuant to this clause (e); or

(f) the Source is a governmental plan; or

(g) the Source is one or more employee benefit plans, or a separate account or trust fund comprised of one or more employee benefit plans, each of which has been identified to the Company in writing pursuant to this clause (g); or

(h) the Source does not include assets of any employee benefit plan, other than a plan exempt from the coverage of ERISA.

As used in this Section 6.2, the terms "employee benefit plan," "governmental plan," and "separate account" shall have the respective meanings assigned to such terms in section 3 of ERISA.

SECTION 7. INFORMATION AS TO COMPANY.

Section 7.1. Financial and Business Information. The Company shall deliver to each holder of Notes that is an Institutional Investor:

(a) Quarterly Statements — within 60 days (or such shorter period as is 15 days greater than the period applicable to the filing of the Company's Quarterly Report on Form 10-Q (the "Form 10-Q") with the SEC regardless of whether the Company is subject to the filing requirements thereof) after the end of each quarterly fiscal period in each fiscal year of the Company (other than the last quarterly fiscal period of each such fiscal year), duplicate copies of,

(i) a consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter, and

(ii) consolidated statements of income, changes in shareholders' equity and cash flows of the Company and its Subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter, setting forth in each case in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, and certified by a Senior Financial Officer as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from year-end adjustments; provided that delivery within the time period specified above of copies of the Company's Form 10 Q prepared in compliance with the requirements therefor and filed with the SEC shall be deemed to satisfy the requirements of this Section 7.1(a), and provided, further, that the Company shall be deemed to have made such delivery of such Form 10-Q if it shall have timely made such Form 10-Q available on "EDGAR" and on its home page on the worldwide web (at the date of this Agreement located at: http//www.talx.com) and shall have given or caused to be given each Purchaser notice of such availability on EDGAR and on its home page in connection with each delivery (such availability and notice thereof being referred to as "Electronic Delivery"), in which event, the Company shall separately deliver, concurrently with such Electronic Delivery, the certificate of the Senior Financial Officer.

(b) Annual Statements — within 105 days (or such shorter period as is 15 days greater than the period applicable to the filing of the Company's Annual Report on Form 10-K (the "Form 10-K") with the SEC regardless of whether the Company is subject to the filing requirements thereof) after the end of each fiscal year of the Company, duplicate copies of

(i) a consolidated balance sheet of the Company and its Subsidiaries as at the end of such year, and

(ii) consolidated statements of income, changes in shareholders' equity and cash flows of the Company and its Subsidiaries for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP, and accompanied by an opinion thereon of independent public accountants of recognized national standing, which opinion shall state that such financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with GAAP, and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances; provided that the delivery within the time period specified above of the Company's Form 10 K for such fiscal year (together with the Company's annual report to shareholders, if any, prepared pursuant to Rule 14a-3 under the Exchange Act) prepared in accordance with the requirements thereof and filed with the SEC shall be deemed to satisfy the requirements of this Section 7.1(b) and provided, further, that the Company shall be deemed to have made delivery of such Form 10-K if it shall have timely made Electronic Delivery thereof;

(c) SEC and Other Reports — promptly upon their becoming available, one copy of (i) each financial statement, report, notice or proxy statement sent by the Company or any Subsidiary to its principal lending banks as a whole (excluding information sent to such banks in the ordinary course of administration of a bank facility, such as information relating to pricing and borrowing availability) or to its public securities holders generally, and (ii) each regular or periodic report, each registration statement that shall have become effective other than registration statements on Form S-8 (without exhibits except as expressly requested by such holder), and each prospectus (other than one relating solely to employee benefit plans) and all amendments thereto filed by the Company or any Subsidiary with the SEC and of all press releases and other statements made available generally by the Company or any Subsidiary to the public concerning developments that are Material, provided, that the Company shall be deemed to have made such delivery (including with respect to any exhibits thereto) if it shall have timely made Electronic Delivery thereof;

(d) Notice of Default or Event of Default — promptly, and in any event within five days after a Responsible Officer becoming aware of the existence of any Default or Event of Default or that any Person has given any notice or taken any action with respect to a claimed default hereunder or that any Person has given any notice or taken any action with respect to a claimed default of the type referred to in Section 11(f), a written notice specifying the nature and period of existence thereof and what action the Company is taking or proposes to take with respect thereto;

(e) ERISA Matters — promptly, and in any event within five days after a Responsible Officer becoming aware of any of the following, a written notice setting forth the nature thereof and the action, if any, that the Company or an ERISA Affiliate proposes to take with respect thereto:

(i) with respect to any Plan, any reportable event, as defined in section 4043(c) of ERISA and the regulations thereunder, for which notice thereof has not been waived pursuant to such regulations as in effect on the date hereof; or

(ii) the taking by the PBGC of steps to institute, or the threatening by the PBGC of the institution of, proceedings under section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, or the receipt by the Company or any ERISA Affiliate of a notice from a Multi-employer Plan that such action has been taken by the PBGC with respect to such Multi-employer Plan; or

(iii) any event, transaction or condition that could result in the incurrence of any liability by the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or such penalty or excise tax provisions, if such liability or Lien, taken together with any other such liabilities or Liens then existing, could reasonably be expected to have a Material Adverse Effect;

(f) Notices from Governmental Authority — promptly, and in any event within 30 days of receipt thereof, copies of any written notice to the Company or any Subsidiary from any Federal or state Governmental Authority relating to (i) non-compliance or alleged non-compliance with any order, ruling, statute or other law or regulation or (ii) any order, ruling, statute or other law or regulation outside of the ordinary course of business that, in either case, could reasonably be expected to have a Material Adverse Effect; and

(g) Requested Information — with reasonable promptness, such other data and information relating to the business, operations, affairs, financial condition, assets or properties of the Company or any of its Subsidiaries or relating to the ability of any

Obligor to perform its obligations under the Financing Agreements to which it is a party as from time to time may be reasonably requested by any such holder of Notes.

Section 7.2. Officer's Certificate. Each set of financial statements delivered to a holder of Notes pursuant to Section 7.1(a) or Section 7.1(b) shall be accompanied by a certificate of a Senior Financial Officer setting forth (which, in the case of Electronic Delivery of any such financial statements, shall be by separate substantially concurrent delivery of such certificate to each holder of Notes):

(a) Covenant Compliance — the information (including detailed calculations) required in order to establish whether the Company was in compliance with the requirements of Section 10.2 through Section 10.9, inclusive, during the quarterly or annual period covered by the statements then being furnished (including with respect to each such Section, where applicable, the calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Sections, and the calculation of the amount, ratio or percentage then in existence); and

(b) Event of Default — a statement that such Senior Financial Officer has reviewed (or caused a Responsible Officer to review) the relevant terms hereof and has made, or caused to be made, under his or her supervision, a review of the transactions and conditions of the Company and its Subsidiaries from the beginning of the quarterly or annual period covered by the statements then being furnished to the date of the certificate and that such review shall not have disclosed the existence during such period of any condition or event that constitutes a Default or an Event of Default or, if any such condition or event existed or exists (including, without limitation, any such event or condition resulting from the failure of the Company or any Subsidiary to comply with any Environmental Law), specifying the nature and period of existence thereof and what action the Company shall have taken or proposes to take with respect thereto.

Section 7.3. Visitation. The Company shall permit the representatives of each holder of Notes that is an Institutional Investor:

(a) No Default — if no Default or Event of Default then exists, at the expense of such holder and upon reasonable prior notice to the Company, to visit the principal executive office of the Company, to discuss the affairs, finances and accounts of the Company and its Subsidiaries with the Company's officers, and (with the consent of the Company, which consent will not be unreasonably withheld) its independent public accountants, and (with the consent of the Company, which consent will not be unreasonably withheld) to visit the other offices and properties of the Company and each Subsidiary, all at such reasonable times and as often as may be reasonably requested in writing; and

(b) Default — if a Default or Event of Default then exists, at the expense of the Company to visit and inspect any of the offices or properties of the Company or any Subsidiary, to examine all their respective books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss their respective affairs, finances and accounts with their respective officers and independent public accountants (and by this provision the Company authorizes said accountants to discuss the affairs, finances and accounts of the Company and its Subsidiaries), all at such times and as often as may be requested.

Section 7.4. Limitation on Disclosure Obligation. The Company shall not be required to disclose the following information pursuant to Section 7.1(c), 7.1(g) or 7.3:

(a) information that the Company determines after consultation with counsel qualified to advise on such matters that, notwithstanding the confidentiality requirements of Section 20, it would be prohibited from disclosing by applicable law or regulations without making public disclosure thereof; or

(b) information that, notwithstanding the confidentiality requirements of Section 20, the Company is prohibited from disclosing by the terms of an obligation of confidentiality contained in any agreement with any non-Affiliate binding

upon the Company and not entered into in contemplation of this clause (b), provided that the Company shall use commercially reasonable efforts to obtain consent from the party in whose favor the obligation of confidentiality was made to permit the disclosure of the relevant information and provided further that the Company has received a written opinion of counsel confirming that disclosure of such information without consent from such other contractual party would constitute a breach of such agreement.

Promptly after a request therefor from any holder of Notes that is an Institutional Investor, the Company will provide such holder with a written opinion of counsel (which may be addressed to the Company) relied upon as to any requested information that the Company is prohibited from disclosing to such holder under circumstances described in this Section 7.4.

SECTION 8. PAYMENT AND PREPAYMENT OF THE NOTES.

Section 8.1. Required Prepayments. On May 25, 2010 and on each May 25 thereafter to and including May 25, 2013 the Company will prepay $15,000,000 principal amount (or such lesser principal amount as shall then be outstanding) of the Notes at par and without payment of the Make-Whole Amount or any premium, provided that upon any partial prepayment of the Notes pursuant to Section 8.2, 8.3 or 8.8, the principal amount of each required prepayment of the Notes becoming due under this Section 8.1 on and after the date of such prepayment shall be reduced in the same proportion as the aggregate unpaid principal amount of the Notes is reduced as a result of such prepayment. The entire remaining unpaid principal amount of the outstanding Notes will be due and payable on May 25, 2014.

Section 8.2. Optional Prepayments with Make-Whole Amount. The Company may, at its option, upon notice as provided below, prepay at any time all, or from time to time any part of, the Notes, in an amount not less than 5% of the aggregate principal amount of the Notes then outstanding in the case of a partial prepayment, at 100% of the principal amount so prepaid, together with interest accrued on the principal amount so prepaid to the date of such prepayment and the Make-Whole Amount determined for the prepayment date with respect to such principal amount. The Company will give each holder of Notes written notice of each optional prepayment under this Section 8.2 not less than 30 days and not more than 60 days prior to the date fixed for such prepayment. Each such notice shall specify such date (which shall be a Business Day), the aggregate principal amount of the Notes to be prepaid on such date, the principal amount of each Note held by such holder to be prepaid (determined in accordance with Section 8.4), and the interest to be paid on the prepayment date with respect to such principal amount being prepaid, and shall be accompanied by a certificate of a Senior Financial Officer as to the estimated Make-Whole Amount due in connection with such prepayment (calculated as if the date of such notice were the date of the prepayment), setting forth the details of such computation. Two Business Days prior to such prepayment, the Company shall deliver to each holder of Notes a certificate of a Senior Financial Officer specifying the calculation of such Make-Whole Amount as of the specified prepayment date.

Section 8.3. Prepayment of Notes Upon Change of Control.

(a) Condition to Company Action. Within fifteen (15) Business Days of a Responsible Officer obtaining knowledge of the occurrence of a Change of Control, the Company shall have given to each holder of Notes written notice containing and constituting an offer to prepay Notes as described in subparagraph (b) of this Section 8.3, accompanied by the certificate described in subparagraph (e) of this Section 8.3.

(b) Offer to Prepay Notes. The offer to prepay Notes contemplated by subparagraph (a) of this Section 8.3 shall be an offer to prepay, in accordance with and subject to this Section 8.3, all, but not less than all, the Notes held by each holder (in this case only, "holder" in respect of any Note registered in the name of a nominee for a disclosed beneficial owner shall mean such beneficial owner) on the date specified in such offer (the "Proposed Prepayment Date") that is not less than 30 days and not more than 60 days after the date of such offer (if the Proposed Prepayment Date shall not be specified in such offer, the Proposed Prepayment Date shall be the first Business Day which is at least 45 days after the date of such offer).

(c) Acceptance; Rejection. A holder of Notes may accept the offer to prepay made pursuant to this Section 8.3 by causing a notice of such acceptance to be delivered to the Company at least 15 days prior to the Proposed Prepayment Date. A failure by a holder of Notes to respond to an offer to prepay made pursuant to this Section 8.3, or to accept an offer as to all of the Notes held by such holder, within such time period shall be deemed to constitute a rejection of such offer by such holder.

(d) Prepayment. Prepayment of the Notes to be prepaid pursuant to this Section 8.3 shall be at 100% of the principal amount of such Notes, together with interest on such Notes accrued to the date of prepayment, and shall not require the payment of any Make-Whole Amount. The prepayment shall be made on the Proposed Prepayment Date.

(e) Officer's Certificate. Each offer to prepay the Notes pursuant to this Section 8.3 shall be accompanied by a certificate, executed by a Senior Financial Officer of the Company and dated the date of such offer, specifying: (i) the Proposed Prepayment Date; (ii) that such offer is made pursuant to this Section 8.3; (iii) the principal amount of each Note offered to be prepaid; (iv) the interest that would be due on each Note offered to be prepaid, accrued to the Proposed Prepayment Date; (v) that the conditions of this Section 8.3 have been fulfilled; and (vi) in reasonable detail, the nature and date of the Change of Control.

Section 8.4. Allocation of Partial Prepayments. In the case of each partial prepayment of the Notes pursuant to Section 8.2, the principal amount of the Notes to be prepaid shall be allocated among all of the Notes at the time outstanding in proportion, as nearly as practicable, to the respective unpaid principal amounts thereof not theretofore called for prepayment.

Section 8.5. Maturity; Surrender, Etc. In the case of each prepayment of Notes pursuant to this Section 8, the principal amount of each Note to be prepaid shall mature and become due and payable on the date fixed for such prepayment (which shall be a Business Day), together with interest on such principal amount accrued to such date and the applicable Make-Whole Amount, if any. From and after such date, unless the Company shall fail to pay such principal amount when so due and payable, together with the interest and Make-Whole Amount, if any, as aforesaid, interest on such principal amount shall cease to accrue. Any Note paid or prepaid in full shall be surrendered to the Company and cancelled and shall not be reissued, and no Note shall be issued in lieu of any prepaid principal amount of any Note.

Section 8.6. Purchase of Notes. The Company will not and will not permit any Affiliate to purchase, redeem, prepay or otherwise acquire, directly or indirectly, any of the outstanding Notes except upon the payment or prepayment of the Notes in accordance with the terms of this Agreement and the Notes. The Company will promptly cancel all Notes acquired by it or any Affiliate pursuant to any payment or prepayment of Notes pursuant to any provision of this Agreement and no Notes may be issued in substitution or exchange for any such Notes.

Section 8.7. Make-Whole Amount.

"Make-Whole Amount" means, with respect to any Note, an amount equal to the excess, if any, of the Discounted Value of the Remaining Scheduled Payments with respect to the Called Principal of such Note over the amount of such Called Principal, provided that the Make-Whole Amount may in no event be less than zero. For the purposes of determining the Make-Whole Amount, the following terms have the following meanings:

"Called Principal" means, with respect to any Note, the principal of such Note that is to be prepaid pursuant to Section 8.2 or has become or is declared to be immediately due

and payable pursuant to Section 12.1, as the context requires.

"Discounted Value" means, with respect to the Called Principal of any Note, the amount obtained by discounting all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on the Notes is payable) equal to the Reinvestment Yield with respect to such Called Principal. "Reinvestment Yield" means, with respect to the Called Principal of any Note, .50% over the yield to maturity implied by (i) the yields reported as of 10:00 a.m. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as "Page PX1" (or such other display as may replace Page PX1 on Bloomberg Financial Markets ("Bloomberg")) or, if Page PX1 (or its successor screen on Bloomberg) is unavailable, the Telerate Access Service screen which corresponds most closely to Page PX1 for the most recently issued actively traded on the run U.S. Treasury securities having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported as of such time are not ascertainable (including by way of interpolation), the Treasury Constant Maturity Series Yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the Settlement Date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (or any comparable successor publication) for U.S. Treasury securities having a constant maturity equal to the Remaining Average Life of such

Called Principal as of such Settlement Date. In the case of each determination under clause (i) or clause (ii), as the case may be, of the preceding paragraph, such implied yield will be determined, if necessary, by (a) converting U.S. Treasury bill quotations to bond equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the applicable U.S. Treasury security with the maturity closest to and greater than such Remaining Average Life and (2) the applicable U.S. Treasury security with the maturity closest to and less than such Remaining Average Life. The Reinvestment Yield shall be rounded to the number of decimal places as appears in the interest rate of the applicable Note.

"Remaining Average Life" means, with respect to any Called Principal, the number of years (calculated to the nearest one-twelfth year) obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by multiplying (a) the principal component of each Remaining Scheduled Payment with respect to such Called Principal by (b) the number of years (calculated to the nearest one-twelfth year) that will elapse between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

"Remaining Scheduled Payments" means, with respect to the Called Principal of any Note, all payments of such Called Principal and interest thereon including, without limitation, pursuant to Section 9.10, that would be due after the Settlement Date with respect to such Called Principal if no payment of such Called Principal were made prior to its scheduled due date, provided that if such Settlement Date is not a date on which interest payments are due to be made under the terms of the Notes, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 8.2 or Section 12.1.

"Settlement Date" means, with respect to the Called Principal of any Note, the date on which such Called Principal is to be prepaid pursuant to Section 8.2 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

Section 8.8. Prepayment in Connection with Sales of Assets. If the Company chooses to make an offer to prepay the Notes pursuant to Section 10.8, the Company will give written notice thereof to the holders of all outstanding Notes, which notice shall (i) refer specifically to this Section 8.8 and describe in reasonable detail the Disposition giving rise to such offer to prepay the Notes, (ii) specify the principal amount of each Note being offered to be prepaid, without any requirement to pay any Make-Whole Amount, which amount shall be allocated among all of the Notes at the time outstanding in proportion, as nearly as practicable, to the respective unpaid principal amounts not theretofore called for prepayment, (iii) specify a date not less than 30 days and not more than 60 days after the date of such notice (the "Disposition Prepayment Date") and specify the Disposition Response Date (as defined below), and (iv) offer to prepay on the Disposition Prepayment Date the amount specified in (ii) above with respect to each Note together with interest accrued thereon to the Disposition Prepayment Date. Each holder of a Note shall notify the Company of such holder's acceptance or rejection of such offer by giving written notice of such acceptance or rejection to the Company (provided, however, that any holder who fails to so notify the Company shall be deemed to have rejected such offer) on a date at least 10 days prior to the Disposition Prepayment Date (such date 10 days prior to the Disposition Prepayment Date being the "Disposition Response Date"), provided, that if any holder of Notes declines such offer, the proceeds that would have been paid to such holder shall be offered pro rata to the other holders of the Notes that have accepted the offer. The Company shall prepay on the Disposition Prepayment Date the amount specified in (ii) above with respect to each Note held by the holders who have accepted such offer in accordance with this Section 8.8.

SECTION 9. AFFIRMATIVE COVENANTS.

The Company covenants that so long as any of the Notes are outstanding:

Section 9.1. Compliance with Law. Without limiting Section 10.9, the Company will, and will cause each of its Subsidiaries to, comply with all laws, ordinances or governmental rules or regulations to which each of them is subject, including, without limitation, ERISA, the USA Patriot Act and Environmental Laws, and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of their respective properties or to the conduct of their respective businesses, in each case to the extent necessary to ensure that non-compliance with such laws, ordinances or governmental rules or regulations or

failures to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 9.2. Insurance. The Company will, and will cause each of its Subsidiaries to, maintain, with financially sound and reputable insurers, insurance with respect to their respective properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated.

Section 9.3. Maintenance of Properties. The Company will, and will cause each of its Subsidiaries to, maintain and keep, or cause to be maintained and kept, their respective properties in good repair, working order and condition (other than ordinary wear and tear), so that the business carried on in connection therewith may be properly conducted at all times, provided that this Section shall not prevent the Company or any Subsidiary from discontinuing the operation and the maintenance of any of its properties if the Company or such Subsidiary has concluded that such discontinuance is desirable in the conduct of its business and the Company has concluded that such discontinuance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 9.4. Payment of Taxes and Claims. The Company will, and will cause each of its Subsidiaries to, file all tax returns required to be filed in any jurisdiction and to pay and discharge all taxes shown to be due and payable on such returns and all other taxes, assessments, governmental charges, or levies imposed on them or any of their

properties, assets, income or franchises, to the extent such taxes, assessments, charges and levies have become due and payable and before they have become delinquent and all claims for which sums have become due and payable that have or might become a Lien on properties or assets of the Company or any Subsidiary, provided that neither the Company nor any Subsidiary need file any such return or pay any such tax, assessment, charge, levy or claim if (i) the amount, applicability or validity thereof is contested by the Company or such Subsidiary on a timely basis in good faith and in appropriate proceedings, and the Company or a Subsidiary has established adequate reserves therefor in accordance with GAAP on the books of the Company or such Subsidiary or (ii) the non-filing of all such returns or the nonpayment of all such taxes, assessments, charges, levies and claims in the aggregate could not reasonably be expected to have a Material Adverse Effect.

Section 9.5. Limited Liability Company and Corporate Existence, Etc. Subject to Sections 10.7 and 10.8, the Company will at all times preserve and keep in full force and effect its corporate existence. Subject to Sections 10.7 and 10.8, the Company will at all times preserve and keep in full force and effect the limited liability company, corporate or other applicable existence of each of its Subsidiaries (unless merged or consolidated into or with, or substantially all of its assets are transferred to, the Company or a Wholly Owned Subsidiary) and all rights and franchises of the Company and its Wholly-Owned Subsidiaries unless, in the good faith judgment of the Company, the termination of or failure to preserve and keep in full force and effect such limited liability company, corporate or other applicable existence, right or franchise could not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

Section 9.6. Books and Records. The Company will, and will cause each of its Subsidiaries to, maintain proper books of record and account in conformity with GAAP and all applicable requirements of any Governmental Authority having legal or regulatory jurisdiction over the Company or such Subsidiary, as the case may be.

Section 9.7. Additional Subsidiary Guarantors. The Company hereby covenants and agrees that, if any Subsidiary which is not a Subsidiary Guarantor (i) guarantees the Company's obligations under the Bank Credit Agreement, (ii) directly or indirectly becomes an obligor under the Bank Credit Agreement or (iii) directly or indirectly guarantees any Indebtedness or other obligations of the Company, it will cause such Subsidiary to, concurrently therewith, (a) enter into a joinder agreement substantially in the form of Annex I to the Subsidiary Guarantee Agreement or otherwise deliver another Subsidiary Guarantee Agreement reasonable acceptable to the Required Holders, in each case, for the benefit of the holders of the Notes, (b) deliver a favorable legal opinion of nationally recognized independent counsel, or other independent counsel reasonably satisfactory to the Required Holders, as to the good standing, due authorization, execution, delivery, validity and enforceability thereof, and that the Subsidiary Guarantee Agreement does not violate or conflict with any law, agreement or governing document relating to such Subsidiary and such other opinions as are reasonably requested by the Required Holders and their counsel and (c) deliver appropriate limited liability company or corporate resolutions

and other limited liability company or corporate documentation in form and substance reasonably satisfactory to the Required Holders and their counsel.

Section 9.8. Release of Subsidiary Guarantors. If any Subsidiary is released as a borrower, guarantor or other obligor under the Bank Credit Agreement (and is not then designated as a borrower, guarantor or other obligor under any other credit facility of the Company or any Subsidiary), such Subsidiary shall be deemed released as a Subsidiary Guarantor concurrently with the Company providing you with an Officer's Certificate. Such Officer's Certificate shall be accompanied by evidence of such release under the Credit Agreement and shall certify that (i) at the time of such release and immediately after giving effect thereto, no Default or Event of Default existed or shall exist hereunder (ii) such Subsidiary then being released is not then a borrower or obligor under any other credit facility, and (iii) other than the payment of reasonable legal fees, no consideration was granted to any agent or lender under the Bank Credit Agreement, directly or indirectly in connection with such release including, but not limited to, any payment of any fees, any increase in pricing, any additional Guaranty, any participation in other transactions or any other credit enhancement or other benefit.

Section 9.9. Pari Passu Ranking. The Company's obligations under the Financing Agreements will, at all times, rank at least pari passu, without preference or priority, with all of its other outstanding unsecured Senior Indebtedness (including, without limitation, the Bank Credit Agreement). Each Subsidiary Guarantor's obligations under the Subsidiary Guaranty Agreement will, at all times, rank at least pari passu, without preference or priority, with all of its other outstanding unsecured Senior Indebtedness (including, without limitation, any obligation under or relating to the Bank Credit Agreement).

Section 9.10. Additional Interest. If the Company fails to make an Equity Issuance resulting in the Company receiving new net cash proceeds in an amount not less than $75,000,000 on or before September 30, 2006, then in addition to all other interest accruing on the Notes (including, without limitation, the Default Rate), additional interest in the amount of 0.45% per annum shall accrue on the Notes commencing on September 30, 2006 and continuing through maturity and payment in full of the Notes (and the Company will pay such additional interest concurrently with all other interest becoming due and payable on the Notes), provided that if the Company makes an Equity Issuance resulting in the Company receiving new net cash proceeds in an amount not less than $75,000,000 at any time after September 30, 2006 but prior to September 30, 2007, then on and after the first day of the next fiscal quarter beginning after the date of such Equity Issuance, such additional interest shall cease to accrue and shall no longer be payable on the Notes.

SECTION 10. NEGATIVE COVENANTS.

The Company covenants that so long as any of the Notes are outstanding:

Section 10.1. Transactions with Affiliates. The Company will not, and will not permit any Subsidiary to, enter into directly or indirectly any transaction or group of related transactions (including without limitation the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any Affiliate (other than the Company or another Subsidiary), except in the ordinary course and pursuant to the reasonable requirements of the Company's or such Subsidiary's business and upon fair and reasonable terms no less favorable to the Company or such Subsidiary than would be obtainable in a comparable arm's-length transaction with a Person not an Affiliate.

Section 10.2. Consolidated Net Worth. The Company will not, as of the end of any fiscal quarter, permit Consolidated Net Worth to be less than the sum of (a) $150,000,000, plus (b) an aggregate amount equal to 25% of Consolidated Net Income (but, in each case, only if a positive number) for each completed fiscal quarter beginning with the fiscal quarter ending June 30, 2006 plus (c) an aggregate amount equal to 50% of the net proceeds of all Equity Issuances after the date of Closing.

Section 10.3. Consolidated Debt Coverage. The Company will not, as of the end of each fiscal quarter, permit the ratio of Consolidated Debt outstanding on such date to Consolidated Operating Cash Flow for the immediately preceding four quarter period, taken as a single accounting period ending on the date of calculation, to exceed (i) 3.00 to 1.00 as of the end of any fiscal quarter prior to December 31, 2006 and (ii) 2.75 to 1.00 at the end of any fiscal quarter thereafter. If, during the period for which Consolidated Operating Cash Flow is being calculated, the Company or a Subsidiary has (i) acquired one or more Persons (or the assets thereof) or (ii) disposed of one or more Subsidiaries (or substantially all of the assets thereof), Consolidated Operating Cash Flow shall be calculated on a pro forma basis as if all of such acquisitions and all such dispositions had occurred on the first day of such period.

Section 10.4. Fixed Charge Coverage. The Company will not permit, as at the end of each fiscal quarter, the ratio of Consolidated Income Available for Fixed Charges to Consolidated Fixed Charges, in each case for the immediately preceding four quarter period, taken as a single accounting period ending on the date of calculation, to be less than 1.75 to 1.00. If, during the period for which the ratio of Consolidated Income Available for Fixed Charges to Consolidated Fix Charges is being calculated, the Company

or a Subsidiary has (i) acquired one or more Persons (or the assets thereof) or (ii) disposed of one or more Subsidiaries (or substantially all of the assets thereof), Consolidated Income Available for Fixed Charges and Consolidated Fixed Charges shall be calculated on a pro forma basis as if all of such acquisitions and all such dispositions had occurred on the first day of such period.

Section 10.5. Priority Debt. The Company will not, at any time, permit Priority Debt to exceed 15% of Consolidated Net Worth determined as of the end of the most recently ended fiscal quarter.

Section 10.6. Liens. The Company will not, and will not permit any of its Subsidiaries to, directly or indirectly create, incur, assume or permit to exist (upon the happening of a contingency or otherwise) any Lien on or with respect to any property or asset (including, without limitation, any document or instrument in respect of goods or accounts receivable) of the Company or any such Subsidiary, whether now owned or held or hereafter acquired, or any income or profits therefrom or assign or otherwise convey any right to receive income or profits (unless it makes, or causes to be made, effective provision whereby the Notes will be equally and ratably secured with any and all other obligations thereby secured, such security to be pursuant to an agreement reasonably satisfactory to the Required Holders and, in any such case, the Notes shall have the benefit, to the fullest extent that, and with such priority as, the holders of the Notes may be entitled under applicable law, of an equitable Lien on such property), except:

(a) Liens for taxes, assessments or other governmental charges or levies which are not yet due and payable or the payment of which is not at the time required by Section 9.4;

(b) Liens existing on the date of this Agreement and securing the Indebtedness of the Company and its Subsidiaries referred to in Schedule 5.15;

(c) (i) Liens incidental to the conduct of business or the ownership of properties and assets (including landlords', lessors', carriers', operators', warehousemen's, mechanics', materialmen's and other similar Liens) and Liens (other than any Lien imposed by ERISA) incurred or deposits made in the ordinary course of business (i) in connection with workers' compensation, unemployment insurance and other types of social security or retirement benefits, or (ii) to secure (or to obtain letters of credit that secure) the performance of tenders, statutory obligations, surety bonds, appeal bonds, bids, leases (other than Capital Leases), performance bonds, purchase, construction or sales contracts and other similar obligations, in each case not incurred or made in connection with the borrowing of money, the obtaining of advances or credit or the payment of the deferred purchase price of property and (ii) Liens of commercial depositary institutions constituting a right of setoff against amounts on deposit with any such institution, provided, that such deposit account is not a dedicated cash collateral account and is not subject to restrictions against access by the Company or its Subsidiaries;

(d) any attachment or judgment Lien, unless the judgment it secures shall not, within 60 days after the entry thereof, have been discharged or execution thereof stayed pending appeal, or shall not have been discharged within 60 days after the expiration of any such stay;

(e) leases or subleases granted to others, easements, rights-of-way, minor survey exceptions, restrictions and other similar charges or encumbrances, in each case incidental to, and not interfering with, the ordinary conduct of the business of the Company or any of its Subsidiaries, provided that such Liens do not, in the aggregate, materially detract from the value of such property or which relate only to assets that in the aggregate are not Material;

(f) any Lien (i) created contemporaneously with its acquisition or within 365 days of the acquisition or construction or development thereof to secure all or any part of the purchase price, or to secure Indebtedness incurred or assumed to pay all or any part of the purchase price or cost of construction, of property (or any improvement thereon) acquired or constructed by the Company or a Subsidiary after the date of the Closing or (ii) any Lien existing on property of a Person immediately prior to its being consolidated or amalgamated with or merged into the Company or any Subsidiary or its becoming a Subsidiary, or any Lien existing on any property acquired by the Company or

any Subsidiary at the time such property is so acquired (whether or not the Indebtedness secured thereby shall have been assumed), provided that

(A) any such Lien shall extend solely to the item or items of such property (or improvement thereon) so acquired or constructed and, if required by the terms of the instrument originally creating such Lien, other property (or improvement thereon) which is an improvement to or is acquired for specific use in connection with such acquired or constructed property (or improvement thereon) or which is real property being improved by such acquired or constructed property (or improvement thereon), and

(B) the principal amount of the Indebtedness secured by any such Lien shall at no time exceed an amount equal to the lesser of (1) the cost to the Company or such Subsidiary of the property (or improvement thereon) so acquired or constructed and (2) the fair market value (as determined in good faith by one or more of the officers of the Company to whom authority to enter into such transaction has been delegated by the board of directors of the Company) of such property (or improvement thereon) at the time of such acquisition or construction;

(g) any Lien renewing, extending or refunding any Lien permitted by paragraphs (b) or (f) of this Section 10.6, provided that
(i) the principal amount of Indebtedness secured by such Lien immediately prior to such extension, renewal or refunding is not increased or the maturity thereof reduced, (ii) such Lien is not extended to any other property, and (iii) immediately after such extension, renewal or refunding no Default or Event of Default would exist;

(h) Liens securing obligations of a Subsidiary to the Company or to another Subsidiary; and

(i) if and so long as no Default or Event of Default exists hereunder, including, without limitation, under Section 10.5, Liens on assets securing Indebtedness of the Company or any Subsidiary in addition to those described in clauses (a) through (h) above.

For the purposes of this Section 10.6, any Person becoming a Subsidiary after the date of this Agreement shall be deemed to have incurred all of its then outstanding Liens at the time it becomes a Subsidiary, and any Person extending, renewing or refunding any Indebtedness secured by any Lien shall be deemed to have incurred such Lien at the time of such extension, renewal or refunding.

Section 10.7. Merger, Consolidation, Etc. The Company will not, and will not permit any Subsidiary to, consolidate with or merge with any other Person or convey, transfer or lease all or substantially all of its assets in a single transaction or series of transactions to any Person (except that any Subsidiary may (A) merge with or into, or convey, transfer or lease all or substantially all of its assets to, the Company or a Wholly-Owned Subsidiary if (1) in any such merger or consolidation involving the Company, the Company is the survivor and (2) immediately after giving effect to any such merger, consolidation or conveyance, transfer or lease, no Default or Event of Default would exist, including, without limitation, pursuant to Sections 10.3 and 10.4, treating such transaction, for determining compliance with Sections 10.3 and 10.4, as having been consummated as of the last day of the immediately preceding fiscal quarter or (B) convey, transfer or lease all of its assets in compliance with the provisions of Section 10.8) unless:

(a) in the case of the Company, the successor formed by such consolidation or the survivor of such merger or the Person that acquires by conveyance, transfer or lease all or substantially all of the assets of the Company as an entirety, as the case may be, shall be a solvent corporation or limited liability company organized and existing under the laws of the United States or any State thereof (including the District of Columbia), and, if the Company is not such surviving corporation or limited liability company, (i) such corporation or limited liability company shall have executed and delivered to each holder of any Notes its assumption of the due and punctual performance and observance of each covenant and condition of the Financing Agreements to which the Company is a party, (ii) such corporation or limited liability company shall have caused to be delivered to each holder of any Notes an opinion of nationally recognized independent counsel, or other independent counsel reasonably satisfactory to the Required Holders, to the effect that all agreements or instruments effecting such assumption are enforceable in accordance with their terms and comply with the terms hereof, and (iii) each other

Obligor shall have executed and delivered an acknowledgement that the Financing Agreements to which they are a party continue in full force and effect; and

(b) immediately before and immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing and the Company would have been in compliance with Sections 10.3 and 10.4 as of

the end of the most recent fiscal quarter treating such transaction as having been consummated as of the last day of the immediately preceding fiscal quarter.

No such conveyance, transfer or lease of all or substantially all of the assets of the Company or such Subsidiary shall have the effect of releasing the Company or such Subsidiary or any successor limited liability company or corporation that shall theretofore have become such in the manner prescribed in this Section 10.7 from its liability under the Financing Agreements to which it is a party.

Section 10.8. Sale of Assets. Except as permitted by Section 10.7, the Company will not, and will not permit any Subsidiary to, sell, lease, transfer or otherwise dispose of, including by way of merger (collectively, a "Disposition"), any assets, including capital stock of Subsidiaries, in one or a series of transactions, to any Person, other than:

(a) Dispositions in the ordinary course of business;

(b) Dispositions by a Subsidiary to the Company or a Wholly Owned Subsidiary; or

(c) Dispositions not otherwise permitted by clause (a) or (b) of this Section 10.8, provided that (i) the aggregate net book value of all assets so disposed of in any twelve-month period pursuant to this Section 10.8(c) does not exceed 10% of Consolidated Total Assets as of the last day of the most recently ended fiscal quarter, (ii) the aggregate net book value of all assets so disposed of on or after the date of Closing would not exceed 25% of Consolidated Total Assets as of the last day of the most recently ended fiscal quarter and (iii) after giving effect to such transaction, no Default or Event of Default shall exist.

Notwithstanding the foregoing, the Company may, or may permit a Subsidiary to, make a Disposition and the assets subject to such Disposition shall not be subject to or included in the foregoing limitation and computation contained in clause (c) of the preceding sentence:

(A) to the extent the net proceeds from such Disposition are reinvested in productive assets to be used in the existing business of the Company or a Subsidiary within 365 days of such Disposition; or

(B) if such assets are leased back by the Company or any Subsidiary, as lessee, within 365 days of the original acquisition or construction thereof by the Company or such Subsidiary; or

(C) to the extent the net proceeds from such Disposition are applied to the payment or prepayment of the Notes or any other outstanding Indebtedness of the Company or any Subsidiary ranking pari passu with or senior to the Notes (other than Indebtedness in respect of any revolving credit or similar credit facility providing the Company or any Subsidiary with the right to obtain loans or other extensions of credit from time to time, except to the extent that in connection with such payment of Indebtedness the available credit under such credit facility is permanently reduced by an amount not less than the amount of such proceeds applied to the payment of Indebtedness), provided that in connection with any such Disposition and payment of Indebtedness, the Company shall have offered to prepay at least the Ratable Portion in respect of each outstanding Note in accordance with Section 8.8 and shall have prepaid each holder of each such Note that shall have accepted such offer of prepayment in accordance with said Section 8.8 in a principal amount which at least equals the Ratable Portion for such Note. The Notes and such other outstanding Indebtedness shall be herein referred to as "Senior Disposition Indebtedness."

For purposes of foregoing clause (C), in the event that the Company shall choose to offer to prepay the Notes, such offer shall be made in accordance with Section 8.8 hereof.

Section 10.9. Subsidiary Indebtedness. In addition to and not in limitation of any other applicable restrictions herein, including Sections 10.3 and 10.5, the Company will not, at any time, permit any Subsidiary to, directly or indirectly, create, incur, assume, guarantee, have outstanding, or otherwise become or remain directly or indirectly liable with respect to, any Indebtedness other than:

(a) Indebtedness of a Subsidiary outstanding on the date of Closing and identified on Schedule 5.15 provided that such Indebtedness shall not be extended, renewed, refinanced or refunded except as otherwise provided herein;

(b) Indebtedness of a Subsidiary owed to the Company or a Wholly-Owned Subsidiary;

(c) Indebtedness of a Subsidiary outstanding at the time such Subsidiary becomes a Subsidiary, provided that (i) such Indebtedness shall not have been incurred in contemplation of such Subsidiary becoming a Subsidiary and (ii) immediately after such Subsidiary becomes a Subsidiary, no Default or Event of Default shall exist, and provided, further, that such Indebtedness shall not be extended, renewed, refinanced or refunded except as otherwise provided herein;

(d) Indebtedness under the Bank Credit Agreement of any Subsidiary Guarantor which as of the date of any determination thereof is party to a Subsidiary Guarantee Agreement so long as the Intercreditor Agreement continues to be in full force and effect and such Subsidiary is a party to the Intercreditor Agreement or has executed a joinder agreement pursuant to which such Subsidiary agrees to be bound by the provisions of such Intercreditor Agreement; and

(e) Indebtedness of a Subsidiary in addition to that otherwise permitted by the foregoing provisions, provided that on the date such Subsidiary incurs or otherwise becomes liable with respect to any such Indebtedness, and immediately after giving effect to the incurrence thereof, no Default or Event of Default exists hereunder including, without limitation, under Section 10.5.

For the purpose of this Section 10.9, any Person becoming a Subsidiary after the date of the Closing shall be deemed, at the time it becomes such a Subsidiary, to have incurred all of its then outstanding Indebtedness.

Section 10.10. Nature of Business. Except for acquisitions in the business services industry, the Company will not and will not permit any Subsidiary to engage in any business if, as a result, the general nature of the business in which the Company and its Subsidiaries, taken as a whole, would then be engaged would be substantially changed from the general nature of the business in which the Company and its Subsidiaries, taken as a whole, are engaged on the date of this Agreement as described in the Memorandum.

Section 10.11. Terrorism Sanctions Regulations. The Company will not and will not permit any Subsidiary to (a) become a Person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control or in Section 1 of the Anti-Terrorism Order or (b) engage in any dealings or transactions with any such Person.

SECTION 11. EVENTS OF DEFAULT.

An "Event of Default" shall exist if any of the following conditions or events shall occur and be continuing:

(a) the Company defaults in the payment of any principal or Make-Whole Amount, if any, on any Note when the same becomes due and payable, whether at maturity or at a date fixed for prepayment or by declaration or otherwise; or

(b) the Company defaults in the payment of any interest on any Note for more than five Business Days after the same becomes due and payable; or

(c) the Company defaults in the performance of or compliance with any term contained in Section 7.1(d) or Sections 10.2 through 10.9; or

(d) (i) the Company defaults in the performance of or compliance with any term contained herein (other than those referred to in Sections 11(a), (b) and (c)), or (ii) any Obligor defaults in the performance of or compliance with any term contained in the Financing Agreements (other than this Agreement), and in each case, such default is not remedied within 30 days after the earlier of (i) a Responsible Officer obtaining actual knowledge of such default and (ii) any Obligor receiving written notice of such default from any holder of a Note (any such written notice to be identified as a "notice of default" and to refer specifically to this Section 11(d)); or

(e) any representation or warranty made in writing by or on behalf of any Obligor or by any officer of any Obligor in any Financing Agreement or in any writing furnished in connection with the transactions contemplated hereby proves to have been false or incorrect in any material respect on the date as of which made; or

(f) (i) the Company or any Subsidiary is in default (as principal or as guarantor or other surety) in the payment of any principal of or premium or make-whole amount or interest on any Indebtedness that is outstanding in an aggregate principal amount of at least $10,000,000 beyond any period of grace provided with respect thereto, or (ii) the Company or any Subsidiary is in default in the performance of or compliance with any term of any evidence of any Indebtedness in an aggregate outstanding principal amount of at least $10,000,000 or of any mortgage, indenture or other agreement relating thereto or any other condition exists, and as a consequence of such default or condition such Indebtedness has become, or has been declared (or one or more persons are entitled to declare such Indebtedness to be), due and payable before its stated maturity or before its regularly scheduled dates of payment, or (iii) as a consequence of the occurrence or continuation of any event or condition (other than the passage of time or the right of the holder of Indebtedness to convert such Indebtedness into equity interests), (x) the Company or any Subsidiary has become obligated to purchase or repay Indebtedness before its regular maturity or before its regularly scheduled dates of payment in an aggregate outstanding principal amount of at least $10,000,000 or (y) one or more Persons have the right to require the Company or any Subsidiary so to purchase or repay such Indebtedness; or

(g) the Company or any Subsidiary (i) is generally not paying, or admits in writing its inability to pay, its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, (v) is adjudicated as insolvent or to be liquidated, or (vi) takes limited liability company or corporate action for the purpose of any of the foregoing; or

(h) a court or Governmental Authority of competent jurisdiction enters an order appointing, without consent by the Company or any of its Subsidiaries, a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the Company or any of its Subsidiaries, or any such petition shall be filed against the Company or any of its Subsidiaries and such petition shall not be dismissed within 60 days; or

(i) a final judgment or judgments for the payment of money aggregating in excess of an amount equal to 5% of Consolidated Net Worth as of the most recently ended fiscal quarter (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage) are rendered against one or more of the Company and its Subsidiaries and which judgments are not, within 60 days after entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within 60 days after the expiration of such stay; or

(j) if (i) any Plan shall fail to satisfy the minimum funding standards of ERISA or the Code for any plan year or part thereof or a waiver of such standards or extension of any amortization period is sought or granted under section 412 of the Code, (ii) a notice of intent to terminate any Plan shall have been or is reasonably expected to be filed with the PBGC or the PBGC shall have instituted proceedings under ERISA section 4042 to terminate or appoint a trustee to administer any Plan or the PBGC shall have notified the Company or any ERISA Affiliate that a Plan may become a subject of any such proceedings, (iii) the aggregate "amount of unfunded benefit liabilities" (within the meaning of section 4001(a)(18) of ERISA) under all Plans, determined in accordance with Title IV of ERISA, shall exceed $10,000,000, (iv) the Company or any ERISA Affiliate shall have incurred or is reasonably expected to incur any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, (v) the Company or any ERISA Affiliate withdraws from any Multiemployer Plan, or (vi) the Company or any Subsidiary establishes or amends any employee welfare benefit plan that provides post-employment welfare benefits in a manner that would increase the liability of the Company or any Subsidiary thereunder; and any such event or events described in clauses (i) through (vi) above, either individually or together with any other such event or events, could reasonably be expected to have a Material Adverse Effect; or

(k) any Subsidiary Guarantee Agreement shall at any time after its execution and delivery for any reason cease to be in full force and effect (other than in accordance with Section 9.8), or shall be declared null and void, or the enforceability thereof shall be contested by any Obligor thereunder.

As used in Section 11(j), the terms "employee benefit plan" and "employee welfare benefit plan" shall have the respective meanings assigned to such terms in section 3 of ERISA.

SECTION 12. REMEDIES ON DEFAULT, ETC.

Section 12.1. Acceleration. (a) If an Event of Default with respect to any Obligor described in Section 11(g) or (h) (other than an Event of Default described in clause (i) of Section 11(g) or described in clause (vi) of Section 11(g) by virtue of the fact that such clause encompasses clause (i) of Section 11(g)) has occurred, all the Notes then outstanding shall automatically become immediately due and payable.

(b) If any other Event of Default has occurred and is continuing, any holder or holders of more than 50% in principal amount of the Notes at the time outstanding may at any time at its or their option, by notice or notices to the Company, declare all the Notes then outstanding to be immediately due and payable.

(c) If any Event of Default described in Section 11(a) or (b) has occurred and is continuing, any holder or holders of Notes at the time outstanding affected by such Event of Default may at any time, at its or their option, by notice or notices to the Company, declare all the Notes held by it or them to be immediately due and payable.

Upon any Notes becoming due and payable under this Section 12.1, whether automatically or by declaration, such Notes will forthwith mature and the entire unpaid principal amount of such Notes, plus (x) all accrued and unpaid interest thereon (including, but not limited to, interest accrued thereon at the Default Rate) and (y) the Make-Whole Amount determined in respect of such principal amount (to the full extent permitted by applicable law), shall all be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of which are hereby waived. The Company acknowledges, and the parties hereto agree, that each holder of a Note has the right to maintain its investment in the Notes free from repayment by the Company (except as herein specifically provided for) and that the provision for payment of a Make-Whole Amount by the Company in the event that the Notes are prepaid or are accelerated as a result of an Event of Default, is intended to provide compensation for the deprivation of such right under such circumstances.

Section 12.2. Other Remedies. If any Default or Event of Default has occurred and is continuing, and irrespective of whether any Notes have become or have been declared immediately due and payable under Section 12.1, the holder of any Note at the time outstanding may proceed to protect and enforce the rights of such holder by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein, in any Note or in any other Financing Agreement, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

Section 12.3. Rescission. At any time after any Notes have been declared due and payable pursuant to Section 12.1(b) or (c), the holders of more than 50% in principal amount of the Notes then outstanding, by written notice to the Company, may rescind and annul any such declaration and its consequences if (a) the Company has paid all overdue interest on the Notes, all principal of and Make-Whole Amount, if any, on any Notes that are due and payable and are unpaid other than by reason of such declaration, and all interest on such overdue principal and Make-Whole Amount, if any, and (to the extent permitted by applicable law) any overdue interest in respect of the Notes, at the Default Rate, (b) neither the Company nor any other Person shall have paid any amounts which have become due solely by reason of such declaration, (c) all Events of Default and Defaults, other than non-payment of amounts that have become due solely by reason of such declaration, have been cured or have been waived pursuant to Section 17, and (d) no judgment or decree has been entered for the payment of any monies due pursuant hereto or to the Notes. No rescission and annulment under this Section 12.3 will extend to or affect any subsequent Event of Default or Default or impair any right consequent thereon.

Section 12.4. No Waivers or Election of Remedies, Expenses, Etc. No course of dealing and no delay on the part of any holder of any Note in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice such holder's rights, powers or remedies. No right, power or remedy conferred by this Agreement, any Note or any other Financing Agreement upon any holder thereof shall be exclusive of any other right, power or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise. Without limiting the obligations of the Company under Section 15, the Company will pay to the holder of each Note on demand such further amount as shall be sufficient to cover all costs and expenses of such holder incurred in any enforcement or collection under this Section 12, including, without limitation, reasonable attorneys' fees, expenses and disbursements.

SECTION 13. REGISTRATION; EXCHANGE; SUBSTITUTION OF NOTES.

Section 13.1. Registration of Notes. The Company shall keep at its principal executive office a register for the registration and registration of transfers of Notes. The name and address of each holder of one or more Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be registered in such register. Prior to due presentment for registration of transfer, the Person in whose name any Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Company shall not be affected by any notice or knowledge to the contrary. The Company shall give to any holder of a Note that is an Institutional Investor promptly upon request therefor, a complete and correct copy of the names and addresses of all registered holders of Notes.

Section 13.2. Transfer and Exchange of Notes. Upon surrender of any Note to the Company at the address and to the attention of the designated officer (all as specified in Section 18(iii)), for registration of transfer or exchange (and in the case of a surrender for registration of transfer accompanied by a written instrument of transfer duly executed by the registered holder of such Note or such holder's attorney duly authorized in writing and accompanied by the relevant name, address and other information for notices of each transferee of such Note or part thereof), within ten Business Days thereafter, the Company shall execute and deliver, at the Company's expense (except as provided below), one or more new Notes (as requested by the holder thereof) in exchange therefor, in an aggregate principal amount equal to the unpaid principal amount of the surrendered Note. Each such new Note shall be payable to such Person as such holder may request and shall be substantially in the form of Exhibit 1. Each such new Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Note or dated the date of the surrendered Note if no interest shall have been paid thereon. The Company may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of Notes. Notes shall not be transferred in denominations of less than $100,000, provided that if necessary to enable the registration of transfer by a holder of its entire holding of Notes, one Note may be in a denomination of less than $100,000. Any transferee, by its acceptance of a Note registered in its name (or the name of its nominee), shall be deemed to have made the representation set forth in Section 6.2.

Section 13.3. Replacement of Notes. Upon receipt by the Company at the address and to the attention of the designated officer (all as specified in Section 18(iii)) of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of any Note (which evidence shall be, in the case of an Institutional Investor, a certificate from such Institutional Investor of such ownership and such loss, theft, destruction or mutilation), and

(a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it (provided that if the holder of such Note is, or is a nominee for, an original Purchaser or another holder of a Note with a minimum net worth of at least $100,000,000 or a Qualified Institutional Buyer, such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory), or

(b) in the case of mutilation, upon surrender and cancellation thereof, within ten Business Days thereafter, the Company at its own expense shall execute and deliver, in lieu thereof, a new Note dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed or mutilated Note or dated the date of such lost, stolen, destroyed or mutilated Note if no interest shall have been paid thereon.

Section 13.4. Legend. Each Note issued on the date of the Closing and each Note issued pursuant to this Section 13 shall bear a legend substantially as follows (until such time as the Obligors shall reasonably agree that such legend is no longer necessary or advisable):

"THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER APPLICABLE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE SOLD OR OTHERWISE TRANSFERRED UNLESS REGISTERED OR EXEMPT FROM REGISTRATION UNDER SAID ACT OR SUCH OTHER LAWS."

SECTION 14. PAYMENTS ON NOTES.

Section 14.1. Place of Payment. Subject to Section 14.2, payments of principal, Make-Whole Amount, if any, and interest becoming due and payable on the Notes shall be made in Chicago, Illinois at the principal office of LaSalle Bank National Association, in such jurisdiction. The Company may at any time, by notice to each holder of a Note,

change the place of payment of the Notes so long as such place of payment shall be either the principal office of the Company in such jurisdiction or the principal office of a bank or trust company in such jurisdiction.

Section 14.2. Home Office Payment. So long as any Purchaser or its nominee shall be the holder of any Note, and notwithstanding anything contained in Section 14.1 or in such Note to the contrary, the Company will pay all sums becoming due on such Note for principal, Make-Whole Amount, if any, and interest by the method and at the address specified for such purpose below such Purchaser's name in Schedule A, or by such other method or at such other address as such Purchaser shall have from time to time specified to the Company in writing for such purpose, without the presentation or surrender of such Note or the making of any notation thereon, except that upon written request of the Company made concurrently with or reasonably promptly after payment or prepayment in full of any Note, such Purchaser shall surrender such Note for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Company pursuant to Section 14.1. Prior to any sale or other disposition of any Note held by a Purchaser or its nominee, such Purchaser will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon or surrender such Note to the Company in exchange for a new Note or Notes pursuant to Section 13.2. The Company will afford the benefits of this Section 14.2 to any Institutional Investor that is the direct or indirect transferee of any Note purchased by a Purchaser under this Agreement and that has made the same agreement relating to such Note as the Purchasers have made in this Section 14.2.

SECTION 15. EXPENSES, ETC.

Section 15.1. Transaction Expenses. Whether or not the transactions contemplated hereby are consummated, the Company will pay all costs and expenses (including reasonable attorneys' fees of a special counsel and, if reasonably required by the Required Holders, local or other counsel) incurred by the Purchasers and each other holder of a Note in connection with such transactions and in connection with any amendments, waivers or consents under or in respect of any Financing Agreement (whether or not such amendment, waiver or consent becomes effective), including, without limitation: (a) the costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under any Financing Agreement or in responding to any subpoena or other legal process or informal investigative demand issued in connection with any Financing Agreements, or by reason of being a holder of any Note, (b) the costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of any Obligor or any Subsidiary or in connection with any work-out or restructuring of the transactions contemplated by the Financing Agreements and (c) the costs and expenses incurred in connection with the initial filing of this Agreement and all related documents and financial information with the SVO provided, that such costs and expenses shall not exceed $3,000. The Obligors shall only be liable under this Section 15.1 for the reasonable attorneys' fees of a single special counsel and, if reasonably required, a single local counsel in each jurisdiction where any Obligor or other Subsidiary conducts business, in each case acting on behalf of the holders of the Notes as a group, unless, in the reasonable judgment of any holder of Notes a conflict exists between such holder of Notes and any other holder of Notes, in which event the Obligors shall be obligated to pay the reasonable fees and expenses of such additional counsel or counsels as shall be necessary to eliminate such conflict. The Company will pay, and will save each Purchaser and each other holder of a Note harmless from, all claims in respect of any fees, costs or expenses, if any, of brokers and finders (other than those, if any, retained by a Purchaser or other holder in connection with its purchase of the Notes).

Section 15.2. Survival. The obligations of the Company under this Section 15 will survive the payment or transfer of any Note, the enforcement, amendment or waiver of any provision of any Financing Agreement, and the termination of any Financing Agreement.

SECTION 16. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.

All representations and warranties contained herein shall survive the execution and delivery of this Agreement, the Notes and the other Financing Agreements, the purchase or transfer by any Purchaser of any Note or portion thereof or interest therein and the payment of any Note, and may be relied upon by any subsequent holder of a Note, regardless of any investigation made at any time by or on behalf of such Purchaser or any other holder of a Note. All statements contained in any certificate or other instrument delivered by or on behalf of any Obligor pursuant to any Financing Agreement shall be deemed representations and warranties of such Obligor under such Financing Agreement. Subject to the preceding sentence, this Agreement, the Notes and the other Financing Agreements

embody the entire agreement and understanding between each Purchaser and the Obligors and supersede all prior agreements and understandings relating to the subject matter hereof.

SECTION 17. AMENDMENT AND WAIVER.

Section 17.1. Requirements. This Agreement and the Notes may be amended, and the observance of any term hereof or of the Notes may be waived (either retroactively or prospectively), with (and only with) the written consent of the Company and the Required Holders, except that (a) no amendment or waiver of any of the provisions of Section 1, 2, 3, 4, 5, 6 or 21 hereof, or any defined term (as it is used therein), will be effective as to any Purchaser unless consented to by such Purchaser in writing, and (b) no such amendment or waiver may, without the written consent of the holder of each Note at the time outstanding affected thereby, (i) subject to the provisions of Section 12 relating to acceleration or rescission, change the amount or time of any prepayment or payment of principal of, or reduce the rate or change the time of payment or method of computation of interest or of the Make-Whole Amount on, the Notes, (ii) change the percentage of the principal amount of the Notes the holders of which are required to consent to any such amendment or waiver, or (iii) amend any of Sections 8, 11(a), 11(b), 12, 17 or 20.

Section 17.2. Solicitation of Holders of Notes.

(a) Solicitation. The Company will provide each holder of the Notes (irrespective of the amount of Notes then owned by it) with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holder to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof or of the Notes. The Company will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to the provisions of this Section 17 to each holder of outstanding Notes promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of Notes.

(b) Payment. The Company will not directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security or provide other credit support, to any holder of Notes as consideration for or as an inducement to the entering into by any holder of Notes of any waiver or amendment of any of the terms and provisions hereof unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to each holder of Notes then outstanding even if such holder did not consent to such waiver or amendment.

Section 17.3. Binding Effect, etc. Any amendment or waiver consented to as provided in this Section 17 applies equally to all holders of Notes and is binding upon them and upon each future holder of any Note and upon the Obligors without regard to whether such Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Obligors and the holder of any Note nor any delay in exercising any rights hereunder or under any Note shall operate as a waiver of any rights of any holder of such Note. As used herein, the term "this Agreement" and references thereto shall mean this Agreement as it may from time to time be amended or

supplemented.

Section 17.4. Notes Held by Company, Etc. Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of Notes then outstanding approved or consented to any amendment, waiver or consent to be given under this Agreement, the Notes or any other Financing Agreement, or have directed the taking of any action provided herein, in the Notes or any other Financing Agreement to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of Notes the outstanding, Notes directly or indirectly owned by the Company or any of its Affiliates shall be deemed not to be outstanding.

SECTION 18. NOTICES.

All notices and communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

(i) if to any Purchaser or its nominee, to such Purchaser or nominee at the address specified for such communications in Schedule A, or at such other address as such Purchaser or nominee shall have specified to the Company in writing,

(ii) if to any other holder of any Note, to such holder at such address as such other holder shall have specified to the Company in writing, or

(iii) if to the Company, to the Company at its address set forth at the beginning hereof to the attention of the Chief Executive Officer, or at such other address as the Company shall have specified to the holder of each Note in writing.

Notices under this Section 18 will be deemed given only when actually received.

SECTION 19. REPRODUCTION OF DOCUMENTS.

This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications that may hereafter be executed, (b) documents received by any Purchaser at the Closing (except the Notes themselves), and (c) financial statements, certificates and other information previously or hereafter furnished to any Purchaser, may be reproduced by such Purchaser by any photographic, photostatic, electronic, digital, or other similar process and such Purchaser may destroy any original document so reproduced. The Company agrees and stipulates that, to the extent permitted by applicable law, any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by such Purchaser in the regular course of business) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 19 shall not prohibit the Company or any other holder of Notes from contesting any such reproduction to the same extent that it could contest the original, or from introducing evidence to demonstrate the inaccuracy of any such reproduction.

SECTION 20. CONFIDENTIAL INFORMATION.

For the purposes of this Section 20, "Confidential Information" means information delivered to any Purchaser by or on behalf of the Company or any Subsidiary in connection with the transactions contemplated by or otherwise pursuant to this Agreement that is proprietary in nature and that was clearly marked or labeled or otherwise adequately identified when received by such Purchaser as being confidential information of the Company or such Subsidiary, provided that such term does not include information that (a) was publicly known or otherwise known to such Purchaser prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by such Purchaser or any person acting on such Purchaser's behalf, (c) otherwise becomes known to such Purchaser other than through disclosure by the Company or such Subsidiary or by any Person known by you to be acting in breach of any duty of confidentiality owed to the Company or such Subsidiary or (d) constitutes financial statements delivered to such Purchaser under Section 7.1 that are otherwise publicly available. Each Purchaser will maintain the confidentiality of such Confidential Information in accordance with procedures adopted by such Purchaser in good faith to protect confidential information of third parties delivered to such Purchaser, provided that such Purchaser may deliver or disclose Confidential Information to (i) its directors, trustees, officers, employees, agents, attorneys and affiliates (to the extent such disclosure reasonably relates to the administration of the investment represented by its Notes), (ii) its financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Section 20, (iii) any other holder of any Note, (iv) any Institutional Investor to which it sells or offers to sell such Note or any part thereof or any participation therein (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 20), (v) any Person from which it offers to purchase any security of the Company (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 20), (vi) any federal or state regulatory authority having jurisdiction over such Purchaser provided you advise such authority of the confidential nature of such information, (vii) the NAIC or the SVO or, in each case, any similar organization, or any nationally recognized rating agency that requires access to information about such Purchaser's investment portfolio provided you advise such authority of the confidential nature of such information, or (viii) any other Person to which such delivery or disclosure may be necessary or appropriate provided you advise such Person of the confidential nature of such information, (w) to effect compliance with any law, rule, regulation or order applicable to such Purchaser, (x) in response to any subpoena or other legal process, (y) in connection with any litigation to which such Purchaser is a party or (z) if an Event of Default has

occurred and is continuing, to the extent such Purchaser may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under such Purchaser’s Notes, this Agreement and the other Financing Agreements. If you or any other receiving party becomes legally required to disclose any confidential information by order, request or demand as provided in this paragraph or otherwise, you or the other receiving party shall provide the Company with prior prompt written notice of such disclosure requirement, to the extent permitted by applicable law, so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with respect to that disclosure and shall cooperate in connection with such effort. Each holder of a Note, by its acceptance of a Note, will be deemed to have agreed to be bound by and to be entitled to the benefits of this Section 20 as though it were a party to this Agreement. On reasonable request by the Company in connection with the delivery to any holder of a Note of information required to be delivered to such holder under this Agreement or requested by such holder (other than a holder that is a party to this Agreement or its nominee), such holder will enter into an agreement with the Company embodying the provisions of this Section 20. You agree that for purposes of Regulation FD of the SEC, the provisions of Section 20 shall constitute a confidentiality agreement within the meaning of Rule 100(b)(2) of Regulation FD.

SECTION 21. SUBSTITUTION OF PURCHASER.

Each Purchaser shall have the right to substitute any one of its Affiliates as the purchaser of the Notes that it has agreed to purchase hereunder, by written notice to the Company, which notice shall be signed by both such Purchaser and such Affiliate, shall contain such Affiliate’s agreement to be bound by this Agreement and shall contain a confirmation by such Affiliate of the accuracy with respect to it of the representations set forth in Section 6. Such substituted purchaser shall provide to the Company in such

notice of transfer information reasonably requested by the Company in order to facilitate delivery of notices to such substituted purchaser, including wire transfer information similar to the information provided by you in Schedule A. Upon receipt of such notice, any reference to such Purchaser in this Agreement (other than in this Section 21), shall be deemed to refer to such Affiliate in lieu of such original Purchaser. In the event that such Affiliate is so substituted as a Purchaser hereunder and such Affiliate thereafter transfers to such original Purchaser all of the Notes then held by such Affiliate, upon receipt by the Company of notice of such transfer, any reference to such Affiliate as a "Purchaser" in this Agreement (other than in this Section 21), shall no longer be deemed to refer to such Affiliate, but shall refer to such original Purchaser, and such original Purchaser shall again have all the rights of an original holder of the Notes under this Agreement.

SECTION 22. MISCELLANEOUS.

Section 22.1. Successors and Assigns. All covenants and other agreements contained in this Agreement and in the other Financing Agreements by or on behalf of any of the parties hereto or thereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not.

Section 22.2. Payments Due on Non-Business Days. Anything in this Agreement, the Notes or in any other Financing Agreement to the contrary notwithstanding (but without limiting the requirement in Section 8.5 that the notice of any optional prepayment specify a Business Day as the date fixed for such prepayment), any payment of principal of or Make-Whole Amount or interest on any Note that is due on a date other than a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day; provided that if the maturity date of any Note is a date other than a Business Day, the payment otherwise due on such maturity date shall be made on the next succeeding Business Day and shall include the additional days elapsed in the computation of interest payable on such next succeeding Business Day.

Section 22.3. Accounting Terms. All accounting terms used herein or in any other Financing Agreement which are not expressly defined in this Agreement or such other Financing Agreement have the meanings respectively given to them in accordance with GAAP. Except as otherwise specifically provided herein, (i) all computations made pursuant to this Agreement or in any other Financing Agreement shall be made in accordance with GAAP, and (ii) all financial statements shall be prepared in accordance with GAAP.

Section 22.4. Severability. Any provision of this Agreement or any other Financing Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability

in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

Section 22.5. Construction, Etc. Each covenant contained herein and in any other Financing Agreement shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein and in such other Financing Agreement, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

For the avoidance of doubt, all Schedules and Exhibits attached to this Agreement and the other Financing Agreements shall be deemed to be a part hereof and thereof, as the case may be.

Section 22.6. Counterparts. This Agreement and the other Financing Agreements may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

Section 22.7. Governing Law. This Agreement and (except as otherwise expressly stated therein) the other Financing Agreements shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of Illinois excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

Section 22.8. Jurisdiction and Process; Waiver of Jury Trial. (a) The Company irrevocably submits to the non-exclusive jurisdiction of any Illinois State or federal court sitting in the City of Chicago, over any suit, action or proceeding arising out of or relating to this Agreement, the Notes or any other Financing Agreement. To the fullest extent permitted by applicable law, the Company irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) The Company consents to process being served by or on behalf of any holder of Notes in any suit, action or proceeding of the nature referred to in Section 22.8(a) by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, return receipt requested, to it at its address specified in Section 18 or at such other address of which such holder shall then have been notified pursuant to said Section. The Company agrees that such service upon receipt (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to it. Notices hereunder shall be conclusively presumed received as evidenced by a delivery receipt furnished by the United States Postal Service or any reputable commercial delivery service.

(c) Nothing in this Section 22.8 shall affect the right of any holder of a Note to serve process in any manner permitted by law, or limit any right that the holders of any of the Notes may have to bring proceedings against the Company in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(d) THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, THE NOTES OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THEREWITH.

* * * * *

If you are in agreement with the foregoing, please sign the form of agreement on a counterpart of this Agreement and return it to the Company, whereupon this Agreement shall become a binding agreement between you and the Company.

Very truly yours,

TALX CORPORATION

By /s/ L. Keith Graves
Name: L. Keith Graves
Title: Chief Financial Officer

This Agreement is hereby accepted and agreed to as of the date thereof.

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

By: Prudential Investment Management, Inc., as investment manager

By /s/ BL
Name: Brian E. Lemons
Title: Vice President

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By /s/ BL
Name: Brian E. Lemons
Title: Vice President

MTL INSURANCE COMPANY

By: Prudential Private Placement Investors, L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc. (as its General Partner)

By /s/ BL
Name: Brian E. Lemons
Title: Vice President

This Agreement is hereby accepted and agreed to as of the date thereof.

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

By: /s/ Barry Scheinholtz
Name: Barry Scheinholtz
Title: Private Placements Manager

This Agreement is hereby accepted and agreed to as of the date thereof.

AMERICAN INVESTORS LIFE INSURANCE COMPANY

By: AmerUs Capital Management Group, Inc., its authorized attorney-in-fact

By /s/ Roger D. Fors
Name: Roger D. Fors
Title: Vice President - Private Placements

AMERUS LIFE INSURANCE COMPANY

By: AmerUs Capital Management Group, Inc.,
its authorized attorney-in-fact

By /s/ Roger D. Fors
Name: Roger D. Fors
Title: Vice President - Private Placements

INFORMATION RELATING TO PURCHASERS

SCHEDULE A
(to Note Purchase Agreement)

DEFINED TERMS

As used herein, the following terms have the respective meanings set forth below or set forth in the Section hereof following such term:

"Affiliate" means, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person, and, with respect to the Company, shall include any Person beneficially owning or holding, directly or indirectly, 20% or more of any class of voting or equity interests of the Company or any Subsidiary or any Person of which the Company and its Subsidiaries beneficially own or hold, in the aggregate, directly or indirectly, 20% or more of any class of voting or equity interests. As used in this definition, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Unless the context otherwise clearly requires, any reference to an "Affiliate" is a reference to an Affiliate of the Company.

"Anti-Terrorism Order" means Executive Order No. 13,224 of September 24, 2001, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, 66 U.S. Fed. Reg. 49, 079 (2001), as amended.

"Bank Credit Agreement" means that certain Third Amended and Restated Loan Agreement dated as of May 25, 2006 among the Company, certain banks and other financial institutions party thereto, and LaSalle Bank National Association, as Administrative Agent, as amended, restated, supplemented, modified, refinanced or replaced from time to time.

"Business Day" means (a) for the purposes of Section 8.7 only, any day other than a Saturday, a Sunday or a day on which commercial banks in Chicago, Illinois are required or authorized to be closed and (b) for the purposes of any other provision of this Agreement, any day other than a Saturday, a Sunday or a day on which commercial banks in St. Louis, Missouri or Chicago, Illinois are required or authorized to be closed.

"Capital Lease" means, at any time, a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as Capital Leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the amount thereof that would appear as a liability on a balance sheet of such Person determined in accordance with GAAP.

"Change of Control" means any of the following events or circumstances:

SCHEDULE B
(to Note Purchase Agreement)

(i) if any person (as such term is used in section 13(d) and section 14(d)(2) of the Exchange Act as in effect on the date of the Closing) or related persons constituting a group (as such term is used in Rule 13d-5 under the Exchange Act), become the "beneficial owners" (as such term is used in Rule 13d-3 under the Exchange Act as in effect on the date of the Closing), directly or indirectly, of more than 50% of the total voting power of all classes then outstanding of the Company's voting stock, or

(ii) the acquisition after the date of the Closing by any person (as such term is used in section 13(d) and section 14(d)(2) of the Exchange Act as in effect on the date of the Closing) or related persons constituting a group (as such term is used in Rule 13d-5 under the Exchange Act as in effect on the date of the Closing) of (i) the power to elect, appoint or cause the election or appointment of at least a majority of the members of the board of directors of the Company, through beneficial ownership of the capital stock of the Company or otherwise, or (ii) all or substantially all of the properties and assets of the Company.

"Closing" is defined in Section 3.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations promulgated thereunder from time to time.

"Company" means TALX Corporation, a Missouri corporation, or any successor that becomes such in the manner prescribed in Section 10.7.

"Confidential Information" is defined in Section 20.

"Consolidated Debt" means at any time the aggregate Indebtedness of the Company and its Subsidiaries in each case determined on a consolidated basis in accordance with GAAP as of such time.

"Consolidated Fixed Charges" means, with respect to any period, the sum of (a) Consolidated Interest Expense, (b) Lease Rentals and (c) all mandatory or scheduled payments or prepayments of principal on any Indebtedness of the Company or any Subsidiary other than payments of principal with respect to revolving or swingline loans under the Bank Credit Agreement.

"Consolidated Income Available for Fixed Charges" means, with respect to any period, Consolidated Net Income for such period plus (to the extent deducted to calculate Consolidated Net Income): (i) expense for taxes paid or accrued calculated on a consolidated basis; (ii) Consolidated Fixed Charges for such period; and (iii) the non-cash charges of any share-based compensation awards, to the extent such non-cash charges were expensed during such period in accordance with SFAS 123 or are required to be shown as an expense in any comparative financial statements for periods prior to the effective date of SFAS 123.

"Consolidated Interest Expense" means, with reference to any period, the interest expense (including without limitation interest expense under Capital Lease Obligations that is

treated as interest in accordance with GAAP) of the Company and its Subsidiaries calculated on a consolidated basis for such period.

"Consolidated Net Income" means, with reference to any period, the net earnings (or loss) of the Company and its Subsidiaries for such period (taken as a cumulative whole), as determined in accordance with GAAP, excluding, to the extent deducted to calculate Consolidated Net Income: (i) extraordinary gain and losses; and (ii) any equity interest of the Company on the unremitted earnings of any Person that is not a Subsidiary.

"Consolidated Net Worth" means, at any time, the value of stockholders' equity of the Company and its Subsidiaries as of such time determined on a consolidated basis in accordance with GAAP, less Restricted Investments in excess of 20% of such stockholders' equity.

"Consolidated Operating Cash Flow" means, with reference to any period, Consolidated Net Income for such period plus, to the extent deducted from revenues in determining Consolidated Net Income, (i) Consolidated Interest Expense, (ii) expense for taxes paid or accrued, (iii) depreciation, (iv) amortization, and (v) the non-cash charges of any share-based compensation awards, to the extent such non-cash charges were expensed during such period in accordance with SFAS 123 or are required to be shown as an expense in any comparative financial statements for periods prior to the effective date of SFAS 123, in each case determined on a consolidated basis.

"Consolidated Total Assets" means the total assets of the Company and its Subsidiaries, determined on a consolidated basis in accordance with GAAP.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Default" means an event or condition the occurrence or existence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"Default Rate" means that rate of interest per annum that is the greater of (i) 2.0% per annum above the rate of interest stated in clause (a) of the first paragraph of the Notes or (ii) 2.0% per annum over the rate of interest publicly announced by LaSalle Bank, National Association in Chicago, Illinois as its "base" or "prime" rate.

"Disposition" is defined in Section 10.8.

"Environmental Laws" means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including but not limited to those related to Hazardous Materials.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

"Equity Issuance" shall mean any issuance of Equity Interests of the Company or any of its Subsidiaries, other than (i) any issuance of Equity Interests by a Subsidiary to the Company or another Subsidiary or (ii) any issuance of Equity Interests pursuant to any employee or director option program, benefit plan or compensation program.

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

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is treated as a single employer together with any Obligor under section 414 of the Code.

"Event of Default" is defined in Section 11.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"Financing Agreements" means the Notes, this Agreement and any Subsidiary Guarantee Agreement.

"Form 10-K" is defined in Section 7.1(b).

"Form 10-Q" is defined in Section 7.1(a).

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States of America.

"Governmental Authority" means

(a) the government of

(i) the United States of America or any State or other political subdivision thereof, or

(ii) any other jurisdiction in which the Company or any Subsidiary conducts all or any part of its business, or which asserts jurisdiction over any properties of the Company or any Subsidiary, or

(b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

"Guaranty" means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any Indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including (without limitation) obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such Indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such Indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such Indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such Indebtedness or obligation of the ability of any other Person to make payment of the Indebtedness or obligation; or

(d) otherwise to assure the owner of such Indebtedness or obligation against loss in respect thereof.

In any computation of the Indebtedness or other liabilities of the obligor under any Guaranty, the Indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

"Hazardous Material" means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable law including, but not limited to, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

"holder" means, with respect to any Note the Person in whose name such Note is registered in the register maintained by the Company pursuant to Section 13.1.

"Indebtedness" with respect to any Person means, at any time, without duplication,

(a) its liabilities for borrowed money and its redemption obligations in respect of mandatorily redeemable Preferred Stock;

(b) its liabilities for the deferred purchase price of property acquired by such Person (excluding accounts payable arising in the ordinary course of business but including all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) (i) all liabilities appearing on its balance sheet in accordance with GAAP in respect of Capital Leases and (ii) all liabilities which would appear on its balance sheet in accordance with GAAP in respect of Synthetic Leases assuming such Synthetic Leases were accounted for as Capital Leases;

(d) all liabilities for borrowed money secured by any Lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities); and

(e) any Guaranty of such Person with respect to liabilities of a type described in any of clauses (a) through (d) hereof.

Indebtedness of any Person shall include all obligations of such Person of the character described in clauses (a) through (e) to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is deemed to be extinguished under GAAP. Indebtedness of any Person shall not include any obligations of such Person under or with respect to Swap Contracts.

"Institutional Investor" means (a) any Purchaser of a Note, (b) any holder of a Note holding (together with one or more of its affiliates) more than $2,000,000 of the aggregate principal amount of the Notes then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any Note.

"Intercreditor Agreement" means the Intercreditor Agreement attached hereto as Exhibit 4.14 and executed by the parties thereto.

"Lease Rentals" means, with respect to any period, the sum of the rental and other obligations required to be paid during such period by the Company or any Subsidiary as lessee under all leases of real or personal property (other than Capital Leases), less any amount required to be paid by the lessee (whether or not therein designated as rental or additional rental) on account of maintenance and repairs, insurance, taxes, assessments, water rates and similar charges, and less any related rental income from subleases, provided that, if at the date of determination, any such rental or other obligations (or portion thereof) are contingent or not otherwise definitely determinable by the terms of the related lease, the amount of such obligations (or such portion thereof) (i) shall be assumed to be equal to the amount of such obligations for the period of 12 consecutive calendar months immediately preceding the date of determination or (ii) if the related lease was not in effect during such preceding 12-month period, shall be the amount estimated by a Senior Financial Officer of the Company on a reasonable basis and in good faith.

"Lien" means, with respect to any Person, any mortgage, lien, pledge, charge, security interest or other encumbrance, or any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or

Capital Lease, upon or with respect to any property or asset of such Person (including in the case of stock, stockholder agreements, voting trust agreements and all similar arrangements).

"Make-Whole Amount" is defined in Section 8.7.

"Material" means material in relation to the business, operations, affairs, financial condition, assets or properties of the Company and its Subsidiaries taken as a whole.

"Material Adverse Effect" means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Company and its Subsidiaries taken as a whole, or (b) the ability of any Obligor to perform its obligations under the Financing Agreements to which it is a party, or (c) the validity or enforceability of any Financing Agreement.

"Memorandum" is defined in Section 5.3.

"Multiemployer Plan" means any Plan that is a "multiemployer plan" (as such term is defined in section 4001(a)(3) of ERISA).

"NAIC" means the National Association of Insurance Commissioners or any successor thereto.

"Notes" is defined in Section 1.

"Obligors" means the Company and the Subsidiary Guarantors.

"Officer's Certificate" means a certificate of a Senior Financial Officer of an Obligor or of any other officer of an Obligor whose responsibilities extend to the subject matter of such certificate.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA or any successor thereto.

"Person" means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business entity or Governmental Authority.

"Plan" means an "employee benefit plan" (as defined in section 3(3) of ERISA) subject to Title I of ERISA that is or, within the preceding five years, has been established or maintained, or to which contributions are or, within the preceding five years, have been made or required to be made, by the Company or any ERISA Affiliate or with respect to which the Company or any ERISA Affiliate may have any liability.

"Preferred Stock" means any class of capital stock of a Person that is preferred over any other class of capital stock (or similar equity interests) of such Person as to the payment of dividends or the payment of any amount upon liquidation or dissolution of such Person.

"Priority Debt" means the sum, without duplication, of (i) Indebtedness of the Company or any Subsidiary secured by Liens whether or not permitted pursuant to clauses (a) through (i) of Section 10.6; and (ii) all other Indebtedness of all Subsidiaries not otherwise permitted pursuant to clauses (a) through (d) of Section 10.9.

"property" or "properties" means, unless otherwise specifically limited, real or personal property of any kind, tangible or intangible, choate or inchoate.

"PTE" means a Prohibited Transaction Exemption issued by the Department of Labor.

"Purchaser" is defined in the first paragraph of this Agreement.

"Qualified Institutional Buyer" means any Person who is a "qualified institutional buyer" within the meaning of such term as set forth in Rule 144A(a)(1) under the Securities Act.

"Ratable Portion" means, with respect to any Note and any prepayment pursuant to Section 8.8 with respect thereto, an amount equal to the product of (a) the net proceeds of the Disposition in question being offered to the payment of Senior Disposition Indebtedness in connection with such Disposition multiplied by (b) a fraction the numerator of which is the outstanding principal amount of such Note and the denominator of which is the aggregate principal amount of all Senior Disposition Indebtedness with respect to which such offer of prepayment is made.

"Related Fund" means, with respect to any holder of any Note, any fund or entity that (i) invests in Securities or bank loans, and (ii) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.

"Required Holders" means, at any time, the holders of more than 50% in principal amount of the Notes at the time outstanding (exclusive of Notes then owned by the Company or any of its Affiliates).

"Responsible Officer" means any Senior Financial Officer and any other officer of the Company or another applicable Obligor, as the context requires, with responsibility for the administration of the relevant portion of this Agreement.

"Restricted Investments" means all investments except: (i) property to be used in the ordinary course of business; (ii) assets arising from the sale of goods and services in the ordinary course of business; (iii) investments in one or more Subsidiaries or any Person that becomes a Subsidiary; (iv) investments existing at the date of closing and any future earnings in respect thereof; (v) investments in obligations, maturing within one year, issued by or guaranteed by the United States of America, or an agency thereof, or Canada, or any province thereof; (vi) investments in tax-exempt obligations of any U.S. state or municipality, maturing within one year, which are rated in one of the top two rating classifications by at least one national rating agency; (vii) investments in certificates of deposit, banker's acceptances or demand deposits maturing less than one year from the date of issuance thereof and issued by a commercial bank which at the time of the making of such investment is rated in one of the top two rating

classifications by at least one national rating agency; (viii) investments in commercial paper, maturing within 270 days, rated in the highest rating classification by at least one national rating agency; (ix) investments in repurchase agreements; (x) treasury stock or treasury stock that is subsequently retired; (xi) investments in money market instrument programs that are classified as current assets in accordance with GAAP; or (xii) investments in demand deposit, checking accounts or other normal operating accounts of the Company and its Subsidiaries.

"SEC" shall mean the Securities and Exchange Commission of the United States, or any successor thereto.

"Securities" or "Security" shall have the meaning specified in Section 2(1) of the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"Senior Financial Officer" means the chief financial officer, principal accounting officer, treasurer or comptroller of the Company or another applicable Obligor, as the context requires.

"Senior Disposition Indebtedness" has the meaning set forth in Section 10.8 hereof.

"Senior Indebtedness" means, with respect to any Person, all Indebtedness of such Person which is not expressed to be subordinate or junior in rank to any other Indebtedness of such Person.

"Subsidiary" means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a 50% interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a "Subsidiary" is a reference to a Subsidiary of the Company.

"Subsidiary Guarantee Agreement" means a subsidiary guarantee agreement substantially in the form of Exhibit 4.13 (and any and all supplements thereto) dated as of the date of the Closing and executed by each Subsidiary Guarantor and any other guarantee agreements in form and substance satisfactory to the Required Holders and their counsel guaranteeing the obligations of the Company hereunder and under the Notes, in each case as amended, restated, supplemented or otherwise modified from time to time.

"Subsidiary Guarantor" means TALX UCM Services, Inc., a Missouri corporation, TALX FasTime Services, Inc., a Texas corporation, TALX Employer Services, LLC, a Missouri limited liability company, TBT Enterprises, Incorporated, a Maryland corporation, UI

Advantage, Inc., a Maryland corporation, Net Profit, Inc., a South Carolina corporation, TALX Tax Incentive Services, LLC, a Missouri limited liability company, Jon-Jay Associates, Inc., a Massachusetts corporation, TALX Tax Credits and Incentives, LLC, a Missouri limited liability company, Management Insight Incentives, LLC, a Missouri limited liability company, Unemployment Services, LLC, a Missouri limited liability company, and Performance Assessment Network, Inc., a Delaware corporation, together with any other Subsidiary who has executed and delivered a Joinder Agreement or a Subsidiary Guarantee Agreement pursuant to the provisions of Section 9.7.

"SVO" means the Securities Valuation Office of the NAIC or any successor to such Office.

"Swap Contract" means (a) any and all interest rate swap transactions, basis swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward foreign exchange transactions, cap transactions, floor transactions, currency options, spot contracts or any other similar transactions or any of the foregoing (including, but without limitation, any options to enter into any of the foregoing), and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement.

"Synthetic Lease" means, at any time, any lease (including leases that may be terminated by the lessee at any time) of any property (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee retains or obtains ownership of the property so leased for U.S. federal income tax purposes, other than any such lease under which such Person is the lessor.

"USA Patriot Act" means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"Wholly-Owned Subsidiary" means, at any time, any Subsidiary one hundred percent of all of the equity interests (except directors' qualifying shares) and voting interests of which are owned by any one or more of the Company and the Company's other Wholly-Owned Subsidiaries at such time.

CHANGES TO CORPORATE STRUCTURE

On April 6, 2006, TALX Corporation acquired the stock of Performance Assessment Network, Inc.

SCHEDULE 4.9
(to Note Purchase Agreement)

DISCLOSURE MATERIALS

1. On April 6, 2006, TALX Corporation acquired the stock of Performance Assessment Network, Inc.

2. Concurrently with the issuance of the Notes, TALX Corporation is entering into a $150.0 million Third Amended and Restated Loan Agreement with LaSalle Bank National Association and the other lenders party thereto.

3. Current Report on Form 8-K filed on May 11, 2006 (dated May 10, 2006), including the exhibits attached thereto.

SCHEDULE 5.3
(to Note Purchase Agreement)

SUBSIDIARIES OF THE COMPANY
AND OWNERSHIP OF SUBSIDIARY STOCK

NAME	JURISDICTION OF FORMATION	OWNERSHIP	SUBSIDIARY GUARANTOR
TALX FasTime Services, Inc.	a Texas corporation	100% common stock owned by Company	Yes
TALX UCM Services, Inc.	a Missouri corporation	100% common stock owned by Company	Yes
TALX Employer Services, LLC	a Missouri limited liability company	100% membership interests owned by Company	Yes
TBT Enterprises, Incorporated	a Maryland corporation	100% common stock owned by Company	Yes
UI Advantage, Inc.	a Maryland corporation	100% common stock owned by Company	Yes
Net Profit, Inc.	a South Carolina corporation	100% common stock owned by Company	Yes
TALX Tax Incentive Services, LLC	a Missouri limited liability company	100% membership interests owned by Company	Yes
Jon-Jay Associates, Inc.	a Massachusetts corporation	100% common stock owned by TALX UCM Services, Inc.	Yes
Unemployment Services, LLC	a Missouri limited liability company	100% membership interests owned by TALX UCM Services, Inc.	Yes
TALX Tax Credits and Incentives, LLC	a Missouri limited liability company	100% membership interests owned by Company	Yes
Management Insight Incentives, LLC	a Missouri limited liability company LLC	100% membership interests owned by TALX Tax Credits and Incentives,	Yes
Performance Assessment Network, Inc.	a Delaware corporation	100% common stock owned by Company	Yes
TALX Limited	a company organized under the laws of England	Dormant	No
Johnson & Associates, LLC	a Nebraska limited liability company	100% common stock owned by TALX UCM Services, Inc.	No

SCHEDULE 5.4
(to Note Purchase Agreement)

FINANCIAL STATEMENTS; MATERIAL LIABILITIES

1. TALX Corporation’s Form 10-Q for the fiscal period ended December 31, 2005

2. TALX Corporation’s Forms 10-K for fiscal years ended March 31, 2005 and March 31, 2004 and Form 10-K/A for fiscal year ended March 31, 2003.

SCHEDULE 5.5
(to Note Purchase Agreement)

EXISTING INDEBTEDNESS

1. $150,000,000 Third Amended and Restated Loan Agreement dated as of the date of Closing (the “2006 Loan Agreement”), between TALX Corporation, LaSalle Bank National Association and the other lenders party thereto, which is jointly and severally guaranteed by the Subsidiary Guarantors. The 2006 Loan Agreement amended and restated the $200 million Second Amended and Restated Loan Agreement dated as of April 14, 2005 (the “2005 Loan Agreement”), between TALX Corporation, LaSalle Bank National Association and the other lenders party thereto. The proceeds of the Notes will be used to repay loans outstanding under the 2005 Loan Agreement on the date of Closing and for other general corporate purposes.

2. The Notes and the Subsidiary Guarantee Agreement.

3. Various capital leases of equipment used in the business of TALX Corporation and the Subsidiary Guarantors with Capital Lease Obligations not in excess of $200,000.00.

SCHEDULE 5.15
(to Note Purchase Agreement)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER APPLICABLE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE SOLD OR OTHERWISE TRANSFERRED UNLESS REGISTERED OR EXEMPT FROM REGISTRATION UNDER SAID ACT OR SUCH OTHER LAWS.

FORM OF NOTE

TALX CORPORATION

6.89% SENIOR GUARANTEED NOTE DUE MAY 25, 2014

No. [ ] [Date] $[ ] PPN 874918 A* 6

FOR VALUE RECEIVED, the undersigned, TALX CORPORATION (herein called the "Company"), a corporation organized and existing under the laws of the State of Missouri, hereby promises to pay to [ ], or registered assigns, the principal sum of [ ] DOLLARS (or so much thereof as shall not have been prepaid) on May 25, 2014, with interest (computed on the basis of a 360-day year of twelve 30-day months) (a) on the unpaid balance hereof at the rate of 6.89% per annum from the date hereof, payable semiannually, on the 25th day of May and November in each year, commencing with the May 25 or November 25 next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, at a rate per annum from time to time equal to the greater of (i) 8.89% or (ii) 2.0% over the rate of interest publicly announced by LaSalle Bank, National Association from time to time in Chicago, Illinois as its "base" or "prime" rate, on any overdue payment of interest and, during the continuance of an Event of Default, on the unpaid balance hereof and on any overdue payment of any Make-Whole Amount payable semiannually as aforesaid (or, at the option of the registered holder hereof, on demand).

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the United States of America at LaSalle Bank, National Association in Chicago, Illinois or at such other place as the Company shall have designated by written notice to the holder of this Note as provided in the Note Purchase Agreement referred to below.

The payment and performance of this Note is unconditionally guaranteed by the Subsidiary Guarantors as provided in the Subsidiary Guarantee Agreements.

This Note is one of a series of Senior Notes (herein called the "Notes") issued pursuant to the Note Purchase Agreement, dated as of May 25, 2006 (as from time to time amended, the "Note Purchase Agreement"), among the Company, the other Obligors from time to time party thereto and the respective Purchasers named therein and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have (i) agreed to the

EXHIBIT 1
(to Note Purchase Agreement)

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confidentiality provisions set forth in Section 20 of the Note Purchase Agreement and (ii) made the representation set forth in Section 6.2 of the Note Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Note Purchase Agreement.

This Note is a registered Note and, as provided in the Note Purchase Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

The Company will make required prepayments of principal on the dates and in the amounts specified in the Note Purchase Agreement. This Note is also subject to optional prepayment, in whole or from time to time in part, at the times and on the terms specified in the Note Purchase Agreement, but not otherwise.

Additional interest hereon may also be required pursuant to Section 9.10 of the Note Purchase Agreement.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Note Purchase Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of Illinois excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

TALX CORPORATION

By

[Title]

DESCRIPTION OF OPINION OF SPECIAL COUNSEL
TO THE COMPANY AND THE SUBSIDIARY GUARANTORS

May 25, 2006

The Purchasers listed in
Schedule I hereto

Re: TALX Corporation

Ladies and Gentlemen:

We have acted as special counsel to TALX Corporation, a Missouri corporation ("TALX"), TALX UCM Services, Inc., a Missouri corporation ("TUS"), TALX FasTime Services, Inc., a Texas corporation ("TFTS"), TALX Employer Services, LLC, a Missouri limited liability company ("TES"), TBT Enterprises, Incorporated, a Maryland corporation ("TBT"), UI Advantage, Inc., a Maryland corporation ("UI"), Net Profit, Inc., a South Carolina corporation ("NET"), TALX Tax Incentive Services, LLC, a Missouri limited liability company ("TIS"), Jon-Jay Associates, Inc., a Massachusetts corporation ("JJ"), TALX Tax Credits and Incentives, LLC, a Missouri limited liability company ("TCI"), Management Insight Incentives, LLC, a Missouri limited liability company ("MII"), Unemployment Services, LLC, a Missouri limited liability company ("US"), and Performance Assessment Network, Inc., a Delaware corporation ("PAN"), in connection with that certain Note Purchase Agreement dated May 25, 2006 (the "Note Purchase Agreement"), among TALX and the purchasers party thereto (the "Purchasers"). TUS, TFTS, TES, TBT, UI, NET, TIS, JJ, TCI, MII, US and PAN are sometimes collectively referred to herein as the "Guarantors," and, in the singular, as a "Guarantor." TALX and the Guarantors are sometimes collectively referred to herein as the "Representation Parties," and, in the singular, as a "Representation Party." All capitalized terms which are defined in the Note Purchase Agreement shall have the same meanings when used herein, unless otherwise specified.

In connection herewith, we have examined the documents listed on Annex A, Annex B and Annex C attached hereto and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. The documents referenced in Annex A as items (d) through (k) are collectively referred to herein as the "Financing Agreements." The documents referenced in Annex A as items (a) and (b) are collectively referred to herein as the "Organizational Documents."

In our examination of the foregoing, we have assumed the genuineness of all signatures (other than the signatures of the Representation Parties), the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to the Financing Agreements and certificates and statements of appropriate representatives of the Representation Parties.

In connection herewith, we have assumed that, other than with respect to the Representation Parties, all of the documents referred to in this opinion letter have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties to such documents, all of the signatories to such documents have been duly authorized and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

1. Based solely on a recently dated good standing certificate from the Secretary of State of the State of Missouri, TALX and TUS are validly existing as corporations, in good standing under the laws of the State of Missouri.

2. Based solely on a recently dated certificate of existence from the Secretary of State of the State of Texas and a recently dated certificate of account status from the Texas Comptroller of Public Accounts, TFTS is validly existing as a corporation, in good standing under the laws of the State of Texas.

3. Based solely on recently dated good standing certificates from the State Department of Assessments and Taxation of the State of Maryland, TBT and UI are validly existing as corporations, in good standing under the laws of the State of Maryland.

4. Based solely on a recently dated certificate of existence from the Secretary of State of the State of South Carolina, NET is validly existing as a corporation under the laws of the State of South Carolina.

5. Based solely on a recently dated good standing certificate from the Secretary of the Commonwealth of the Commonwealth of Massachusetts, JJ is validly existing as a corporation, in good standing under the laws of the Commonwealth of Massachusetts.

6. Based solely on recently dated good standing certificates from the Secretary of State of the State of Missouri, TES, TIS, TCI, MII and US are validly existing as limited liability companies, in good standing under the laws of the State of Missouri.

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7. Based solely on a recently dated good standing certificate from the Secretary of State of the State of Delaware, PAN is validly existing as a corporation, in good standing under the laws of the State of Delaware.

8. Based solely on recently dated good standing certificates from the Secretaries of State or other appropriate official of the applicable jurisdictions, the Representation Parties are duly qualified or admitted to transact business and are in good standing as foreign corporations or limited liability companies in the jurisdictions set forth on Annex C.

9. Each Representation Party has all requisite organizational power to own, lease and operate its material properties and assets and conduct its business in all material respects as now being conducted and as set forth in the offering disclosure document.

10. The execution and delivery by each Representation Party of each Financing Agreement to which it is a party and the performance by such Representation Party of its obligations thereunder are within the organizational power of such Representation Party and have been duly authorized by all necessary organizational action on the part of such Representation Party.

11. Each of the Financing Agreements has been duly executed and delivered by each Representation Party which is a party thereto and constitutes the valid and binding obligation of such Representation Party, enforceable against such Representation Party in accordance with its terms.

12. No consent, approval, authorization or other action by, and no notice to or filing with, any United States federal or Missouri or Illinois state governmental authority or regulatory body that we, based on our experience, recognize as applicable to the Representation Parties in a transaction of this type, is required for the due execution, delivery and performance by the Representation Parties of their respective obligations under the Financing Agreements, except for (i) such consents, approvals, filings or registrations that have been obtained or made on or prior to the date hereof and are in full force and effect, (ii) the filing of a Current Report on Form 8-K with the Securities and Exchange Commission, and (iii) any filings or other actions required pursuant to state securities or blue sky laws (other than the blue sky laws of the State of Missouri) or the rules of the National Association of Securities Dealers, Inc. ("NASD"), as to which we express no opinion.

13. We hereby confirm to you that, to our knowledge, no action or proceeding against and naming any Representation Party is pending or overtly threatened by written communication to any Representation Party before any United States federal, or Illinois or Missouri state court, governmental authority or arbitrator that calls into question the validity or enforceability of the Financing Agreements.

14. The execution and delivery by each Representation Party of the Financing Agreements to which such Representation Party is a party and the performance by such Representation Party of its obligations thereunder do not result in (a) any violation by such Representation Party of (i) the provisions of its Organizational Documents, (ii) any provision of

applicable United States federal or Missouri or Illinois state law that we, based on our experience, recognize as applicable to such Representation Party in a transaction of this type, other than state securities or blue sky laws (other than the blue sky laws of the State of Missouri) or the rules of the NASD, as to which we express no opinion, or (iii) to our knowledge, any order, writ, judgment or decree of any United States federal or Missouri or Illinois state court or governmental authority or regulatory body that names a Representation Party or is specifically directed to any Representation Party or any of its material properties, or (b) a breach or default, or result in the creation or imposition of any security interest or lien upon any of the properties of such Representation Party, under or pursuant to any material agreement, contract or instrument to which such Representation Party is a party or by which it is bound. For purposes of the foregoing, we have assumed that the only material agreements, contracts or instruments to which such Representation Party is a party or by which it is bound are those identified on Annex D hereto.

15. The application of the proceeds of the issue and sale of the Notes as set forth in Section 5.14 of the Note Purchase Agreement will not violate Regulations T, U or X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Sections 220, 221 and 224, respectively.

16. No Representation Party is an "investment company" or an entity "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

17. Assuming (i) the accuracy of the representations and warranties of TALX and the Purchasers set forth in the Note Purchase Agreement, and (ii) the accuracy of the representations and warranties of LaSalle Debt Capital Markets in its letter to us of even date herewith, the issuance, sale and delivery of the Notes by TALX and the applicable Subsidiary Guaranty Agreement by each respective Representation Party under the circumstances contemplated by the Note Purchase Agreement do not under existing law require the registration of the Notes or the Subsidiary Guaranty Agreements under the Securities Act or the qualification of an indenture under the Trust Indenture Act of 1939, as amended, it being understood that no opinion is expressed as to the resale of the Notes.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinions set forth herein are further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Wherever this opinion letter refers to matters "known to us," or to our "knowledge," or words of similar import, such reference means that, during the course of our representation of the Representation Parties with respect to the Financing Agreements, we have requested information of the Representation Parties concerning the matter referred to and no information has come to the attention of (either as a result of such request for information or otherwise) the attorneys currently employed by our Firm devoting substantive attention or a material amount of time thereto, which has given us actual knowledge of the existence (or absence) of facts to the contrary. Except as otherwise stated herein, we have undertaken no independent investigation or verification of such matters, and no inference should be drawn to the contrary from the fact of our representation of the Representation Parties.

(b) Our opinions herein reflect only the application of applicable Missouri and Illinois state law (excluding the securities and blue sky laws of Illinois) and the federal laws of the United States, and, to the extent required by the foregoing opinions, the Delaware General Corporation Law. For the purposes of the foregoing opinions, the Firm attorneys who prepared this opinion letter are not licensed in the States of Delaware, Texas, Maryland, South Carolina or Massachusetts, and, with your permission, to the extent required by the foregoing opinions, such opinions reflect only a reading of the statutory provisions of the Texas Business Corporation Act, the South Carolina Business Corporation Act of 1988, the Maryland General Corporation Law and the Massachusetts Business Corporation Act, in each case as reported in Aspen Law & Business Corporation Statutes, updated through May 1, 2006. The opinions set forth herein are made as of the date hereof and are subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinions expressed herein are based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement these opinions should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinions, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

(c) The enforceability of the Financing Agreements may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law), and (iii) an implied covenant of good faith and fair dealing.

(d) Our opinions are further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness, (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected, (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct, (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

(e) We express no opinion as to:

(i) the enforceability of any provision in any of the Financing Agreements purporting or attempting to (A) confer exclusive venue upon certain courts or otherwise waive the

defenses of forum non conveniens or improper venue or (B) confer subject matter jurisdiction on a court not having independent grounds therefor or (C) modify or waive the requirements for effective service of process for any action that may be brought or (D) waive the right of the Representation Parties or any other person to a trial by jury or (E) provide that remedies are

cumulative or that decisions by a party are conclusive or (F) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law;

(ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Financing Agreements which are violative of public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) or the legality of such rights, (B) any provisions purporting to provide to the Purchasers the right to receive costs and expenses beyond those reasonably incurred by such parties, (C) provisions in the Financing Agreements whose terms are left open for later resolution by the parties, or (D) except as expressly set forth herein, the choice of law provisions of the Financing Agreements;

(iii) whether any Guarantor may guarantee or otherwise be liable for indebtedness incurred by TALX except to the extent that any such Guarantor may be determined to have benefited from the incurrence of the indebtedness by TALX;

(iv) the validity, binding effect or enforceability of any provision that purports to provide for late charges, prepayment charges or yield maintenance charges, liquidated damages or "penalties" or acceleration of future amounts owing (other than principal) without appropriate discount to present value, to the extent any of such provisions may be construed or determined to constitute a penalty or otherwise be construed or determined to be unreasonable in light of anticipated loss, or of any provision that purports to provide for the payment of interest on interest; or

(v) the accuracy, completeness or fairness of any statements or disclosures made in connection with the offer or sale of the Notes.

(f) With specific reference to the opinion expressed in Paragraph 10 above and in further qualification of such opinion, the enforceability of the guaranty by TUS may be limited by Article XI, Section 7 of The Constitution of the State of Missouri. In particular, as against a Missouri corporation, enforceability of a guaranty may be subject to attack on state constitutional grounds. The Constitution of the State of Missouri, Article XI, Section 7, prohibits Missouri corporations from issuing stocks, bonds or other obligations for the payment of money except for money paid, labor done or property actually received, and voids issuances in violation thereof. While the issue is not free from doubt, it is our best judgment that a court applying Missouri law would hold that enforceability of a guaranty may not successfully be challenged on these grounds.

(g) With specific reference to the opinion expressed in Paragraph 11 above and in further qualification of such opinion, a court sitting in the State of Illinois will look to the conflict of law rules of the State of Illinois to determine which law governs. Under Illinois law, the parties to a loan contract for an amount equal to $250,000 or more may agree that the contract shall be governed by the laws of the State of Illinois whether or not the contract bears a reasonable relation to Illinois. The general rule stated above does not apply to such contract if Section 1/105(2) of the Uniform Commercial Code of the State of Illinois provides otherwise or permits application of other law.

(h) With respect to the opinions expressed in Paragraphs 12, 14 and 17 above, we have assumed that (i) each of the offerees, including the Purchasers, constituted "institutional investors" within the meaning of Section 409.1–102(11) of the Missouri Securities Act of 2003 and (ii) LaSalle Debt Capital Markets and its relevant personnel have duly obtained all necessary

registrations, licenses and permits to act as the exclusive agent for the Representation Parties under applicable federal and state laws in connection with the offering of the Notes and the Subsidiary Guaranty Agreements, and all such licenses, registrations and permits are and were at all relevant times in full force and effect.

We do not render any opinions except as set forth above. Except as may be expressly covered by this opinion, we are not expressing any opinion as to the effect of compliance by any Purchaser with any state or federal laws or regulations applicable to the transactions contemplated by the Financing Agreements because of the nature of any of its businesses.

This opinion letter is being delivered by us as special counsel for the Representation Parties pursuant to the provisions of Section 4.4 of the Note Purchase Agreement at the request of the Representation Parties and is given solely for your benefit, may not be relied upon by any other Person and shall not be distributed to any other Person without our prior written consent in each instance, except that this opinion may be distributed to (a) potential transferees and subsequent institutional transferees that acquire the Notes in accordance with the Note Purchase Agreement and (b) examiners and other regulatory authorities should they so request or in connection with their normal examination.

Very truly yours,

SCHEDULE I

PURCHASERS

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY
c/o Prudential Capital Group
2200 Ross Avenue, Suite 4200E
Dallas, Texas 75201

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
c/o Prudential Capital Group
2200 Ross Avenue, Suite 4200E
Dallas, TX 75201

MTL INSURANCE COMPANY
Prudential Private Placement Investors, L.P. c/o Prudential Capital Group
2200 Ross Avenue, Suite 4200E
Dallas, TX 75201

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA
7 Hanover Square
New York, New York 10004-2616

AMERICAN INVESTORS LIFE INSURANCE COMPANY
c/o AmerUs Capital Management
699 Walnut Street, Suite 1700
Des Moines, Iowa 50309

AMERUS LIFE INSURANCE COMPANY
c/o AmerUs Capital Management
699 Walnut Street, Suite 1700
Des Moines, Iowa 50309

ANNEX A

LIST OF TRANSACTION DOCUMENTS

(a) The Articles of Incorporation of TALX, TUS, TFTS, TBT, UI and NET, the Certificate of Incorporation of PAN, and the Articles of Organization of TES, TIS, JJ, TCI, MII and US, in each case as amended to date;

(b) The By-laws of TALX, TUS, TFTS, TBT, UI, NET, JJ and PAN and the Operating Agreements of TES, TIS, TCI, MII and US, in each case as amended to date, as certified to us by the Secretary of each Representation Party;

(c) All records of proceedings and actions of the respective Boards of Directors, shareholders or members of each Representation Party, as the case may be, relating to the Financing Agreements and the transactions contemplated thereby, as certified to us by the Secretary of each Representation Party;

(d) the Note Purchase Agreement;

(e) the 6.89% Senior Note in the principal amount of $24,000,000.00 from TALX in favor of Prudential Retirement Insurance and Annuity Company;

(f) the 6.89% Senior Note in the principal amount of $21,000,000.00 from TALX in favor of Prudential Insurance Company of America;

(g) the 6.89% Senior Note in the principal amount of $3,000,000.00 from TALX in favor of MTL Insurance Company;

(h) the 6.89% Senior Note in the principal amount of $18,000,000.00 from TALX in favor of The Guardian Life Insurance Company of America;

(i) the 6.89% Senior Note in the principal amount of $6,000,000.00 from TALX in favor of American Investors Insurance Company;

(j) the 6.89% Senior Note in the principal amount of $3,000,000.00 from TALX in favor of AmerUs Life Insurance Company;

(k) Subsidiary Guaranty Agreement of the Guarantors dated the date hereof and executed by the Guarantors for the benefit of the Purchasers;

(l) The domestic good standing certificates listed on Annex B attached hereto;

(m) The foreign good standing certificates from the jurisdictions listed on Annex C attached hereto; and

(n) Certificates and statements of officers of each Representation Party, representations and warranties of each Representation Party in the Financing Agreements and certificates and statements of public officials with respect to certain factual matters.

ANNEX B

LIST OF DOMESTIC GOOD STANDING CERTIFICATES

TALX CORPORATION

Certificate of Corporate Good Standing dated May 8, 2006 issued by the Secretary of State of the State of Missouri

TALX UCM SERVICES, INC.

Certificate of Corporate Good Standing dated May 8, 2006 issued by the Secretary of State of the State of Missouri

TALX FASTIME SERVICES, INC.

Certificate of Account Status dated May 5, 2006 issued by the Comptroller of Public Accounts of the State of Texas and Certificate dated May 5, 2006 issued by the Secretary of State of the State of Texas

TALX EMPLOYER SERVICES, LLC

Certificate of Good Standing dated May 8, 2006 issued by the Secretary of State of the State of Missouri

NET PROFIT, INC.

Certificate of Existence dated May 8, 2006 issued by the Secretary of State of South Carolina

UI ADVANTAGE, INC.

Certificate of Good Standing dated May 8, 2006 issued by the State Department of Assessments and Taxation of the State of Maryland

TBT ENTERPRISES, INCORPORATED

Certificate of Good Standing dated May 8, 2006 issued by the State Department of Assessments and Taxation of the State of Maryland

TALX TAX INCENTIVE SERVICES, LLC

Certificate of Good Standing dated May 8, 2006 by the Secretary of State of the State of Missouri

JON-JAY ASSOCIATES, INC.

Certificate of Good Standing dated May 4, 2006 issued by the Secretary of the Commonwealth of the Commonwealth of Massachusetts

TALX TAX CREDITS AND INCENTIVES, LLC

Certificate of Good Standing dated May 8, 2006 issued by the Secretary of State of the State of Missouri

MANAGEMENT INSIGHT INCENTIVES, LLC

Certificate of Good Standing dated May 8, 2006 issued by the Secretary of State of the State of Missouri

UNEMPLOYMENT SERVICES, LLC

Certificate of Good Standing dated May 8, 2006 issued by the Secretary of State of the State of Missouri

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PERFORMANCE ASSESSMENT NETWORK, INC.

Certificate of Good Standing dated May 16, 2006 issued by the Secretary of State of the State of Delaware

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ANNEX C

FOREIGN GOOD STANDING CERTIFICATES

REPRESENTATION PARTY		FOREIGN JURISDICTIONS
TALX Corporation	·	Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Delaware, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Louisiana, Massachusetts, Michigan, Minnesota, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Texas, Wisconsin
TALX UCM Services, Inc.	·	Arizona, California, Colorado, Connecticut, Florida, Georgia, Illinois, Iowa, Kansas, Maryland, Massachusetts, Michigan, Minnesota, Nevada, New Jersey, New Mexico, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Tennessee, Texas, Utah, Virginia, Washington
TALX Employer Services, LLC	·	Arizona, California, Ohio, Pennsylvania
Jon-Jay Associates, Inc.	·	California, Florida, Maryland, Ohio, Texas
TALX Tax Incentive Services, LLC	·	Texas
Unemployment Services, LLC	·	Colorado, Nebraska
Management Insight Incentives, LLC	·	Texas
Performance Assessment Network, Inc.	·	Indiana

ANNEX D

MATERIAL AGREEMENTS, CONTRACTS OR INSTRUMENTS

1. Third Amended and Restated Loan Agreement dated as of the date hereof among TALX, as borrower, LaSalle Bank National Association, as a lender and as administrative agent, and the other lenders party thereto.

2. Amended and Restated Guaranty dated as of the date hereof and delivered by the Guarantors pursuant to the Third Amended and Restated Loan Agreement dated as of the date hereof among TALX, as borrower, LaSalle Bank National Association, as a lender and as administrative agent, and the other lenders party thereto.

3. Form of Incentive Stock Option Agreement, attached as Exhibit 10.2 to TALX's Registration Statement on Form S-1 (File No. 333-10969).

4. TALX Corporation Amended and Restated 1994 Stock Option Plan, attached as Exhibit 10.2 to TALX's Registration Statement on Form S-1 (File No. 333-10969).

5. Form of Non-Qualified Stock Option Agreement, attached as Exhibit 10.4 to TALX's Registration Statement on Form S-1 (File No. 333-10969).

6. TALX Corporation Outside Directors' Stock Option Plan, attached as Exhibit 10.6 to TALX's Registration Statement on Form S-1 (File No. 333-10969).

7. Amendment to TALX Corporation Outside Directors' Stock Option Plan, attached as Exhibit 10.6.1 to TALX's Annual Report on Form 10-K for the year ended March 31, 2001 (File No. 000-21465).

8. Second Amendment to TALX Corporation Outside Directors' Stock Option Plan, available on TALX's Schedule 14A filed July 23, 2004 (File No. 000-21465).

9. Form of Director Stock Option Agreement, attached as Exhibit 10.7 to TALX's Annual Report on Form 10-K for the year ended March 31, 1998 (File No. 000-21465).

10. Lease dated March 28, 1996 by and between TALX Corporation and Stephen C. Murphy, Thomas W. Holley, Arthur S. Margulis and Samuel B. Murphy, Trustee of the Samuel B. Murphy Revocable Living Trust UTA 1/9/91, dba "Adie Road Partnership."

11. Employment Agreement between TALX Corporation and Mr. Canfield, attached as Exhibit 10.21 to Amendment No. 2 to TALX's Registration Statement on Form S-1 (File No. 333-10969).

12. License Agreement by and between A2D, L.P. and TALX Corporation, dated as of April 1, 2001.

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13. TALX Corporation 2004-2006 Long-Term Incentive Plan, attached as Exhibit 10.1 to TALX's Quarterly Report on Form 10-Q for the quarter ended September 30, 2003 (File No. 000-21465).

14. First Amendment to and Complete Restatement of Split-Dollar Agreements and Related Insurance Agreements, dated March 31, 1999, by and among TALX Corporation, William W. Canfield, and Thomas M. Canfield and James W. Canfield, Trustees of the Canfield Family Irrevocable Insurance Trust U/A March 31, 1993.

15. Form of Employment Agreement for Messrs. Chaffin, Graves, & Smith, attached as Exhibit 10.1 to TALX's Current Report on Form 8-K filed May 17, 2005.

16. FY05 Incentive Bonus Plan Agreement for Corporate Officers, attached as Exhibit 10.7 to TALX's Quarterly Report on Form 10-Q for the quarter ended December 31, 2004 (File No. 000-21465).

17. Form of Incentive Stock Option Agreement, attached as Exhibit 10.9 to TALX's Quarterly Report on Form 10-Q for the quarter ended December 31, 2004 (File No. 000-21465).

18. TALX Corporation 2005 Omnibus Incentive Plan, attached as Attachment B to TALX's definitive proxy statement on Schedule 14A filed on July 22, 2005.

19. Form of Restricted Stock Agreement (Employee), attached as Exhibit 10.39 to TALX's Current Report on Form 8-K filed on September 23, 2005 (File No. 000-21465).

20. Form of Restricted Stock Agreement (Outside Director), attached as Exhibit 10.40 to TALX's Current Report on Form 8-K filed on September 23, 2005 (File No. 000-21465).

21. TALX Corporation 2006 - 2008 Long-Term Incentive Plan, attached as Exhibit 10.41 to TALX's Quarterly Report on Form 10-Q for the quarter ended September 31, 2005 (File No. 000-21465).

22. TALX's Nonqualified Savings and Retirement Plan.

FORM OF OPINION OF SPECIAL COUNSEL
TO THE PURCHASERS

The closing opinion of Chapman and Cutler LLP, special counsel to the Purchasers, called for by Section 4.4(b) of the Note Purchase Agreement, shall be dated the date of the Closing and addressed to the Purchasers, shall be satisfactory in form and substance to the Purchasers and shall be to the effect that:

1. The Company is a corporation, validly existing and in good standing under the laws of the State of Missouri and has the corporate power and the corporate authority to execute and deliver the Note Purchase Agreement and to issue the Notes.

2. The Note Purchase Agreement constitutes the legal, valid and binding contract of the Company enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance and similar laws affecting creditors' rights generally, and general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law).

3. The Notes constitute the legal, valid and binding obligations the Company enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent conveyance and similar laws affecting creditors' rights generally, and general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law).

4. The issuance, sale and delivery of the Notes under the circumstances contemplated by the Note Purchase Agreement do not, under existing law, require the registration of the Notes under the Securities Act of 1933, as amended, or the qualification of an indenture under the Trust Indenture Act of 1939, as amended.

In rendering the opinion set forth in paragraph 1 above, Chapman and Cutler LLP may rely solely upon an examination of the [ARTICLES] of Incorporation certified by, and a certificate of good standing of the Company from, the Secretary of State of the State of Missouri. The opinion of Chapman and Cutler LLP is limited to the laws of the State of Illinois and the Federal laws of the United States.

With respect to matters of fact upon which such opinion is based, Chapman and Cutler LLP may rely on appropriate certificates of public officials and officers of the Company and upon representations of the Company and the Purchasers delivered in connection with the issuance and sale of the Notes.

EXHIBIT 4.4(b)
(to Note Purchase Agreement)

FORM OF SUBSIDIARY GUARANTEE AGREEMENT

GUARANTY AGREEMENT

Dated as of May 25, 2006

By

CERTAIN SUBSIDIARY GUARANTORS

of

TALX CORPORATION

Re:$75,000,000 6.89% Senior Guaranteed Notes due May 25, 2014

of
TALX Corporation

EXHIBIT 4.13
(to Note Purchase Agreement)

TABLE OF CONTENTS

(Not a part of the Agreement)

GUARANTY AGREEMENT

Re: $75,000,000 6.89% Senior Guaranteed Notes Due May 25, 2014

of
TALX Corporation

Dated as of May 25, 2006

TO EACH OF THE PURCHASERS LISTED IN SCHEDULE A
TO THE HEREINAFTER DEFINED NOTE PURCHASE AGREEMENT:

Ladies and Gentlemen:

Reference is hereby made to that certain Note Purchase Agreement, dated as of May 25, 2006 (the "Note Purchase Agreement"), between TALX Corporation, a Missouri corporation (the "Company"), and certain Institutional Investors, respectively (individually a "Purchaser" and collectively the "Purchasers"), under and pursuant to which the Company will issue $75,000,000 aggregate principal amount of its 6.89% Senior Guaranteed Notes due May 25, 2014 (the "Notes"). Capitalized terms used but not defined in this Agreement shall have the meaning given such terms in Schedule B to the Note Purchase Agreement.

Each of the undersigned, together with any entity which may become a party hereto by execution and delivery of a Guaranty Joinder Agreement in substantially the form set forth as ANNEX 1 hereto (a "Guaranty Joinder Agreement") (which parties are hereinafter referred to individually as a "Subsidiary Guarantor" and collectively as the "Subsidiary Guarantors") is a direct or indirect subsidiary of the Company. The Subsidiary Guarantors are part of an affiliated group of corporations with the Company and each will receive substantial direct and indirect benefit by reason of the original issue and sale by the Company of the Notes and each views the issuance and sale by the Company of the Notes to the Purchasers as in the best interests of such Subsidiary Guarantor. As an inducement to and in consideration of the purchase by the Purchasers of the Notes, each of the Subsidiary Guarantors has agreed to unconditionally guarantee the prompt payment of all amounts of principal, interest and Make-Whole Amount, if any, which may become due and payable from time to time with respect to the Notes.

In consideration of the foregoing, each of the undersigned does hereby covenant and agree with the Purchasers and with each and every subsequent holder of the Notes as follows:

SECTION 1. GUARANTY OF NOTES.

Section 1.1. Guaranty. (a) Subject to the limitations set forth in SECTION 1.1(b), the Subsidiary Guarantors hereby, jointly and severally, absolutely and unconditionally guarantee to the holders from time to time of the Notes: (a) the full and prompt payment of the principal of

all of the Notes and of the interest thereon at the rate therein stipulated and the Make-Whole Amount (if any), when and as the same shall become due and payable, whether by lapse of time, upon redemption or prepayment, by extension or by acceleration or declaration, or otherwise (including (to the extent legally enforceable) interest due on overdue payments of principal, Make-Whole Amount (if any) or interest at the rate set forth in the Notes), (b) the full and prompt performance and observance by the Company of each and all of the obligations, covenants and agreements required to be performed or observed by the Company under the terms of the Notes and the Note Purchase Agreement, and (c) the full and prompt payment, upon demand by any holder of the Notes, of all costs and expenses, legal or otherwise (including reasonable attorneys' fees) and such expenses, if any, as shall have been expended or incurred in the protection or enforcement of any right or privilege under the Notes or the Note Purchase Agreement, including, without limitation, in any consultation or action in connection therewith, and in each and every case irrespective of the validity, regularity, or enforcement of any of the Notes or the Note Purchase Agreement or any of the terms thereof or of any other like circumstance or circumstances. The guaranty of the Notes herein provided for is a guaranty of the immediate and timely payment of the principal and interest on the Notes and the Make-Whole Amount (if any) as and when the same are due and payable and shall not be deemed to be a guaranty only of the collectibility of such payments and that in consequence thereof each holder of the Notes may sue each Subsidiary Guarantor directly upon such principal and interest becoming so due and payable.

(b) The obligations of each Subsidiary Guarantor hereunder shall be limited to the lesser of (i) the obligations of the Company guaranteed hereunder, or (ii) a maximum aggregate amount equal to the largest amount that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law (collectively, the "Fraudulent Transfer Laws"), if and to the extent such Subsidiary Guarantor (or a trustee on its behalf) has properly invoked the protections of the Fraudulent Transfer Laws in each case after giving effect to all other liabilities of such Subsidiary Guarantor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws.

Section 1.2. Obligations Absolute and Unconditional. The obligations of each Subsidiary Guarantor under this Agreement shall be absolute and unconditional and shall remain in full force and effect until the entire principal, interest and Make-Whole Amount (if any) on the Notes and all other sums due pursuant to SECTION 1.1 shall have been paid and such obligations shall not be affected, modified or impaired upon the happening from time to time of any event, including, without limitation, any of the

following, whether or not with notice to or the consent of such Subsidiary Guarantor:

(a) the power or authority or the lack of power or authority of the Company to issue the Notes or to execute and deliver the Note Purchase Agreement, and irrespective of the validity of the Notes, or the Note Purchase Agreement or of any defense whatsoever that the Company or any other Subsidiary Guarantor may or might have to the payment of the Notes (principal, interest and Make-Whole Amount, if any) or to the performance or observance of any of the provisions or conditions of the Note Purchase

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Agreement, or the existence or continuance of the Company or any other Subsidiary Guarantor as a legal entity;

(b) any failure to present the Notes for payment or to demand payment thereof, or to give the Company or any Subsidiary Guarantor notice of dishonor for non-payment of the Notes, when and as the same may become due and payable, or notice of any failure on the part of the Company to do any act or thing or to perform or to keep any covenant or agreement by it to be done, kept or performed under the terms of the Notes or the Note Purchase Agreement;

(c) the acceptance of any security or any guaranty, the advance of additional money to the Company, any extension of the obligation of the Notes, either indefinitely or for any period of time, or any other modification in the obligation of the Notes or of the Note Purchase Agreement or of the Company thereon, or in connection therewith, or any sale, release, substitution or exchange of any security;

(d) any act or failure to act with regard to the Notes or the Note Purchase Agreement or anything which might vary the risk of the Company or any Subsidiary Guarantor;

(e) any action taken under the Note Purchase Agreement in the exercise of any right or power thereby conferred or any failure or omission on the part of any holder of any Note to first enforce any right or security given under the Note Purchase Agreement or any failure or omission on the part of any holder of any of the Notes to first enforce any right against the Company or any other Subsidiary Guarantor;

(f) the waiver, compromise, settlement, release or termination of any or all of the obligations, covenants or agreements of the Company or any other Subsidiary Guarantor contained in the Note Purchase Agreement, or this Agreement or of the payment, performance or observance thereof;

(g) the failure to give notice to the Company or any Subsidiary Guarantor of the occurrence of any breach by any Subsidiary Guarantor of the terms and provisions of this Agreement or any Default or Event of Default under the Note Purchase Agreement;

(h) the extension of the time for payment of any principal of, or interest (or Make-Whole Amount, if any), on any Note owing or payable on such Note or of the time of or for performance of any obligations, covenants or agreements under or arising out of the Note Purchase Agreement or the extension or the renewal of any thereof;

(i) the modification, restatement or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Note Purchase Agreement or the Notes or this Agreement;

(j) any failure, omission, delay or lack on the part of the holders of the Notes to enforce, assert or exercise any right, power or remedy conferred on the holders of the

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Notes in the Note Purchase Agreement or the Notes or any other act or acts on the part of the holders from time to time of the Notes;

(k) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or arrangement under bankruptcy or similar laws, composition with creditors or readjustment of, or other similar procedures affecting the Company or any Subsidiary Guarantor or any of the assets of any of them, or any allegation or contest of the validity of the Note Purchase Agreement or the disaffirmance of the Note Purchase Agreement in any such proceeding (it being understood that the obligations of such Subsidiary Guarantor under this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment made with respect to the Notes is rescinded or must otherwise be restored or returned by any holder of the Notes upon the insolvency, bankruptcy or reorganization of the Company or any Subsidiary Guarantor, all as though such payment had not been made);

(l) any event or action that would, in the absence of this clause, result in the release or discharge by operation of law of such Subsidiary Guarantor from the performance or observance of any obligation, covenant or agreement contained in this Agreement;

(m) the invalidity or unenforceability of the Notes or the Note Purchase Agreement;

(n) the invalidity or unenforceability of the obligations of such Subsidiary Guarantor under this Agreement, the absence of any action to enforce such obligations of such Subsidiary Guarantor, any waiver or consent by such Subsidiary Guarantor with respect to any of the provisions hereof or any other circumstances which might otherwise constitute a discharge or defense by such Subsidiary Guarantor, including, without limitation, any failure or delay in the enforcement of the obligations of such Subsidiary Guarantor with respect to this Agreement or of notice thereof; or any suit or other action brought by any shareholder or creditor of, or by, such Subsidiary Guarantor or any other Person, for any reason, including, without limitation, any suit or action in any way attacking or involving any issue, matter or thing in respect of this Agreement, the Note Purchase Agreement, the Notes or any other agreement;

(o) the default or failure of such Subsidiary Guarantor fully to perform any of its covenants or obligations set forth in this Agreement;

(p) the impossibility or illegality of performance on the part of the Company or any other Person of its obligations under the Notes, the Note Purchase Agreement, this Agreement or any other instruments;

(q) in respect of the Company or any other Person, any change of circumstances, whether or not foreseen or foreseeable, whether or not imputable to the

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Company or any other Person, or other impossibility of performance through fire, explosion, accident, labor disturbance, floods, droughts, embargoes, wars (whether or not

declared), civil commotions, acts of God or the public enemy, delays or failure of suppliers or carriers, inability to obtain materials, action of any federal or state regulatory body or agency, change of law or any other causes affecting performance, or other force majeure, whether or not beyond the control of the Company or any other Person and whether or not of the kind hereinbefore specified;

(r) any attachment, claim, demand, charge, Lien, order, process, encumbrance or any other happening or event or reason, similar or dissimilar to the foregoing, or any withholding or diminution at the source, by reason of any taxes, assessments, expenses, debt, obligations or liabilities of any character, foreseen or unforeseen, and whether or not valid, incurred by or against any Person, or any claims, demands, charges or Liens of any nature, foreseen or unforeseen, incurred by any Person, or against any sums payable under the Note Purchase Agreement or this Agreement so that such sums would be rendered inadequate or would be unavailable to make the payments herein provided;

(s) the failure of such Subsidiary Guarantor to receive any benefit or consideration from or as a result of its execution, delivery and performance of this Agreement;

(t) any default, failure or delay, willful or otherwise, in the performance by the Company, any other Subsidiary Guarantor or any other Person of any obligations of any kind or character whatsoever of the Company, any other Subsidiary Guarantor or any other Person (including, without limitation, the obligations and undertakings of the Company or any other Person under the Notes or the Note Purchase Agreement);

(u) any order, judgment, decree, ruling or regulation (whether or not valid) of any court of any nation or of any political subdivision thereof or any body, agency, department, official or administrative or regulatory agency of any thereof or any other action, happening, event or reason whatsoever which shall delay, interfere with, hinder or prevent, or in any way adversely affect, the performance by any party of its respective obligations under the Notes, this Agreement, the Note Purchase Agreement or any instrument relating thereto; or

(v) any other circumstance which might otherwise constitute a defense available to, or a discharge of, such Subsidiary Guarantor in respect of the obligations of such Subsidiary Guarantor under this Agreement; provided that the specific enumeration of the above-mentioned acts, failures or omissions shall not be deemed to exclude any other acts, failures or omissions, though not specifically mentioned above, it being the purpose and intent of this paragraph that the obligations of each Subsidiary Guarantor hereunder shall be absolute and unconditional and shall not be discharged, impaired or varied except by the payment to the holders thereof of the principal of, Make-Whole Amount, if any, and interest on the Notes, and of all other sums due and owing to the holders of the Notes pursuant to the Note Purchase Agreement, and then only to the extent of such payments.

Without limiting any of the other terms or provisions hereof, it is understood and agreed that in order to hold each Subsidiary Guarantor liable hereunder, there shall be no obligation on the part of any holder of any Note to resort, in any manner or form, for payment, to the Company, to any other Subsidiary Guarantor, to any other Person or to the properties or estates of any of the foregoing. All rights of the holder of any Note pursuant thereto or to this Agreement may be transferred or assigned at any time or from time to time and shall be considered to be transferred or assigned upon the transfer of such Note, whether with or without the consent of or notice to any Subsidiary Guarantor or the Company. Without limiting the foregoing, it is understood that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, the Company shall default under the terms of the Notes or the Note Purchase Agreement and that notwithstanding recovery hereunder for or in respect of any given default or defaults by the Company under the Notes or the Note Purchase Agreement, this Agreement shall remain in full force and effect and shall apply to each and every subsequent default.

Section 1.3. Subrogation. To the extent of any payments made under this Agreement, each Subsidiary Guarantor shall be subrogated to the rights of the holder of the Notes receiving such payments, but such Subsidiary Guarantor covenants and agrees that such right of subrogation shall be subordinate in right of payment to the rights of any holders of the Notes for which full payment has not been made or provided for and, to that end, such Subsidiary Guarantor agrees not to claim or enforce any such right of subrogation or any right of set-off or any other right which may arise on account of any payment made by such Subsidiary Guarantor in accordance with the provisions of this Agreement, including, without limitation, any right of reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any holder of the Notes against the Company or any other Subsidiary Guarantor, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from the Company or any other Subsidiary Guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until 366 days after all of the Notes owned by Persons other than such Subsidiary Guarantor and all other sums due or payable under the Note Purchase Agreement have been fully paid and discharged or payment therefor has been provided. If any amount shall be paid to such Subsidiary Guarantor in violation of the preceding sentence at any time prior to the indefeasible cash payment in full of the Notes and all other amounts payable under the Note Purchase Agreement, such amounts shall be held in trust for the benefit of the holders of the Notes and shall forthwith be paid to the holders of the Notes to be credited and applied to the amounts due or to become due with respect to the Notes and all other amounts payable under the Note Purchase Agreement, whether matured or unmatured.

Section 1.4. Contribution. To the extent of any payments made under this Agreement, each Subsidiary Guarantor making such payment shall have a right of contribution from the other Subsidiary Guarantors, but such Subsidiary Guarantor covenants and agrees that such right of contribution shall be subordinate in right of payment to the rights of the holders of the Notes for which full payment has not been made or provided for and, to that end, such Subsidiary Guarantor agrees not to claim or enforce any such right of contribution unless and until all of the

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Notes and all other sums due and payable under the Note Purchase Agreement have been fully and irrevocably paid and discharged.

Section 1.5. Preference. Each Subsidiary Guarantor agrees that to the extent the Company, any other Subsidiary Guarantor or any other Person makes any payment on the Notes, which payment or any part thereof is subsequently invalidated, voided, declared to be fraudulent or preferential, set aside, recovered, rescinded or is required to be retained by or repaid to a trustee, liquidator, receiver or any other Person under any bankruptcy code, common law or equitable cause, then and to the extent of such payment, the obligation or the part thereof intended to be satisfied shall be revived and continued in full force and effect with respect to such Subsidiary Guarantor's obligations hereunder, as if said payment had not been made. The liability of the Subsidiary Guarantors hereunder shall not be reduced or discharged, in whole or in part, by any payment to any holder of the Notes from any source that is thereafter paid, returned or refunded in whole or in part by reason of the assertion of a claim of any kind relating thereto, including, but not limited to, any claim for breach of contract, breach of warranty, preference, illegality, invalidity or fraud asserted by any account debtor or by any other Person.

Section 1.6. Marshalling. None of the holders of the Notes shall be under any obligation (a) to marshal any assets in favor of any Subsidiary Guarantor or in payment of any or all of the liabilities of the Company under or in respect of the Notes or the obligation of any Subsidiary Guarantor hereunder or (b) to pursue any other remedy that any Subsidiary Guarantor may or may not be able to pursue itself and that may lessen such Subsidiary Guarantor's burden or any right to which such Subsidiary Guarantor hereby expressly waives. The obligations of each Subsidiary Guarantor under this Agreement rank pari passu in right of payment with all other unsecured Senior Indebtedness (actual or contingent) of such Subsidiary Guarantor.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE SUBSIDIARY GUARANTORS.

Each Subsidiary Guarantor represents and warrants to you that, as of the date of such Subsidiary Guarantor's execution and delivery of this Agreement (or joinder hereto, as applicable):

Section 2.1. Organization; Power and Authority. Such Subsidiary Guarantor is a corporation, limited liability company or other legal entity, as the case may be, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is duly qualified as a foreign business organization and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Such Subsidiary Guarantor has the power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact the business it transacts and proposes to transact, to execute and deliver this Agreement and to perform the provisions hereof.

Section 2.2. Authorization, Etc. This Agreement has been duly authorized by all necessary action on the part of such Subsidiary Guarantor, and this Agreement constitutes a legal, valid and binding obligation of such Subsidiary Guarantor enforceable against such

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Subsidiary Guarantor in accordance with its terms, except as such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 2.3. Compliance with Laws, Other Instruments, Etc. (a) The execution, delivery and performance by such Subsidiary Guarantor of this Agreement will not (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of such Subsidiary Guarantor or any of its Subsidiaries under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, organizational documents, or any other agreement or instrument to which such Subsidiary Guarantor or any of its Subsidiaries is bound or by which such Subsidiary Guarantor or any of its Subsidiaries or any of their respective properties may be bound or affected, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority applicable to such Subsidiary Guarantor or any of its Subsidiaries or (iii) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to such Subsidiary Guarantor or any of its Subsidiaries, in each case, except to the extent that such continuation, breach, default or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) All obligations under this Agreement of such Subsidiary Guarantor are direct and unsecured obligations of such Subsidiary Guarantor ranking pari passu as against the assets of such Subsidiary Guarantor with all other existing unsecured Senior Indebtedness of such Subsidiary Guarantor (actual or contingent).

Section 2.4. Governmental Authorizations, Etc. No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by such Subsidiary Guarantor of this Agreement (other than the filing of a Form 8-K with the SEC disclosing the Company's entry into the Note Purchase Agreement or such Subsidiary Guarantor's entry into this Agreement).

Section 2.5. Litigation; Observance of Agreements, Statutes and Orders.
(a) There are no actions, suits or proceedings pending or, to the knowledge of such Subsidiary Guarantor, threatened against or affecting such Subsidiary Guarantor or any of its Subsidiaries or any property of such Subsidiary Guarantor or any of its Subsidiaries in any court or before any arbitrator of any kind or before or by any Governmental Authority that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(b) Neither such Subsidiary Guarantor nor any of its Subsidiaries is in default under any term of any agreement or instrument to which it is a party or by which it is bound, or any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority or is in violation of any applicable law, ordinance, rule or regulation (including without limitation Environmental Laws) of any Governmental Authority, which default or violation, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

SECTION 3. AFFIRMATIVE COVENANTS OF SUBSIDIARY GUARANTORS.

Each Subsidiary Guarantor covenants that so long as any of the Notes are outstanding:

Section 3.1. Compliance with Note Purchase Agreement Covenants. Such Subsidiary Guarantor will, and will cause each of its Subsidiaries to, comply with each of the covenants and agreement set forth in Sections 7, 9 and 10 of the Note Purchase Agreements that are applicable to Subsidiaries of the Company.

Section 3.2. Guaranty to Rank Pari Passu. The obligation of such Subsidiary Guarantor under SECTION 1 of this Agreement is and at all times shall remain a direct and unsecured obligation of such Subsidiary Guarantor ranking pari passu as against the assets of such Subsidiary Guarantor with all other present and future unsecured Senior Indebtedness (actual or contingent) of such Subsidiary Guarantor.

SECTION 4. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.

All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Notes, the purchase or transfer by any Purchaser of any Note or portion thereof or interest therein and the payment of any Note, and may be relied upon by any subsequent holder of a Note, regardless of any investigation made at any time by or on behalf of the Purchasers or any other holder of a Note. All statements contained in any certificate or other instrument delivered by or on behalf of each Subsidiary Guarantor pursuant to this Agreement shall be deemed representations and warranties of such Subsidiary Guarantor under this Agreement. Subject to the preceding sentence, this Agreement embodies the entire agreement and understanding of the Subsidiary Guarantors regarding the transactions contemplated by the Note Purchase Agreement and supersedes all prior agreements and understandings relating to the subject matter hereof.

SECTION 5. AMENDMENT AND WAIVER.

Section 5.1. Requirements. This Agreement may be amended, and the observance of any term hereof may be waived (either retroactively or prospectively), with (and only with) the written consent of each Subsidiary Guarantor and the Required Holders, except that (a) no such amendment or waiver may, without the written consent of the holder of each Note at the time outstanding affected thereby, (i) change the percentage of the principal amount of the Notes the holders of which are required to consent to any such amendment or waiver, or (ii) amend this SECTION 5 or SECTION 1 and (b) no consent of the holders of the Notes, the Company or the Subsidiary Guarantors shall be required in connection with the execution and delivery of a Guaranty Joinder Agreement substantially in the form of ANNEX 1 or other addition of any additional Subsidiary

Guarantor, and each Subsidiary Guarantor, by its execution and delivery of this Agreement (or joinder hereto) consents to the addition of each additional Subsidiary Guarantor and upon execution of such Guaranty Joinder Agreement, this Agreement shall be amended as set forth therein without further action on the part of any other party.

Section 5.2. Solicitation of Holders of Notes.

(a) Solicitation. The Subsidiary Guarantors will provide each holder of the Notes (irrespective of the amount of Notes then owned by it) with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holder to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof. The Subsidiary Guarantors will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to the provisions of this SECTION 5 to each holder of outstanding Notes promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of Notes.

(b) Payment. No Subsidiary Guarantor will directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security, to any holder of Notes as consideration for or as an inducement to the entering into by any holder of Notes of any waiver or amendment of any of the terms and provisions hereof unless such remuneration is concurrently paid, or security is concurrently granted, on the same terms, ratably to each holder of Notes then outstanding even if such holder did not consent to such waiver or amendment.

Section 5.3. Binding Effect, Etc. Any amendment or waiver consented to as provided in this SECTION 5 applies equally to all holders of Notes and is binding upon them and upon each future holder of any Note and upon the Subsidiary Guarantors without regard to whether such Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement or breach by any Subsidiary Guarantor of the terms and provisions of this Agreement or Default or Event of Default under the Note Purchase Agreement not expressly amended or waived or impair any right consequent thereon. No course of dealing between any Subsidiary Guarantor and the holder of any Note nor any delay in exercising any rights hereunder or under any Note shall operate as a waiver of any rights of any holder of such Note. As used herein, the term “this Agreement” and references thereto shall mean this Agreement as it may from time to time be amended or supplemented.

Section 5.4. Notes Held by Subsidiary Guarantors, Etc. Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of Notes then outstanding approved or consented to any amendment, waiver or consent to be given under this Agreement, or have directed the taking of any action provided herein to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of Notes then outstanding, Notes directly or indirectly owned by the Company, such Subsidiary Guarantors or any of their respective Affiliates shall be deemed not to be outstanding.

Section 5.5. Purchase of Notes. No Subsidiary Guarantor will nor will any Subsidiary Guarantor permit any of its Subsidiaries or any of its Affiliates to purchase, redeem, prepay or otherwise acquire, directly or indirectly, any of the outstanding Notes except (a) in accordance with SECTION 1, or (b) and upon the payment or prepayment of the Notes in accordance with the terms of the Note Purchase Agreement and the Notes.

SECTION 6. NOTICES.

All notices and communications provided for hereunder shall be in writing and sent (a) by telefacsimile if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

(i) if to a Purchaser or such Purchaser’s nominee, to such Purchaser or such Purchaser’s nominee at the address specified for such communications in Schedule A to the Note Purchase Agreement, or at such other address as such Purchaser or such Purchaser’s nominee shall have specified to the Subsidiary Guarantors in writing,

(ii) if to any other holder of any Note, to such holder at such address as such other holder shall have specified to the Subsidiary Guarantors in writing, or

(iii) if to any Subsidiary Guarantor, to such Subsidiary Guarantor at its address set forth on SCHEDULE I attached hereto to the attention of the Chief Financial Officer, or at such other address as such Subsidiary Guarantor shall have specified to the holder of each Note in writing.

Notices under this SECTION 6 will be deemed given only when actually received.

SECTION 7. MISCELLANEOUS.

Section 7.1. Successors and Assigns. All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not, so long as any Notes remain outstanding and unpaid.

Section 7.2. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

Section 7.3. Construction. Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

Section 7.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one

instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

Section 7.5. Subordination of Debt of the Company. Any indebtedness of the Company now or hereafter held by a Subsidiary Guarantor, whether secured or unsecured, and if secured, the security for same, is hereby subordinated to the indebtedness of the Company to the holders of the Notes from time to time; and, so long as there is any Default or Event of Default under the Note Purchase Agreement, such indebtedness of the Company to a Subsidiary Guarantor shall be collected, enforced, and received by such Subsidiary Guarantor as trustee for the holders of the Notes from time to time and, subject to the terms of the Intercreditor Agreement, be paid over to such holders on account of the Notes but without reducing or affecting in any manner the liability of the Subsidiary Guarantor under the other provisions of this Agreement.

SECTION 7.6. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF ILLINOIS, EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

Section 7.7. Submission to Jurisdiction. Each Subsidiary Guarantor hereby irrevocably submits and consents to the non-exclusive jurisdiction of any Illinois State or U.S. federal court situated in the City of Chicago, and irrevocably agrees that all actions or proceedings relating to this Agreement may be litigated in such courts, and each Subsidiary Guarantor waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon it, and consents that all such service of process be made by delivery to it at the address of such Subsidiary Guarantor as set forth in SCHEDULE I hereto. Each Subsidiary Guarantor agrees that a final judgment in any such suit, action or proceeding shall be conclusive, subject to rights of appeal, and may be enforced in any manner provided by law or equity. Nothing contained in this Section shall affect the right of any holder of Notes to serve legal process in any other manner permitted by law or to bring any action or proceeding in the courts of any jurisdiction against any Subsidiary Guarantor or to enforce a judgment obtained in the courts of any other jurisdiction.

SECTION 8. INDEMNITY.

To the fullest extent of applicable law, each Subsidiary Guarantor shall indemnify and save each holder of a Note harmless from and against any losses which may arise by virtue of any of the obligations hereby guaranteed being or becoming for any reason whatsoever in whole or in part void, voidable, contrary to law, invalid, ineffective or otherwise unenforceable by the holders of the Notes or any of them in accordance with its terms (all of the foregoing, collectively, an "Indemnifiable Circumstance"). For greater certainty, these losses shall include without limitation all obligations hereby guaranteed which would have been payable by the Company but for the existence of an Indemnifiable Circumstance; provided, however, that the extent of each Subsidiary Guarantor's aggregate liability under this SECTION 8 shall not at any time exceed the amount (but for any Indemnifiable Circumstance) otherwise guaranteed pursuant to SECTION 1.

IN WITNESS WHEREOF, this Guaranty Agreement has been duly executed and delivered as of the day and year first above written.

Very truly yours,

TALX UCM SERVICES, INC.
TALX EMPLOYER SERVICES, LLC
TALX FASTIME SERVICES, INC.
TBT ENTERPRISES, INCORPORATED
UI ADVANTAGE, INC.
NET PROFIT, INC.
TALX TAX INCENTIVE SERVICES, LLC
JON-JAY ASSOCIATES, INC.
TALX TAX CREDITS AND INCENTIVES, LLC
UNEMPLOYMENT SERVICES, LLC
MANAGEMENT INSIGHT INCENTIVES, LLC
PERFORMANCE ASSESSMENT NETWORK, INC.

By
Its

SCHEDULE I

ADDRESSES FOR NOTICES TO SUBSIDIARY GUARANTORS

c/o TALX Corporation
Attention: Chief Executive Officer
11432 Lackland Road
St. Louis, Missouri 63146

SCHEDULE I
(to Guaranty Agreement)

FORM OF GUARANTY JOINDER AGREEMENT

To the Holders of the Notes, (as hereinafter defined) of TALX Corporation

(the "Company")

Ladies and Gentlemen:

WHEREAS, in order to refinance certain debt and for general corporate purposes, the Company issued $50,000,000 aggregate principal amount of its ax% Senior Guaranteed Notes due May 25, 2014 (the "Notes"), pursuant to that certain Note Purchase Agreement dated as of May 25, 2006 (the "Note Purchase Agreement") between the Company and each of the purchasers named on Schedule A thereto (the "Initial Note Purchasers").

WHEREAS, as a condition precedent to their purchase of the Notes, the Initial Note Purchasers required that certain subsidiaries of the Company enter into a Guaranty as security for the Notes (the "Guaranty").

Pursuant to Section 9.7 of the Note Purchase Agreement, the Company has agreed to cause the undersigned, , a organized under the laws of (the "Additional Subsidiary Guarantor"), to join in the Guaranty. In accordance with the requirements of the Guaranty, the Additional Subsidiary Guarantor desires to amend (a) the definition of Subsidiary Guarantor (as the same may have been heretofore amended) set forth in the Guaranty attached hereto so that at all times from and after the date hereof, the Additional Subsidiary Guarantor shall be jointly and severally liable as set forth in the Guaranty for the obligations of the Company under the Note Purchase Agreement and Notes to the extent and in the manner set forth in the Guaranty and (b) Schedule I to the Guaranty to include the address of the Additional Subsidiary Guarantor set forth on the signature page hereto.

The undersigned is the duly elected of the Additional Subsidiary Guarantor, a subsidiary of the Company, and is duly authorized to execute and deliver this Guaranty Joinder Agreement to each of you. The execution by the undersigned of this Guaranty Joinder Agreement shall evidence its consent to and acknowledgment and approval of the terms set forth herein and in the Guaranty and by such execution the Additional Subsidiary Guarantor shall be deemed to have made in favor of the Holders of the Notes the representations and warranties set forth in Section 2 of the Guaranty.

Upon execution of this Guaranty Joinder Agreement, the Guaranty shall be deemed to be amended as set forth above. Except as amended herein, the terms and provisions of the Guaranty are hereby ratified, confirmed and approved in all respects.

ANNEX 1
(to Guaranty Agreement)

Any and all notices, requests, certificates and other instruments (including the Notes) may refer to the Guaranty without making specific reference to this Guaranty Joinder Agreement, but nevertheless all such references shall be deemed to include this Guaranty Joinder Agreement unless the context shall otherwise require.

Dated: , .

[NAME OF ADDITIONAL SUBSIDIARY GUARANTOR]

By
Name:
Title:

Address for Notices:

FORM OF CLOSING CERTIFICATE

Pursuant to Section 9.7 of the Note Purchase Agreement dated as of May 25, 2006 (as it may hereafter be amended, modified, extended or restated from time to time, the "Note Purchase Agreement"), between TALX Corporation, a corporation and the institutions named in Schedule A thereto, the undersigned [INSERT TITLE OF OFFICER] of [INSERT NAME OF GUARANTOR], in such capacity and not in any personal capacity, hereby certifies as follows:

1. The representations and warranties of [INSERT NAME OF GUARANTOR] set forth in Section 2 of the Guaranty Agreement (as defined in the Note Purchase Agreement) are true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except for representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.

2. is the duly elected and qualified of [INSERT NAME OF GUARANTOR] and the signature set forth for such officer below is such officer's true and genuine signature.

The undersigned of [INSERT NAME OF GUARANTOR] certifies as follows:

3. There are no liquidation or dissolution proceedings pending or to my knowledge threatened against [INSERT NAME OF GUARANTOR], nor has any other event occurred adversely affecting or threatening the continued existence of [INSERT NAME OF GUARANTOR].

4. [INSERT NAME OF GUARANTOR] is a duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

5. Attached hereto as Annex 1 is a true and complete copy of resolutions duly adopted by the of [INSERT NAME OF GUARANTOR] on ; such resolutions have not in any way been amended, modified, revoked or rescinded, have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect and are the only proceedings of [INSERT NAME OF GUARANTOR] now in force relating to or affecting the matters referred to therein.

6. Attached hereto as Annex 2 is a true and complete copy of the By-Laws (or equivalent) [INSERT NAME OF GUARANTOR] as in effect on the date hereof.

7. Attached hereto as Annex 3 is a true and complete copy of the Certificate of Incorporation (or equivalent) of [INSERT NAME OF GUARANTOR] as in effect on the date hereof, and such certificate has not been amended, repealed, modified or restated (except to the extent of the amendments attached hereto).

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8. The following persons are now duly elected and qualified officers of [INSERT NAME OF GUARANTOR] holding the offices indicated next to their respective names below, and the signatures appearing opposite their respective names below are the true and genuine signatures of such officers, and each of such officers is duly authorized to execute and deliver on behalf of [INSERT NAME OF GUARANTOR] [the Guaranty Joinder Agreement and] the Guaranty Agreement:

NAME	OFFICE	SIGNATURE

IN WITNESS WHEREOF, the undersigned have hereunto set our names as of the date set forth below.

Name:
Title:

Name:
Title:

Date: ,

FORM OF INTERCREDITOR AGREEMENT

INTERCREDITOR AGREEMENT
Dated as of May 25, 2006
among
LASALLE BANK NATIONAL ASSOCIATION,
SOUTHWEST BANK OF ST. LOUIS,
NATIONAL CITY BANK OF THE MIDWEST,
FIFTH THIRD BANK,
MERRILL LYNCH CAPITAL, A DIVISION OF
MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.,
FIRST BANK,
PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY,
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
MTL INSURANCE COMPANY,
THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA,
AMERICAN INVESTORS LIFE INSURANCE COMPANY,
and
AMERUS LIFE INSURANCE COMPANY

Exhibit 4.14
(to Note Purchase Agreement)

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INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT (this "AGREEMENT") dated as of May 25, 2006, is entered into by and among SOUTHWEST BANK OF ST. LOUIS ("SOUTHWEST BANK"), NATIONAL CITY BANK OF THE MIDWEST ("NATIONAL CITY"), FIFTH THIRD BANK ("FIFTH THIRD"), MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC. ("MERRILL LYNCH"), FIRST BANK ("FIRST BANK"), LASALLE BANK NATIONAL ASSOCIATION, as a Lender and as administrative agent for the Lenders (the "ADMINISTRATIVE AGENT"), PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, MTL INSURANCE COMPANY, THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA, AMERICAN INVESTORS LIFE INSURANCE COMPANY, and AMERUS LIFE INSURANCE COMPANY, as holders of the Notes

described below (collectively, the "NOTEHOLDERS").

RECITALS:

A. Under and pursuant to that certain Note Purchase Agreement dated as of even date herewith (as the same may be amended, restated, supplemented, renewed or replaced from time to time, including any increase in the amount thereof, the "NOTE PURCHASE AGREEMENT"), among TALX Corporation, a Missouri corporation (the "COMPANY") and the Noteholders, the Company proposes to issue and sell to the Noteholders $75,000,000 aggregate principal amount of its 6.89% Senior Guaranteed Notes, due May 25, 2014 (collectively the "NOTES").

B. The Noteholders have required as a condition of their purchase of the Notes that each of TALX UCM Services, Inc., a Missouri corporation, TALX FasTime Services, Inc., a Texas corporation, TALX Employer Services, LLC, a Missouri limited liability company, TBT Enterprises, Incorporated, a Maryland corporation, UI Advantage, Inc., a Maryland corporation, Net Profit, Inc., a South Carolina corporation, TALX Tax Incentive Services, LLC, a Missouri limited liability company, Jon-Jay Associates, Inc., a Massachusetts corporation, TALX Tax Credits and Incentives, LLC, a Missouri limited liability company, Management Insight Incentives, LLC, a Missouri limited liability company, Unemployment Services, LLC, a Missouri limited liability company, and Performance Assessment Network, Inc., a Delaware corporation, (each a "SUBSIDIARY GUARANTOR" and collectively the "SUBSIDIARY GUARANTORS") enter into a guaranty as security for the Notes and accordingly each of the Subsidiary Guarantors has agreed to provide a guaranty. Each Subsidiary Guarantor proposes to execute and deliver a Guaranty Agreement (each a "NOTE GUARANTEE" and collectively the "NOTE GUARANTIES") dated as of even date herewith, pursuant to which such Subsidiary Guarantor will irrevocably, absolutely and unconditionally guarantee to the Noteholders the payment of the principal of, premium, if any, and interest on the Notes and the payment and performance of all other obligations of the Company under the Note Purchase Agreement.

C. Under and pursuant to that certain Third Amended and Restated Loan Agreement dated as of even date herewith (as such agreement may be amended, restated, supplemented, renewed or replaced from time to time, including any increase in the amount thereof, the "LOAN AGREEMENT") among the Company, the Administrative Agent, and the lending institutions which are parties thereto (each, individually, a "LENDER" and collectively, the "LENDERS"), the Lenders have made available to the Company certain credit facilities in a current aggregate principal amount of up to $150,000,000 (all amounts outstanding in respect of such credit facilities being hereinafter collectively referred to as the "LOAN").

D. In connection with the execution of the Loan Agreement and as security for the Loan made thereunder, the Subsidiary Guarantors have heretofore guaranteed to the Lenders the payment of the Loan and all other obligations of the Company under the Loan Agreement under those certain guaranty agreements (as such agreements may be amended, restated, supplemented or otherwise modified from time to time the "LOAN GUARANTIES").

E. The Loan Guaranties and the Note Guaranties are each hereinafter individually referred to as a "SUBSIDIARY GUARANTY" and collectively referred to as the "SUBSIDIARY GUARANTIES".

F. The Company and the Subsidiary Guarantors contemplate that from time to time after the date hereof, additional subsidiaries of the Company may, subject to the terms and conditions of the Loan Agreement and the Note Purchase Agreement, issue additional guaranties for the benefit of the Creditors which the Company, the Subsidiary Guarantors and the Creditors wish to become subject to this Agreement pursuant to the requirements of Section 6(d) hereof.

G. Pursuant to the Loan Agreement, it is a condition precedent to the Notes constituting permitted indebtedness thereunder that the Administrative Agent and the Noteholders enter into this Agreement.

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

SECTION 1. DEFINITIONS.

The following terms shall have the meanings assigned to them below in this
Section 1 or in the provisions of this Agreement referred to below:

"Administrative Agent" shall have the meaning assigned thereto in the Recitals hereof.

"Company" shall have the meaning assigned thereto in the Recitals hereof.

"Covered Payment" shall have the meaning assigned thereto in Section 4.

"Creditor" shall individually mean the Administrative Agent, any Lender or any Noteholder and "Creditors" shall mean, collectively, the Administrative Agent, the Lenders and the Noteholders.

"Enforcement Action" means any (i) judicial or non-judicial foreclosure proceeding, the exercise of any power of sale, the taking of a deed or assignment in lieu of foreclosure, the obtaining of a receiver or the taking of any other enforcement action against the Company or any Subsidiary Guarantor, (ii) acceleration of, or demand or action taken in order to collect, all or any indebtedness accruing under the Loan Agreement, the Notes or any Subsidiary Guaranty or (iii) exercise of any right or remedy available to the Administrative Agent or the Noteholders under the Loan Agreement, the Notes or the Note Purchase Agreement, as applicable, at law, in equity or otherwise with respect to the Company or any Subsidiary Guarantor.

"Excess Covered Payment" shall mean as to any Creditor an amount equal to the Covered Payment received by such Creditor less the Pro Rata Share of such Covered Payment to which such Creditor is then entitled.

"Lender" and "Lenders" shall have the meanings assigned thereto in the Recitals hereto.

"Loan" shall have the meaning assigned thereto in the Recitals hereof.

"Loan Agreement" shall have the meaning assigned thereto in the Recitals hereof.

"Loan Guaranty" and "Loan Guaranties" shall have the meanings assigned thereto in the Recitals hereof.

"Note Guaranty" and "Note Guaranties" shall have the meanings assigned thereto in the Recitals hereof.

"Note Purchase Agreement" shall have the meaning assigned thereto in the Recitals hereof.

"Noteholder" and "Noteholders" shall have the meanings assigned thereto in the Recitals hereof.

"Notes" shall have the meaning assigned thereto in the Recitals hereof.

"Person" shall mean an individual, partnership, limited liability company, corporation, trust or unincorporated organization, and a government or agency or political subdivision thereof.

"Pro Rata Share" shall mean, with respect to any Creditor, as of the date of any Covered Payment to such Creditor, an amount equal to the product obtained by multiplying (a) the amount of such Covered Payment less all reasonable costs incurred by such Creditor in connection with the collection of such Covered Payment by (b) a fraction, the numerator of which shall be the Specified Amount owing to such Creditor, and the denominator of which is the aggregate amount of all outstanding Subject Obligations (without giving effect in the denominator to the application of any such Covered Payment).

"Receiving Creditor" shall have the meaning assigned thereto in Section 4.

"Specified Amount" shall mean as to any Creditor the aggregate amount of the Subject Obligations owed to such Creditor.

"Subject Obligations" shall mean all principal of, premium or make-whole amount, if any, and interest on, the Notes and the Loan and all other obligations of the Company under or in respect of the Notes and the Loan and under the Note Purchase Agreement or the Loan Agreement.

"Subsidiary Agreements" shall mean the Subsidiary Guaranties.

"Subsidiary Guarantor" and "Subsidiary Guarantors" shall have the meaning assigned thereto in the Recitals hereof.

"Subsidiary Guaranty" and "Subsidiary Guaranties" shall have the meanings assigned thereto in the Recitals hereof.

Section 2. Approval of Loan and Loan Documents.

(a) Each Noteholder hereby acknowledges that (i) it has received and reviewed and, subject to the terms and conditions of this Agreement, hereby consents to and approves of the making of the Loan and, subject to the terms and provisions of this Agreement, all of the terms and provisions of the Loan Agreement and the Loan Guaranties, and (ii) any application or use of the proceeds of the Loan for purposes other than those provided in the Loan Agreement shall not affect, impair or defeat the terms and provisions of this Agreement or the Loan Agreement.

(b) Each of the Administrative Agent and each Lender hereby acknowledges that (i) it has received and reviewed, and, subject to the terms and conditions of this Agreement, hereby consents to and approves of the issuance of the Notes and, subject to the terms and provisions of this Agreement, all of the terms and provisions of the Note Purchase Agreement and the Note Guaranties, and (ii) any application or use of the proceeds of the issuance of the Notes for purposes other than those provided in the Note Purchase Agreement shall not affect, impair or defeat the terms and provisions of this Agreement or the Note Purchase Agreement. Each of the Administrative Agent and each Lender hereby acknowledges and agrees that any conditions precedent to the consent of

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the Administrative Agent and each Lender to the issuance of the Notes as set forth in the Loan Agreement or any other agreements with the Company related thereto, as they apply to the issuance of the Notes, have been either satisfied or waived.

Section 3. Representations and Warranties.

(a) Each Noteholder hereby represents and warrants, as to itself, as follows:

(1) To such Noteholder's knowledge, there currently exists no default or event which, with the giving of notice or the lapse of time, or both, would constitute a default under the Notes or the Note Purchase Agreement.

(2) Such Noteholder (or its nominee) is the legal and beneficial owner of the Note purchased by it from the Company, free and clear of any lien, security interest, option or other charge or encumbrance.

(3) The Notes are not secured by any real or personal property of the Company or any Subsidiary Guarantor.

(4) Such Noteholder is duly organized and validly existing under the laws of the jurisdiction under which it was organized with full power to execute, deliver, and perform this Agreement and consummate the transactions contemplated hereby.

(5) All actions necessary to authorize the execution, delivery, and performance of this Agreement on behalf of such Noteholder have been duly taken, and all such actions continue in full force and effect as of the date hereof.

(6) Such Noteholder has duly executed and delivered this Agreement and this Agreement constitutes the legal, valid, and binding agreement of such Noteholder enforceable against such Noteholder in accordance with its terms subject to (x) applicable bankruptcy, reorganization, insolvency and moratorium laws, and (y) general principles of equity which may apply regardless of whether a proceeding is brought in law or in equity.

(7) To such Noteholder's knowledge, no consent of any other Person and no consent, license, approval, or authorization of, or exemption by, or registration or declaration or filing with, any governmental authority, bureau or agency is required in connection with the execution, delivery or performance by such Noteholder of this Agreement or

consummation by such Noteholder of the transactions contemplated by this Agreement.

(b) The Administrative Agent and each Lender hereby represents and warrants, as to itself, as follows:

(1) To its knowledge, there currently exists no default or event which, with the giving of notice or the lapse of time, or both, would constitute a default under the Loan Agreement.

(2) All security interests in favor of the Administrative Agent securing the Loan and all other amounts owing by the Company to the Lenders pursuant to the terms of the Loan Agreement shall be released in accordance with the terms of that certain Second Amendment to the Second Amended and Restated Loan Agreement dated as of April 6, 2006 among the Company, the Administrative Agent and the Lenders. Administrative Agent and Lenders have no other security interests in any real or personal property granted by Company or Subsidiary Guarantors.

(3) It is duly organized and validly existing under the laws of the jurisdiction under which it was organized with full power to execute, deliver, and perform this Agreement and consummate the transactions contemplated hereby.

(4) All actions necessary to authorize the execution, delivery, and performance of this Agreement by it have been duly taken, and all such actions continue in full force and effect as of the date hereof.

(5) It has duly executed and delivered this Agreement and this Agreement constitutes the legal, valid, and binding agreement of the Administrative Agent or such Lender, as the case may be, enforceable against the Administrative Agent or such Lender, as the case may be, in accordance with its terms subject to (x) applicable bankruptcy, reorganization, insolvency and moratorium laws and (y) general principles of equity which may apply regardless of whether a proceeding is brought in law or in equity.

(6) To its knowledge, no consent of any other Person and no consent, license, approval, or authorization of, or exemption by, or registration or declaration or filing with, any governmental authority, bureau or agency is required in connection with the execution, delivery or performance by the Administrative Agent of this Agreement or consummation by the Administrative Agent of the transactions contemplated by this Agreement.

Section 4. Sharing of Recoveries.

(a) Each Creditor hereby agrees with each other Creditor that from and after the commencement of an Enforcement Action by any Creditor, any payment (including payments made through setoff of deposit balances or otherwise) received by such Creditor in respect of the Subject Obligations owed to such Creditor (such payment, a "COVERED PAYMENT") shall be shared so that each Creditor shall receive its Pro Rata Share of such Covered Payment. Accordingly, each Creditor hereby agrees that in the event that (i) such Creditor receives a Covered Payment (such Creditor, a "RECEIVING

CREDITOR") and (ii) any other Creditor shall not concurrently receive its Pro Rata Share of such Covered Payment, then the Receiving Creditor shall promptly remit to each other Creditor who shall then be entitled thereto, an amount so that after giving effect to such payment (and any other payments then being made by any other Receiving Creditor pursuant to this Section 4) each Creditor shall have received its Pro Rata Share of such Covered Payments.

(b) For purposes of determining each Creditor's Pro Rata Share, (x) unfunded commitments to advance funds shall not constitute outstanding Subject Obligations and (y) the undrawn amount of any issued irrevocable letters of credit shall constitute outstanding Subject Obligations of the issuers of such letters of credit. If any payment is made pursuant to this Section 4 with respect to the undrawn amount of any issued letter of credit and if, subsequently, such letter of credit expires without having been drawn upon in full, then the issuer of such letter of credit shall calculate the aggregate amount that it received or retained under this Section 4 solely as a result of the treatment of the undrawn amount of such letter of credit as an outstanding Subject Obligation and such amount shall thereafter constitute a Covered Payment subject to sharing pursuant to this Section 4.

(c) Any such payments shall be deemed to be and shall be made in consideration of the purchase for cash at face value, but without recourse, ratably from the other Creditors such amount of Notes or Loan (or interest therein), as the case may be, to the extent necessary to cause such Receiving Creditor to share such Excess Covered Payment with the other Creditors as hereinabove provided; provided, however, that if any such purchase or payment is made by any Receiving Creditor and if such Excess Covered Payment or part thereof is thereafter recovered from such Receiving Creditor (including, without limitation, by any trustee in bankruptcy of the Person making such Covered Payment or any creditor thereof), the related purchase from the other Creditors shall be rescinded ratably and the purchase price restored as to the portion of such Excess Covered Payment so recovered, but without interest; provided, further, that nothing herein contained shall obligate any Creditor to resort to any setoff, application of deposit balance or other means of payment under any Subsidiary Guaranty or avail itself of any recourse by resort to any property of the Company or any Subsidiary Guarantor, the taking of any such action to remain within the absolute discretion of such Creditor without obligation of any kind to the other Creditors to take any such action.

Section 5. Modifications, Amendments, Etc.

(a) The Administrative Agent and the Lenders shall have the right without the consent of the Noteholders in each instance to enter into any amendment, deferral, extension, modification, increase, renewal, replacement, consolidation, supplement or waiver (collectively, a "LOAN MODIFICATION") of the Loan or the Loan Agreement (or any agreement related thereto) provided that no such Loan Modification shall, without the prior written consent of the Noteholders, grant to the Administrative Agent or any Lender a security interest in any assets of the Company or any Subsidiary Guarantor.

(b) The Noteholders shall have the right without the consent of the Administrative Agent in each instance to enter into any amendment, deferral, extension, modification, increase, renewal, replacement, consolidation, supplement or waiver (collectively, a "NOTE MODIFICATION") of the Note or the Note Purchase Agreement provided that no such Note Modification shall, without the prior written consent of the Administrative Agent, grant to the Noteholders a security interest in any assets of the Company or any Subsidiary Guarantor.

Section 6. Agreements Among the Creditors.

(a) Independent Actions by Creditors. Nothing contained in this Agreement shall prohibit any Creditor from accelerating the maturity of, or demanding payment from a Subsidiary Guarantor on, any Subject Obligation of the Company to such Creditor or from instituting legal action against the Company or a Subsidiary Guarantor to obtain a judgment or other legal process in respect of such Subject Obligation, but any funds received from a Subsidiary Guarantor in connection with any recovery therefrom shall be subject to the terms of this Agreement.

(b) Relation of Creditors. This Agreement is entered into solely for the purposes set forth herein, and no Creditor assumes any responsibility to any other party hereto to advise such other party of information known to such other party regarding the financial condition of the Company or any Subsidiary Guarantor or of any other circumstances bearing upon the risk of nonpayment of the Subject Obligation. Each Creditor specifically acknowledges and agrees that nothing contained in this Agreement is or is intended to be for the benefit of the Company or a Subsidiary Guarantor and nothing contained herein shall limit or in any way modify any of the obligations of the Company or any Subsidiary Guarantor to the Creditors.

(c) Acknowledgment of Guaranties. The Lenders hereby expressly acknowledge the existence of the Note Guarantees and the Noteholders hereby expressly acknowledge the existence of the Loan Guaranties.

(d) Additional Guarantors. Additional Persons may become "Subsidiary Guarantors" hereunder by executing and delivering to a then existing Creditor a guaranty by which such Person has become a guarantor of the Notes or Loan pursuant to the terms of the Loan Agreement or the Note Purchase Agreement. Accordingly, upon the execution and delivery of any such copy of the guaranty by any such Person, such Person shall, thereinafter become a "Subsidiary Guarantor" for all purposes of this Agreement.

(e) Payments on Subordinated Indebtedness. Pursuant to the Note Guaranties and the Loan Guaranties, the Subsidiary Guarantors have agreed that any indebtedness of the Company now or hereafter held by a Subsidiary Guarantor, whether secured or unsecured, and if secured, the security for same, is subordinated to the indebtedness of the Company under or in respect of the Notes and the Loan and under the Note Purchase Agreement or the Loan Agreement from time to time. Notwithstanding

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anything to the contrary set forth in the Note Guaranties or the Loan Guaranties, the Creditors acknowledge and agree that, so long as there is any default or event of default under the Note Purchase Agreement or the Loan Agreement, such indebtedness of the Company to a Subsidiary Guarantor shall be collected, enforced, and received by such Subsidiary Guarantor as trustee for the Creditors and shall be paid over by such Subsidiary Guarantor to any Creditor. In the event any Creditor receives any payment from a Subsidiary Guarantor pursuant to the preceding sentence, then such payment shall be shared by the Creditors pursuant to the terms of Section 4 hereof, whether or not an Enforcement Action has been commenced by any Creditor.

Section 7. Obligations Hereunder Not Affected.

(a) All rights, interests, agreements and obligations of the Administrative Agent, the Lenders and the Noteholders under this Agreement shall remain in full force and effect irrespective any lack of validity or enforceability of the Loan Agreement, the Note Purchase Agreement, the Notes, any Subsidiary Guaranty or any other agreement or instrument relating thereto.

(b) This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of all or any portion of the Loan or the Notes is rescinded or must otherwise be returned by the Lenders or the Noteholders upon the insolvency, bankruptcy or reorganization of the Company or any Subsidiary Guarantor or otherwise, all as though such payment had not been made.

Section 8. Estoppel.

(a) Each Noteholder shall, within ten (10) business days following a request from the Administrative Agent, provide the Administrative Agent with a written statement setting forth the then current outstanding principal balance of the its Note, the aggregate accrued and unpaid interest in respect of its Note, and stating whether to such Noteholder's knowledge any default or event of default exists under the its Note or the Note Purchase Agreement.

(b) The Administrative Agent shall, within ten (10) business days following a request from the Noteholders, provide the Noteholders with a written statement setting forth the then current outstanding principal balance of the Loan, the aggregate accrued and unpaid interest under the Loan, and stating whether to the Administrative Agent's knowledge any default or event of default exists under the Loan or the Loan Agreement.

Section 9. Miscellaneous.

(a) Entire Agreement. This Agreement represents the entire Agreement among the Creditors and, except as otherwise provided, this Agreement may not be altered, amended or modified except in a writing executed by all the parties to this Agreement.

(b) Notices. Notices hereunder shall be given to the Creditors at their addresses as set forth in the Note Purchase Agreement or the Loan Agreement, as the case may be, or at such other address as may be designated by each in a written notice to the other parties hereto.

(c) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the Creditors and their respective successors and assigns, whether so expressed or not, and, in particular, shall inure to the benefit of and be enforceable by any future holder or holders of any Subject Obligations, and the term "Creditor" shall include any such subsequent holder of Subject Obligations, wherever the context permits. Without limiting the foregoing, the rights and obligations of any Lender or Noteholder under this Agreement shall be assigned automatically, without the need for the execution of any document or any other action, to, and the term "Lender" or "Noteholder" as used in this Agreement shall include, any assignee, transferee or successor of such Lender under the Loan Agreement (or a lending institution which becomes a party to the Loan Agreement) or such Noteholder under the Note Purchase Agreement, as the case may be, and any such assignee, transferee or successor shall automatically become a party to this Agreement. If required by any party to this Agreement, such assignee, transferee or successor shall execute and deliver to the other parties to this Agreement a written confirmation of its assumption of the obligations of the assignor, transferor or predecessor hereunder.

(d) Consents, Amendment, Waivers. All amendments, waivers or consents of any provision of this Agreement shall be effective only if the same shall be in writing and signed by all of the Creditors.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(f) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

(g) Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

(h) Expenses. In the event of any litigation to enforce this Agreement, the prevailing party shall, if not reimbursed by the Company, be entitled to its reasonable attorney's fees (including the allocated costs of in-house counsel).

(i) Term of Agreement. This Agreement shall terminate when all Subject Obligations are paid in full and such payments are not subject to any possibility of revocation or rescission or until all of the parties hereto mutually agree in a writing to terminate this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first above written.

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

By: Prudential Investment Management, Inc., as
investment manager

By
Name:
Title: Vice President

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By
Name:
Title: Vice President

MTL INSURANCE COMPANY

By: Prudential Private Placement Investors, L.P.
(as Investment Advisor)

By: Prudential Private Placement Investors, Inc.
(as its General Partner)

By
Name:
Title: Vice President

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

By:
Name:
Title: Vice President

AMERICAN INVESTORS LIFE INSURANCE COMPANY

By: AmerUs Capital Management Group, Inc., its
authorized attorney-in-fact

By:
Name:
Title:

AMERUS LIFE INSURANCE COMPANY

By: AmerUs Capital Management Group, Inc., its
authorized attorney-in-fact

By
Name:
Title:

LASALLE BANK NATIONAL ASSOCIATION, as Administrative Agent under the Loan Agreement

By:
Name: Tom Harmon Title: Senior Vice President

SOUTHWEST BANK OF ST. LOUIS, as a Lender under the Loan Agreement

By:
Name:
Title:

NATIONAL CITY BANK OF THE MIDWEST, as a Lender under the Loan Agreement

By:
Name:
Title:

FIFTH THIRD BANK, as a Lender under the Loan Agreement

By:
Name:
Title:

MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH
BUSINESS FINANCIAL SERVICES INC., as a Lender under the Loan Agreement

By:
Name:
Title:

FIRST BANK, as a Lender under the Loan Agreement

By:

Name:
Title:

The undersigned hereby acknowledge and agree to the foregoing Agreement:

TALX CORPORATION, a Missouri corporation, PERFORMANCE ASSESSMENT NETWORK, a Delaware corporation, as a Subsidiary Guarantor, TALX UCM SERVICES, INC., a Missouri corporation, as a Subsidiary Guarantor, TALX FASTIME SERVICES, INC., a Texas corporation, as a Subsidiary Guarantor, TALX EMPLOYER SERVICES, LLC, a Missouri Limited Liability company, as a Subsidiary Guarantor, UI ADVANTAGE, INC., a Maryland corporation, as a Subsidiary Guarantor, TBT ENTERPRISES, INCORPORATED, a Maryland corporation, as a Subsidiary Guarantor, NET PROFIT, INC., a South Carolina corporation, as a Subsidiary Guarantor, TALX TAX INCENTIVE SERVICES, LLC, a Missouri limited liability company, as a Subsidiary Guarantor, JON-JAY ASSOCIATES, INC., a Massachusetts corporation, as a Subsidiary Guarantor, TALX TAX CREDITS AND INCENTIVES, LLC, a Missouri limited liability company, as a Subsidiary Guarantor, MANAGEMENT INSIGHT INCENTIVES, LLC, a Missouri limited liability company, as a Subsidiary Guarantor, and UNEMPLOYMENT SERVICES, LLC, a Missouri limited liability company, as a Subsidiary Guarantor

By: _____
Name: L. Keith Graves
Title: Chief Financial Officer

EXHIBIT 4.2

TALX CORPORATION

AMENDMENT AGREEMENT
DATED AS OF MAY 15, 2007

TO

Re: the Note Purchase Agreement dated as of May 25, 2006

TABLE OF CONTENTS

AMENDMENT TO NOTE AGREEMENT

THIS AMENDMENT dated as of May 15, 2007 (the or this *"Amendment"*) to the Note Agreement dated as of May 25, 2006 is between TALX CORPORATION, a Missouri corporation, formerly known as Chipper Corporation, as successor by merger to TALX Corporation, a Missouri corporation (in such capacity as successor, the *"Company"*), and each of the institutions which is a signatory to this Amendment (collectively, the *"Noteholders"*).

RECITALS:

A. TALX Corporation, the predecessor to the Company (the *"Predecessor"*), and each of the Noteholders have heretofore entered into the Note Purchase Agreement dated as of May 25, 2006 (the *"Note Agreement"*). The Predecessor has heretofore issued the $75,000,000 7.34% Senior Guaranteed Notes Due May 25, 2014 (the *"Notes"*) dated May 25, 2006, pursuant to the Note Agreement. Pursuant to that certain Assumption Agreement dated as of May 15, 2007, the Company has assumed the obligations of the Predecessor under the Note Agreement and the Notes. The Noteholders are the holders of all of the outstanding principal amount of the Notes.

B. The Company and the Noteholders now desire to amend the Note Agreement as of May 15, 2007 (the *"Effective Date"*) in the respects, but only in the respects, hereinafter set forth.

C. Capitalized terms used herein shall have the respective meanings ascribed thereto in the Note Agreement unless herein defined or the context shall otherwise require.

D. All requirements of law have been fully complied with and all other acts and things necessary to make this Amendment a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, upon the full and complete satisfaction of the conditions precedent to the effectiveness of this Amendment set forth in Section 2 hereof, and in consideration of good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Company and the Noteholders do hereby agree as follows:

SECTION 1. AMENDMENTS.

Section 1.1. The lead-in to Section 7 and Sections 7.1 and 7.3 of the Note Agreement are hereby amended by replacing all references to "Company," set forth therein with "Parent" except that the reference in Section 7.1(d) to "Company" is hereby amended to read "Parent or the Company." Notwithstanding anything to the contrary in Section 7.3 of the Note Agreement or elsewhere in any of the Financing Agreements, no holder of Notes or representative thereof shall at any time have any right to inspect or make or receive copies of any customer data files or any other customer credit information or files owned or maintained by the Parent or any of its Subsidiaries.

Section 1.2. Section 7.2 of the Note Agreement is hereby amended to read in its entirety as follows:

Section 7.2. Officer's Certificate. Each set of financial statements delivered to a holder of Notes pursuant to Section 7.1(a) or Section 7.1(b) shall be accompanied by a certificate of a Senior Financial Officer setting forth (which, in the case of Electronic Delivery of any such financial statements, shall be by separate substantially concurrent delivery of such certificate to each holder of Notes):

(a) *Covenant Compliance* — the information (including detailed calculations) required in order to establish whether the Parent and the Company were in compliance with the requirements of Section 10.1 through Section 10.8, inclusive, during the quarterly or annual period covered by the statements then being furnished (including with respect to each such Section, where applicable, the calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Section, and the calculation of the amount, ratio or percentage then in existence); and

(b) *Event of Default* — a statement that such Senior Financial Officer has reviewed (or caused a Responsible Officer to review) the relevant terms hereof and has made, or caused to be made, under his or her supervision, a review of the transactions and conditions of the Parent and its Subsidiaries

from the beginning of the quarterly or annual period covered by the statements then being furnished to the date of the certificate and that such review shall not have disclosed the existence during such period of any condition or event that constitutes a Default or an Event of Default or, if any such condition or event existed or exists (including, without limitation, any such event or condition resulting from the failure of the Parent or any Subsidiary to comply with any Environmental Law), specifying the nature and period of existence thereof and what action the Parent or the Company shall have taken or proposes to take with respect thereto.

Section 1.3. Section 8.8 of the Note Agreement is hereby amended by deleting such section in its entirety.

Section 1.4. Sections 9.1 through 9.4, 9.6 and 9.8 of the Note Agreement are hereby amended by replacing all references to "Company" set forth therein with "Parent."

Section 1.5. Section 9.5 of the Note Agreement is hereby amended to read in its entirety as follows:

Section 9.5. Limited Liability Company and Corporation Existence, Etc. Subject to Sections 10.4 and 10.5, each of the Parent and the Company will at all times

preserve and keep in full force and effect its corporate existence. Subject to Sections 10.4 and 10.5, the Parent will at all times preserve and keep in full force and effect the limited liability company, corporate or other applicable existence of each of its Subsidiaries (unless merged or consolidated into or with, or substantially all of its assets are transferred to, the Parent or a Wholly Owned Subsidiary) and all rights and franchises of the Parent and its Wholly Owned Subsidiaries unless, in the good faith judgment of the Parent, the termination of or failure to preserve and keep in full force and effect such limited liability company, corporate or other applicable existence, right or franchise could not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect. The Company will, at all times be a Wholly-Owned Subsidiary of the Parent.

Section 1.6. Section 9.7 of the Note Agreement is hereby amended to read in its entirety as follows:

Section 9.7. Additional Subsidiary Guarantors. The Parent hereby covenants and agrees that, if any U.S. Subsidiary which is not a Subsidiary Guarantor (i) guarantees the Parent's obligations under the Bank Credit Agreement, (ii) directly or indirectly becomes an obligor under the Bank Credit Agreement or (iii) directly or indirectly guarantees any Indebtedness or other obligations of the Parent, it will cause such U.S. Subsidiary to, concurrently therewith, (a) enter into a joinder agreement substantially in the form of Annex I to the Subsidiary Guarantee Agreement or otherwise deliver another Subsidiary Guarantee Agreement reasonably acceptable to the Required Holders, in each case, for the benefit of the holders of the Notes, (b) deliver a favorable legal opinion of nationally recognized independent counsel, or other independent counsel reasonably satisfactory to the Required Holders, as to the good standing, due authorization, execution, delivery, validity and enforceability thereof, and that the Subsidiary Guarantee Agreement does not violate or conflict with any law, agreement or governing document relating to such Subsidiary and such other opinions as are reasonably requested by the Required Holders and their counsel and (c) deliver appropriate limited liability company or corporate resolutions and other limited liability company or corporate documentation in form and substance reasonably satisfactory to the Required Holders and their counsel.

Section 1.7. Section 10 of the Note Agreement is hereby amended by deleting Sections 10.1 through 10.9 and inserting the following in their place:

Section 10.1 Maximum Leverage Ratio. As of the end of each fiscal quarter, commencing with the*end* of the first fiscal quarter ending after the Closing Date, the Parent will not permit the Leverage Ratio to be greater than 3.50 to 1.00.

Section 10.2 Limitations on Liens. The Parent will not, nor will it permit any of its Subsidiaries to, create, incur, assume or suffer to exist any Lien on, or with respect to, any of its assets or properties (including without limitation shares of Capital Stock or other ownership interests owned by it), real or personal, whether now owned or hereafter acquired, except

(a) Liens existing on the Amendment Effective Date and set forth on Schedule 10.2 to the Amendment Agreement;

(b) Liens for taxes, assessments and other governmental charges or levies not yet due or as to which the period of grace, if any, related thereto has not expired or which are being contested in good *faith* and by appropriate proceedings if adequate reserves are maintained to the extent required by GAAP;

(c) Liens of materialmen, mechanics, carriers, warehousemen, processors or landlords for labor, materials, supplies or rentals and other similar Liens imposed by law so long as such Liens secure claims incurred in the ordinary course of business, (i) which are not overdue for a period of more than thirty (30) days or (ii) which are being contested in good faith and by appropriate proceedings if adequate reserves are maintained to the extent required by GAAP;

(d) Liens consisting of deposits or pledges made in the ordinary course of business (i) in connection with, or to secure payment of, obligations under workers' compensation, unemployment insurance or similar legislation or obligations under customer service contracts or (ii) to secure the performance of letters of credit, bids, tenders, sales, contracts, leases, statutory obligations, surety, appeal and performance bonds and other similar obligations incurred in the ordinary course of business, in each case not incurred in connection with the borrowing of money or the payment of the deferred purchase price of property;

(e) Liens constituting encumbrances in the nature of zoning restrictions, easements and rights or restrictions of record on the use of real property, which in the aggregate are not substantial in amount and which do not, in any case, materially detract from the value of any material parcel of real property or impair the use thereof in the ordinary conduct of business;

(f) Liens in favor of the holders of the Notes;

(g) Liens on the property or assets of any Subsidiary existing at the time such Subsidiary becomes a Subsidiary of the Parent and not incurred in contemplation thereof, as long as the outstanding principal amount of the Debt secured thereby is not voluntarily increased by such Subsidiary after the date such Subsidiary becomes a Subsidiary of the Parent;

(h) Liens on the property or assets of the Parent or any Subsidiary securing Debt which is incurred to finance or refinance the acquisition of such property or assets, *provided* that (i) each such Lien shall be created substantially simultaneously with the acquisition of the related property or assets; (ii) each such Lien does not at any time encumber any property other than the related property or assets financed by such Debt and the proceeds thereof; (iii) the principal amount of

Debt secured by each such Lien is not increased; and (iv) the principal amount of Debt secured by each such Lien (together

with any accrued interest thereon and closing costs relating thereto) shall at no time exceed 100% of the original purchase price of such related property or assets at the time acquired;

(i) Liens consisting of judgment or judicial attachment Liens, *provided* that (i) the claims giving rise to such Liens are being diligently contested in good faith by appropriate proceedings, (ii) adequate reserves for the obligations secured by such Liens have been established and (iii) enforcement of such Liens has been stayed;

(j) Liens (if any) against the Parent or any Consolidated Subsidiary which is created solely to evidence (i) the transfer of any receivables and related property by the Parent and certain of its Subsidiaries as originators under any Permitted Securitization Transaction to another direct or indirect Subsidiary of the Parent, as purchaser, pursuant to any Permitted Securitization Transaction, (ii) the transfer of any receivables and related property from the purchaser referred to in the immediately preceding clause (i) to any Permitted Securitization Subsidiary pursuant to any Permitted Securitization Transaction, and (iii) any back-up Lien granted by the purchaser referred to in the immediately preceding clause (i) and the Permitted Securitization Subsidiary, in each case solely in any receivables and related property being transferred pursuant to the Permitted Securitization Transaction;

(k) any Lien against a Permitted Securitization Subsidiary pursuant to any Permitted Securitization Transaction;

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

(m) 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 (together with any accrued interest thereon and closing costs relating thereto) secured by any such Lien is not increased;

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

(o) Liens securing Debt owing by any Subsidiary to the Parent or another Wholly-Owned Subsidiary;

(p) 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;

(q) rights reserved to or invested in any municipality or governmental, statutory or public authority to control or regulate any property of the Parent or any Subsidiary, as the case may be, or to use such property in a manner which does not materially impair the use of such property for the purposes of which it is held by the Parent or any Subsidiary, as the case may be; and

(r) Liens not otherwise permitted by this Section 10.2 securing Debt or other obligations in an aggregate principal amount at any time outstanding that does not exceed 20% of Consolidated Net Tangible Assets, measured as of the date of the incurrence of such Debt or obligation.

Section 10.3 Limitations on Subsidiary Debt. The Parent will not permit any Subsidiary of the Parent to contract, create, incur, assume or permit to exist any Debt, except

(a) Debt arising under this Agreement and the Subsidiary Guarantee Agreement;

(b) Debt existing as of the Amendment Effective Date as referenced on Schedule 10.3(b) to the Amendment Agreement (and renewals, refinancings or extensions thereof on terms and conditions no less favorable in any material respect to such Person than such existing Debt and in a principal amount not in excess of that outstanding as of the date of such renewal, refinancing or extension);

(c) Capital Lease Obligations and Debt incurred, in each case, to provide all or a portion of the purchase price or costs of construction of an asset or, in the case of a Sale and Leaseback Transaction, to finance the value of such asset owned by the Parent or any of its Subsidiaries, *provided* that (i) such Debt when incurred shall not exceed the purchase price or cost of construction of such asset or, in the case of a Sale and Leaseback Transaction, the fair market value of such asset and any transaction costs directly related thereto, (ii) no such Debt shall be refinanced for a principal amount in excess of the principal balance outstanding thereon (together with any accrued interest thereon and closing costs relating thereto) at the time of such refinancing, and (iii) the aggregate principal amount of all such Debt shall not exceed $200,000,000 at any time outstanding;

(d) intercompany Debt owed by any Subsidiary of the Parent to the Parent or any other Subsidiary of the Parent;

(e) Debt owing under Hedging Agreements relating to the Bank Credit Agreement and other Hedging Agreements entered into in order to manage existing or anticipated interest rate, exchange rate or commodity price risks and not for speculative purposes;

(f) Debt in connection with any Permitted Securitization Transaction;

(g) Debt of the types described in clause (j) of the definition of Debt which is incurred in the ordinary course of business in connection with (i) the sale or purchase of goods, or (ii) to assure performance by the Parent or any of its Subsidiaries of their respective service contracts, operating leases, obligations to a utility or a governmental entity, or worker's compensation obligations;

(h) Support Obligations of Debt of the Parent or Debt otherwise permitted under this Section 10.3;

(i) any guaranty from time to time arising by virtue of a Subsidiary of Parent at any time becoming a "Designated Borrower" under the Bank Credit Agreement, so long as if such Subsidiary would be required to deliver a Subsidiary Guaranty Agreement pursuant to Section 9.7, such Subsidiary Guaranty Agreement has been delivered; and

(j) other Debt of the Subsidiaries at any time outstanding which in the aggregate does not exceed 20% of Consolidated Net Tangible Assets, measured as of the date of the incurrence of such Debt.

Section 10.4 Limitations on Mergers and Liquidation. Parent will not, nor will it permit any of its Subsidiaries to, merge, consolidate or enter into any similar combination with any other Person or liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution), except

(a) The Parent or a Subsidiary may merge with another Person that is not an Obligor or a Subsidiary*provided* that (i) in the case of any merger involving the Parent or a Subsidiary that is organized under the laws of the United States or one of its states, such other Person is organized under the laws of the United States or one of its states, (ii) in the case of any merger involving an Obligor, such Obligor is the corporation surviving such merger (or if such Obligor is the Parent and is not the survivor, the survivor assumes the obligations of Parent under the Parent Guaranty pursuant to an assumption agreement reasonably satisfactory to the Required Holders and after giving effect thereto the corporate debt of such survivor entity has an unsecured non-credit enhanced debt investment grade rating by Moody's and S&P), (iii) in the case of any merger involving a Subsidiary, the survivor is or will become a Subsidiary of the Parent, (iv) immediately prior to and after giving effect to such merger, no Default or Event of Default exists or would exist, (iv) the Board of Directors of such Person has approved such merger and (v) in the case of any Subsidiary of the Parent, such transaction is permitted under Section 10.6;

(b) Any Subsidiary that is not an Obligor may merge into an Obligor or any Wholly-Owned Subsidiary of an Obligor;

(c) Any Subsidiary that is not an Obligor may liquidate, wind-up or dissolve itself into an Obligor or any Wholly-Owned Subsidiary of an Obligor;

(d) Any Obligor may merge with any other Obligor,*provided* that in the case of any merger involving the Company, the Company is the corporation surviving such merger or if the Company is not the survivor, the conditions set forth in clauses (i) and (ii) below are satisfied:

(i) the successor formed by such consolidation or the survivor of such merger with the Company or the Person that acquires by conveyance, transfer or lease all or substantially all of the assets of the Company as an entirety, as the case may be, shall be a solvent corporation or limited liability company organized and existing under the laws of the United States or any State thereof (including the District of Columbia), (A) such corporation or limited liability company shall have executed and delivered to each holder of any Notes its assumption of the due and punctual performance and observance of each covenant and condition of the Financing Agreements to which the Company is a party, (B) such corporation or limited liability company shall have caused to be delivered to each holder of any Notes an opinion of nationally recognized independent counsel, or other independent counsel reasonably satisfactory to the Required Holders, to the effect that all agreements or instruments effecting such assumption are enforceable in accordance with their terms and comply with the terms hereof, and (C) each other Obligor shall have executed and delivered an acknowledgement that the Financing Agreements to which they are a party continue in full force and effect; and

(ii) immediately before and immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing and the Parent would have been in compliance with Section 10.1 as of the end of the most recent fiscal quarter treating such transaction as having been consummated as of the last day of the immediately preceding fiscal quarter; and

(e) Any Obligor (other than the Company or the Parent) may liquidate, wind-up or dissolve itself into any other Obligor.

Section 10.5 Limitation on Asset Dispositions. The Parent will not, nor will it permit any of its Subsidiaries to, make any Asset Disposition (including, without limitation, in connection with any Sale and Leaseback Transaction), in one transaction or a series of transactions, unless (a) no Default or Event of Default shall exist on the date of, or shall result from, any such transaction (including after giving effect to such transaction on a pro forma basis); and (b) the assets so disposed of or transferred in connection with all such Asset Dispositions in any Fiscal Year did not contribute, in the aggregate, more than 20% of Consolidated Operating Profit for the immediately preceding Fiscal Year.

Section 10.6 Limitations on Acquisitions. Other than transactions permitted under Section 10.7, the Parent will not, nor will it permit any of its Subsidiaries to, acquire all or any portion of the Capital Stock or *other* ownership interest in any Person which is not a Subsidiary or all or any substantial portion of the assets, property and/or operations of a Person which is not a Subsidiary, unless (a) the Person, assets, property and/or operations being acquired operate in substantially the same or a similar line of business as any line of business engaged in by the Parent or any of its Subsidiaries on the Amendment Effective Date or a business reasonably related thereto, including ancillary or complementary businesses; (b) in the case of an acquisition of Capital Stock or other ownership interest of a Person, the Board of Directors of the Person which is the subject of such acquisition shall have approved the acquisition; (c) no Default or Event of Default shall exist on the date of, or shall result from, any such acquisition (including after giving effect to such transaction on a pro forma basis); and (d) in the case of the acquisition of all or any portion of the Capital Stock or other ownership interest in any Person, such Person so acquired will be Consolidated with the Parent in its financial statements upon the consummation of such acquisition.

Section 10.7 Limitation on Restricted Investments. The Parent will not, nor will it permit any of its Subsidiaries to, make any Restricted Investment unless, after giving effect thereto, the aggregate amount of all such Restricted Investments outstanding at any time does not exceed 20% of the Consolidated Total Assets, measured as of the date of the making of such Restricted Investment; *provided* that (i) the foregoing shall be tested as at the end of each fiscal quarter, and (ii) no Default or Event of Default shall have occurred and be continuing both before and after giving effect to any such Restricted Investment.

Section 10.8 Limitation on Restricted Payments. The Parent will not, 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.

Section 10.9 Limitation on Transactions with Affiliates. Neither the Parent nor any of its Consolidated Subsidiaries shall enter into, or be a party to, any transaction with any Affiliate of the Parent or any such Subsidiary (which Affiliate is not an Obligor or a Subsidiary), except pursuant to the reasonable requirements of its business and upon fair and reasonable terms that are no less favorable to the Parent or such Subsidiary than would be obtained in a comparable arm's length

transaction with a Person which is not an Affiliate.

Section 10.10 Limitation on Certain Accounting Changes. No Obligor will (a) change its Fiscal Year end in order to avoid a Default or an Event of Default or if a Material Adverse Effect would result therefrom or (b) make any material change in its accounting treatment and reporting practices except as required by GAAP. Notwithstanding the foregoing, on or before the ninetieth (90th) day after the Amendment

Effective Date, the Company and its Subsidiaries shall change their Fiscal Year to end on December 31.

Section 10.11 Limitation of Restricting Subsidiary Dividends and Distributions. The Parent will not permit any Subsidiary to agree to, incur, assume or suffer to exist any restriction, limitation or other encumbrance (by covenant or otherwise) on the ability of such Subsidiary to make any payment to the Parent or any of its Subsidiaries (in the form of dividends, intercompany advances or otherwise) or to transfer any of its properties or assets to the Parent or any of its Subsidiaries, except

(a) Restrictions and limitations applicable to a Subsidiary existing at the time such Subsidiary becomes a Subsidiary of the Parent and not incurred in contemplation thereof, as long as no such restriction or limitation is made more restrictive after the date such Subsidiary becomes a Subsidiary of the Parent;

(b) Restrictions and limitations imposed on any Permitted Securitization Subsidiary in connection with a Permitted Securitization Transaction;

(c) Restrictions and limitations existing pursuant to this Agreement;

(d) Restrictions and limitations existing pursuant to the Bank Credit Agreement; and

(e) Other restrictions and limitations that are not Material either individually or in the aggregate.

Section 10.12 Hedging Agreements. The Parent will not, and will not permit any of the Subsidiaries to, enter into any Hedging Agreement, other than non-speculative Hedging Agreements entered into in the ordinary course of business in order to manage existing or anticipated interest rate, foreign exchange rate or commodity price risks.

Section 1.8. Sections 10.10 and 10.11 of the Note Agreement are hereby amended by renumbering such Sections 10.13 and 10.14, respectively.

Section 1.9. Section 11 of the Note Agreement is hereby amended as follows:

(1) Sections 11(c) and 11(d) are hereby amended to read in their entirety as follows:

(c) the Company or the Parent defaults in the performance of or compliance with any term contained in Section 7.1(d) or Sections 10.1 through 10.12; or

(d) (i) the Company or the Parent defaults in the performance of or compliance with any term contained herein (other than those referred to in Sections 11(a), (b) and (c)), or (ii) any Obligor defaults in the performance of or compliance with any term contained in the Financing Agreements (other than this Agreement), and in each case, such default is not remedied within 30 days after the earlier of (i) a Responsible Officer obtaining actual knowledge of such default and (ii) any Obligor receiving written notice of such default from any holder of a Note (any such written notice to be identified as a "notice of default" and to refer specifically to this Section 11(d)); or

(2) In Sections 11(f), (g), (h) and (i) all references to "Company" therein are hereby amended to read "Parent," and

(3) Section 11(k) is hereby amended as follows: after the words "Subsidiary Guarantee Agreement" the words "or the Parent Guaranty" are inserted.

Section 1.10. Section 17.1 of the Note Agreement is hereby amended by replacing the "or" with "," between "6" and "21" in clause (a) and adding after "21" "or 23" in clause (a).

Section 1.11. Section 20 of the Note Agreement is hereby amended to read in its entirety as follows:

Section 20. Confidential Information. For the purposes of this Section 20, "Confidential Information" means information delivered to any Purchaser by or on behalf of the Parent, the Company or any Subsidiary in connection with the transactions contemplated by or otherwise pursuant to this Agreement that is proprietary in nature and that was clearly marked or labeled or otherwise adequately identified when received by such Purchaser as being confidential information of the Parent, any of the Parent's Subsidiaries, the Company or its Subsidiaries, provided that such term does not include information that (a) was publicly known or otherwise known to such Purchaser prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by such Purchaser or any person acting on such Purchaser's behalf, (c) otherwise becomes known to such Purchaser other than through disclosure by the Parent or its Subsidiaries, the Company or its Subsidiaries or by any Person known by you to be acting in breach of any duty of confidentiality owed to the Parent or its Subsidiaries or the Company or its Subsidiaries or (d) constitutes financial statements delivered to such Purchaser under Section 7.1 that are otherwise publicly available. Each Purchaser will maintain the confidentiality of such Confidential Information in accordance with procedures adopted by such Purchaser in good faith to protect confidential information of third parties delivered to such Purchaser, *provided* that such Purchaser may deliver or disclose Confidential Information to (i) its directors, trustees, officers, employees, agents, attorneys and affiliates (to the extent such disclosure reasonably relates to the administration of the investment represented by its Notes), (ii) its financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Section 20,

(iii) any other holder of any Note, (iv) any Institutional Investor to which it sells or offers to sell such Note or any part thereof or any participation therein (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 20), (v) any Person from which it offers to purchase any security of the Company (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 20), (vi) any federal or state regulatory authority having jurisdiction over such Purchaser provided you advise such authority of the confidential nature of such information, (vii) the NAIC or the SVO or, in each case, any similar organization, or any nationally recognized rating agency that requires access to information about such Purchaser's investment portfolio provided you advise such authority of the confidential nature of such information, or (viii) any other Person to which such delivery or disclosure may be necessary or appropriate provided you advise such Person of the confidential nature of such information, (w) to effect compliance with any law, rule, regulation or order applicable to such Purchaser, (x) in response to any subpoena or other legal process, (y) in connection with any litigation to which such Purchaser is a party or (z) if an Event of Default has occurred and is continuing, to the extent such Purchaser may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under such Purchaser's Notes, this Agreement, the Parent Guaranty and the other Financing Agreements. If you or any other receiving party becomes legally required to disclose any confidential information by order, request or demand as provided in this paragraph or otherwise, you or the other receiving party shall provide the Parent (at its address as provided in the Parent Guaranty) and the Company with prior prompt written notice of such disclosure requirement, to the extent permitted by applicable law, so that the Parent and/or the Company may seek a protective order or other appropriate remedy and/or waive compliance with respect to that disclosure and shall cooperate in connection with such effort. Each holder of a Note, by its acceptance of a Note, will be deemed to have agreed to be bound by and to be entitled to the benefits of this Section 20 as though it were a party to this Agreement. On reasonable request by the Parent or the Company in connection with the delivery to any holder of a Note of information required to be delivered to such holder under this Agreement or requested by such holder (other than a holder that is a party to this Agreement or its nominee), such holder will enter into an agreement with the Company embodying the provisions of this Section 20. You agree that for purposes of Regulation FD of the SEC, the provisions of Section 20 shall constitute a confidentiality agreement within the meaning of Rule 100(b)(2) of Regulation FD. The Noteholders agree that this provision is for the benefit of the Parent and its Subsidiaries and the Company and its Subsidiaries."

Section 1.12. The Note Agreement is hereby amended by inserting the following new Section 23.

Section 23.1. Guaranty of Payment. Subject to Section 23.7 below, the Parent hereby unconditionally guarantees to each holder of Notes from time to time the prompt payment of the Guaranteed Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise). This guaranty is a guaranty of

payment and not solely of collection and is a continuing guaranty and shall apply to all Guaranteed Obligations whenever arising.

Section 23.2. Obligations Unconditional; Waivers. The obligations of the Parent hereunder are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of this Agreement, or any other agreement or instrument referred to herein, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor. The Parent agrees that this guaranty may be enforced by the holders of the Notes without the necessity at any time of resorting to or exhausting any security or collateral and without the necessity at any time of having recourse of the Notes, this Agreement or any other Financing Agreement or any collateral, if any, hereafter securing the Guaranteed Obligations or otherwise and the Parent hereby waives the right to require the holders of the Notes to proceed against any other Obligor or any other Person (including a co-guarantor) or to require the holders of the Notes to pursue any other remedy or enforce any other right. In this connection, the Parent hereby waives the right of the Parent to require any holder of the Guaranteed Obligations to take action against any Obligor as provided in Official Code of Georgia Annotated §10-7-24 or any similar laws. The Parent further agrees that it shall have no right of subrogation, indemnity, reimbursement or contribution against any Obligor or any other guarantor of the Guaranteed Obligations for amounts paid under this guaranty until such time as the holders of the Notes have been irrevocably paid in full and no Person or Governmental Authority shall have any right to request any return or reimbursement of funds from the holders of the Notes in connection with monies received under this Agreement. The Parent further agrees that nothing contained herein shall prevent the holders of the Notes from suing on the Notes, this Agreement or any other Financing Agreement or foreclosing its security interest in or Lien on any collateral, if any, securing the Guaranteed Obligations or from exercising any other rights available to it under this Agreement, the Notes, or any other instrument of security, if any, and the exercise of any of the aforesaid rights and the completion of any foreclosure proceedings shall not constitute a discharge of any of the Parent's obligations hereunder; it being the purpose and intent of the Parent that its obligations hereunder shall be absolute, independent and unconditional under any and all circumstances. Neither the Parent's obligations under this guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed or released in any manner whatsoever by an impairment, modification, change, release or limitation of the liability of an Obligor or by reason of the bankruptcy or insolvency of such Obligor. The Parent waives any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance of by the holders of the Notes upon this guaranty or acceptance of this guaranty. The Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon this guaranty. All dealings between the Obligors and the Parent, on the one hand, and the holders of the Notes, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon this guaranty.

Section 23.3 Modifications. The Parent agrees that (a) all or any part of the security which hereafter may be held for the Guaranteed Obligations, if any, may be exchanged, compromised or surrendered from time to time; (b) the holders of the Notes shall not have any obligation to protect, perfect, secure or insure any such security interests, liens or encumbrances which hereafter may be held, if any, for the Guaranteed Obligations or the properties subject thereto; (c) the time or place of payment of the Guaranteed Obligations may be changed or extended, in whole or in part, to a time certain or otherwise, and may be renewed or accelerated, in whole or in part; (d) an Obligor and any other party liable for payment under this Agreement may be granted indulgences generally; (e) any of the provisions of the Notes, this Agreement or any other Financing Agreement may be modified, amended or waived; (f) any party (including any co-guarantor) liable for the payment thereof may be granted indulgences or be released; and (g) any deposit balance for the credit of an Obligor or any other party liable for the payment of the Guaranteed Obligations or liable upon any security therefor may be released, in whole or in part, at, before or after the stated, extended or accelerated maturity of the Guaranteed Obligations, all without notice to or further assent by the Parent in its capacity as a guarantor under this Section 23, which shall remain bound thereon, notwithstanding any such exchange, compromise, surrender, extension, renewal, acceleration, modification, indulgence or release.

Section 23.4. Additional Waiver of Rights. The Parent expressly waives to the fullest extent permitted by applicable law: (a) notice of acceptance of this guaranty by the holders of the Notes; (b) presentment and demand for payment or performance of any of the Guaranteed Obligations; (c) protest and notice of dishonor or of default (except as specifically required in this Agreement) with respect to the Guaranteed Obligations or with respect to any security therefor; (d) notice of the holders of the Notes obtaining, amending, substituting for, releasing, waiving or modifying any Lien, if any, hereafter securing the Guaranteed Obligations, or the holders of the Notes subordinating, compromising, discharging or releasing such Liens, if any; (e) all other notices to which the Parent might otherwise be entitled in connection with the guaranty evidenced by this Section 23; and (f) demand for payment under this guaranty. Furthermore, the Parent, to the fullest extent permitted by law, hereby waives any other act or thing, or omission or delay to do any other act or thing, which in any manner or to any extent might vary the risk of the Parent with respect to the Guaranteed Obligations or which otherwise might operate to discharge the Parent from its obligations in respect of the Guaranteed Obligations.

Section 23.5. Reinstatement. The obligations of the Parent under this Section 23 shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Person in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and the Parent agrees that it will indemnify each holders of the Notes on demand for all reasonable costs and expenses (including, without limitation, reasonable fees and expenses of counsel) incurred by such holders of the Notes in connection with such rescission or restoration,

including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

Section 23.6. Remedies. The Parent agrees that, as between the Parent, on the one hand, and the holders of the Notes, on the other hand, the Guaranteed Obligations may be declared to be forthwith due and payable as provided in Section 11 (and shall be deemed to have become automatically due and payable in the circumstances provided in Section 11) notwithstanding any stay, injunction or other prohibition preventing such declaration (or preventing such Guaranteed Obligations from becoming automatically due and payable) as against any other Person and that, in the event of such declaration (or such Guaranteed Obligations being deemed to have become automatically due and payable), such Guaranteed Obligations (whether or not due and payable by any other Person) shall forthwith become due and payable by the Parent.

Section 23.7. Limitation of Guaranty. Notwithstanding any provision to the contrary contained herein, to the extent the obligations of the Parent shall be adjudicated to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state or federal law relating to fraudulent conveyances or transfers) then the obligations of the Parent hereunder shall be limited to the maximum amount that is permissible under applicable law (whether federal or state and including, without limitation, the Federal Bankruptcy Code (as now or hereinafter in effect)).

Section 1.13. Exhibit B to the Note Agreement is hereby amended as follows:

(1) the following existing definitions are amended and restated in their entirety to read as follows:

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly through one or more intermediaries (a) controls, or is controlled by, or is under common control with, such first Person or any of its Subsidiaries or (b) owns or holds ten percent (10%) or more of the Capital Stock in such first Person or any of its Subsidiaries. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Bank Credit Agreement" means that certain Amended and Restated Credit Agreement dated as of July 24, 2006 among the Parent, Equifax PLC, certain other Subsidiaries of the Parent from time to time party thereto certain banks and other financial institutions party thereto, and SunTrust Bank, as Administrative Agent, as amended, restated, supplemented, modified, refinanced or replaced from time to time.

"Change of Control" means any of the following events or circumstances:

(i) if any person (as such term is used in Section 13(d) and Section 14(d)(2) of the Exchange Act as in effect on the date of the Closing) or related persons constituting a group (as such term is used in Rule 13d-5 under the Exchange Act), become the "beneficial owners" (as such term is used in Rule 13d-3 under the Exchange Act as in effect on the date of the Closing), directly or indirectly, of more than 50% of the total voting power of all classes then outstanding of the Parent's voting stock, or

(ii) the acquisition after the date of the Closing by any person (as such term is used in Section 13(d) and Section 14(d)(2) of the Exchange Act as in effect on the date of the Closing) or related persons constituting a group (as such term is used in Rule 13d-5 under the Exchange Act as in effect on the date of the Closing) of (i) the power to elect, appoint or cause the election or appointment of at least a majority of the members of the board of directors of the Parent, through beneficial ownership of the capital stock of the Parent or otherwise, or (ii) all or substantially all of the properties and assets of the Parent.

"Consolidated Interest Expense" means, for any period, as applied to the Parent and its Consolidated Subsidiaries, for any period determined on a consolidated basis in accordance with GAAP, the sum of (i*)* total interest expense, including without limitation the interest component of any payments in respect of capital leases capitalized or expensed during such period (whether or not actually paid during such period) *plus* (ii) the net amount payable (or *minus* the net amount receivable) under Hedging Agreements during such period (whether or not actually paid or received during such period), in each case as determined and computed on a Consolidated basis in accordance with GAAP.

"Consolidated Net Income" means, for any period, the net income, after taxes, of the Parent and its Consolidated Subsidiaries for such period as determined and computed on a Consolidated basis in accordance with GAAP.

"Equity Issuance" means any issuance by the Parent or any of its Subsidiaries to any Person other than the Parent or any of its Subsidiaries of (a) shares of its Capital Stock, (b) any shares of its Capital Stock pursuant to the exercise of options or warrants of (c) any shared of its Capital Stock pursuant to the conversion of any debt securities to equity.

"Amendment Agreement" means that certain TALX Corporation Amendment Agreement dated as of May 15, 2007.

"Financing Agreement" means the Notes, this Agreement the Parent Guaranty and any Subsidiary Guarantee Agreement.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset. For the purposes of this Agreement, a Person 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 (excluding, however, any synthetic leases) or other title retention agreement relating to such asset.

"Material" means material in relation to the business, operations, affairs, financial condition, assets or properties of the Parent and its Subsidiaries taken as a whole.

"Material Adverse Effect" means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Parent and its Subsidiaries taken as a whole, or (b) the ability of any Obligor to perform its obligations under the Financing Agreements to which it is a party, or (c) the validity or enforceability of any Financing Agreement.

"Obligors" means the Company, the Parent and the Subsidiary Guarantors.

"Restricted Payment" means (i) any dividend or other payment or distribution, direct or indirect, on account of any shares of any class of Capital Stock of the Parent or any of its Subsidiaries, now or hereafter outstanding (including without limitation any payment in connection with any dissolution, merger, consolidation or disposition involving any of the Parent or any of its Subsidiaries), or to the holders, in their capacity as such, of any shares of any class of Capital Stock of the Parent or any of its Subsidiaries, now or hereafter outstanding (other than dividends or distributions payable in Capital Stock of the applicable Person and dividends or distributions payable (directly or indirectly through Subsidiaries) to the Parent or any Wholly-Owned Subsidiary of the Parent), (ii) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares of any class of Capital Stock of the Parent or any of its Subsidiaries, now or hereafter outstanding (other than such transactions payable (direct or indirect through Subsidiaries) to the Parent or any Wholly-Owned Subsidiary of the Parent) and (iii) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire share of any class of Capital Stock of the Parent or any of its Subsidiaries (other than such payments payable (directly or indirectly through Subsidiaries) to the Parent or any Wholly-Owned Subsidiary of the Parent.

(2) the following definitions are hereby inserted in alphabetical order:

"Amendment Effective Date" means June , 2007.

"Asset Disposition" means the disposition of any or all of the assets (including without limitation the disposition of accounts and notes receivable, the sale of the Capital Stock of a Subsidiary to a Person other than the Parent or a Subsidiary of the Parent and any Equity Issuance of Capital Stock of a Subsidiary to a Person other than the Parent or a Subsidiary of the Parent) of the Parent or any of its Subsidiaries whether by sale, lease, transfer or otherwise. The term "Asset Disposition" shall not include (i) the sale of inventory or Cash Equivalents in the ordinary course of business, (ii) the sale or disposition of fixed assets no longer used or useful in the conduct of such Person's business, (iii) any Equity Issuance of Capital Stock of the Parent, (iv) transfer of assets to the Parent or from a Subsidiary of the Parent to a Wholly-Owned Subsidiary of the Parent, (v) transfers of assets required in connection with any Permitted Securitization Transaction or (vi) transfers of assets which individually account for less than $1,000,000 of the Consolidated Operating Profit for the immediately preceding Fiscal Year.

"Capital Stock" means (i) in the case of a corporation, capital stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (iii) in the case of a partnership, partnership interests (whether general or limited), (iv) in the case of a limited liability company, membership interests and (v) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Cash Equivalent" means (a) securities issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof (*provided* that the full faith and credit of the United States of America is pledged in support thereof) having maturities of not more than twelve months from the date of acquisition, (b) U.S. dollar denominated time and demand deposits and certificates of deposit of (i) any domestic commercial bank having capital and surplus in excess of $500,000,000 or (ii) any bank whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody's is at least P-1 or the equivalent thereof (and such bank an *"Approved Bank"*), in each case with maturities of not more than 270 days from the date of acquisition, (c) commercial paper and variable or fixed rate notes issued by any Approved Bank (or by the parent company thereof) or any variable rate notes issued by, or guaranteed by, and domestic corporation rated A-1 (or the equivalent thereof) or better by S&P or P-1 (or the equivalent thereof) or better by Moody's and maturing within six months of the date of acquisition, (d) repurchase agreements with a bank or trust company or securities dealer having capital and surplus in excess of $500,000,000 for direct obligations issued by or fully guaranteed by the United States of America in which the Parent shall have a perfected first priority security interest (subject to no other Liens) and having, on the date of purchase thereof, a fair market value of a least 100% of the amount of the repurchase obligations and (e) Investments, classified in accordance with GAAP as current assets, in money market investment programs registered under the Investment Company Act of 1940, as amended, which are administered by financial institutions having capital of at least $500,000,000 and the

portfolios of which are limited to Investments of the character described in the foregoing subdivisions (a) through (d).

"Consolidated" means, when used with reference to financial statements or financial statement items of a Person and its Subsidiaries, such statements or items on a consolidated basis in accordance with applicable principles of consolidation under GAAP.

"Consolidated EBITDA" means, for any period, as applied to the Parent and its Consolidated Subsidiaries without duplication, the sum of the amounts for such period of: (a) Consolidated Net Income, plus (b) an amount which, in the determination of Consolidated Net Income has been deducted for (i) Consolidated Interest Expense, (ii) all federal and state income tax expense, (iii) depreciation and amortization expense, and (iv) all other non-cash charges, all of the foregoing as determined and computed on a Consolidated basis in accordance with GAAP; *provided* that for purposes of Consolidated EBITDA of the Parent for any period of four consecutive fiscal quarters (each, a *"Reference Period"*) pursuant to any determination of the Leverage Ratio, (x) the Consolidated EBITDA of (or attributable to) (A) any other Person, (B) all or substantially all of the business or assets of any other Person or (C) operating division or business unit of any other Person, acquired by, or merged into or consolidated with, the Parent or one of its Consolidated Subsidiaries during such Reference Period, in each case under this clause (x), shall be included on a pro forma basis for such Reference Period as if such acquisition, merger or consolidation in connection therewith occurred on the first day of such Reference Period and (y) the Consolidated EBITDA of (or attributable to) (A) any Consolidated Subsidiary whose Capital Stock is sold or otherwise transferred to any Person other than to the Parent or to a Consolidated Subsidiary of the Parent during such Reference Period such that as a result of such sale or transfer such Consolidated Subsidiary ceases to be a Subsidiary of the Parent, (B) assets (whether all or substantially all) of the Parent or any Consolidated Subsidiary sold, leased or otherwise transferred to any Person other than to the Parent or to a Subsidiary of the Parent during such Reference Period or (C) an operating division or business unit of the Parent of any Consolidated Subsidiary sold, leased or otherwise transferred to any Person other than to the Parent or to a Consolidated Subsidiary of the Parent during such Reference Period, in each case under this clause (y), shall be excluded on a pro forma basis for such Reference Period as if the consummation of such sale, lease

or other transfer occurred on the first day of such Reference Period so long as the Consolidated EBITDA of (or attributable to) such Capital Stock, asset, operating division or business unit sold or otherwise transferred, exceeds 5% of Consolidated Operating Profit for the immediately preceding Fiscal Year.

"Consolidated Funded Debt" means, as of any date, without duplication, all Debt of the Parent and its Consolidated Subsidiaries of the type referred to in clauses (a), (b), (f), (g), (h), (i), (j) (but in the case of clause (j), only to the extent of any drawn amount of such letters of credit) and (l) and (m) of the definition of "Debt" set forth in Exhibit B, all of the foregoing as determined and computed on a Consolidated basis in accordance with GAAP. Any Debt described in clauses (l) and (m) of the definition of Debt shall be

included in the calculation of Consolidated Funded Debt even if the applicable Subsidiary (including any Permitted Securitization Subsidiary) is not consolidated under GAAP.

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

(i) All assets which would be treated as intangible assets for balance sheet presentation purposes under GAAP, excluding "Purchase 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;

(ii) To the extent not included in (i) 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

(iii) To the extent not included in (i) of this definition, deferred expenses.

"Consolidated Operating Profit" means, for any period, the Operating Profit of the Parent and its Consolidated Subsidiaries, all of the foregoing as determined and computed on a Consolidated basis in accordance with GAAP.

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

"Consolidated Total Assets" means, as of any date, the assets and properties of the Parent and its Consolidated Subsidiaries, as determined and computed on a Consolidated basis in accordance with GAAP.

"CSC" means Computer Sciences Corporation, a Nevada 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 EIS, the Company, CSC and certain other parties, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

"CSC Put" means the right of certain subsidiaries of CSC under the CSC Agreement to require EIS to purchase their credit reporting businesses within 180 days after notice.

"Debt" of any Person means at any date, without duplication: (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (other than customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business), (d) all obligations of such Person (i) issued or assumed as the deferred purchase price of property or services purchased by such Person (other than trade debt incurred in the ordinary course of business on terms customary in the trade) which would appear as liabilities on a balance sheet of such Person or (ii) arising out of the CSC Put after the receipt by the Parent or any of its Subsidiaries of notice from CSC or any of its Subsidiaries regarding the intent to exercise the CSC Put, (e) all obligations of such Person under take or pay or similar arrangements of under commodities agreements, (f) all Debt of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on, or payable out of the proceeds of production from, property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, *provided* that for purposes hereof the amount of such Debt shall be limited to the greater of (i) the amount of such Debt as to which there is recourse to such Person and (ii) the fair market value of the property which is subject to the Lien, (g) all Support Obligations of such Person with respect to a Debt of another Person, (h) the principal portion of all obligations of such Person under Capital Leases, (i) all net obligations of such Person in respect of Hedging Agreements, (j) the maximum amount of all standby letters of credit issued or bankers' acceptances facilities created for the account of such Person and, without duplication, all drafts drawn thereunder (to the extent unreimbursed or not cash collateralized), (k) all preferred stock issued by such Person and required by the terms thereof to be redeemed, or for which mandatory sinking fund payments are due, by a fixed date, (l) the outstanding attributed principal amount under any asset securitization program of such Person (including without limitation any noted or accounts receivable financing program) and (m) the principal balance outstanding under any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product to which such Person is a party, where such transaction is considered borrowed money indebtedness for tax purposes but is classified as an operating lease in accordance with GAAP. The Debt of any Person shall include the Debt of any partnership or joint venture in which such Person is a general partner or a joint venturer, but only to the extent to which there is recourse to the assets (other than the ownership interest in such partnership or join venture) of such Person for payment of such Debt.

"EIS" means Equifax Information Services, LLC, formerly known as Equifax Credit Information Services, Inc.

"Fiscal Year" means the fiscal year of the Parent and its Subsidiaries ending on or about December 31.

"Guaranteed Obligations" means, without duplication, all of the Obligations of the Obligors to the holders of the Notes from time to time, whenever arising, under this Agreement, the Notes and any other Financing Agreement (including, but not limited to, obligations with respect to principal, interest, Make-Whole Amount, and fees and obligations of the Company under Section 15 hereof).

"Hedging Agreement" means any agreement with respect to an interest rate swap, collar, cap, floor or forward rate agreement, foreign currency agreement or other agreement regarding the hedging of interest rate risk exposure executed in connection with hedging the interest rate exposure of any Person, and any confirming letter executed pursuant to such hedging agreement, all as amended, amended and restated, supplemented or otherwise modified from time to time.

"Investment" in any Person means (a) the acquisition (whether for cash, property, services, assumption of Debt, securities or otherwise) of shares of Capital Stock, bonds, notes, debentures, partnership, joint ventures or other ownership interests or securities issued by such Person, (b) any deposit with, or advance, loan or other extension of credit to, such Person (other than those made in connection with the purchase of equipment or other assets in the ordinary course of business) or (c) any other capital contribution to or investment in such Person including, without limitation, any Support Obligations (including any support for a letter of credit issued on behalf of such person) incurred for the benefit of such Person.

"Leverage Ratio" means, as of the last day of any fiscal quarter, the ratio of (a) Consolidated Funded Debt on such day to (b) Consolidated EBITDA for the period of four (4) consecutive fiscal quarters ending as of such day.

"Moody's" means Moody's Investors Service, Inc. or any successor or assignee in the business of rating securities.

"Obligations" means, in each case, whether now in existence or hereafter arising: (a) the principal of, Make-Whole Amount, if any, and interest on (including interest accruing after the filing of any bankruptcy or similar petition) the Notes, and (b) all other fees, commissions, charges, indebtedness, loans, liabilities, financial accommodations, obligations, covenants and duties owing by an Obligor to any holders of the Notes, of every kind, nature and description, direct or indirect, absolute or contingent, due or to become due, contractual or tortious, liquidated or unliquidated, and whether or not evidenced by any note, in each case under or in respect of this Agreement, any Note, or any of the other Financing Agreements.

"Operating Profit" means, as applied to any Person for any period, the operating revenue of such Person for such period, less (i) its costs of services for such period and (ii) its selling, general and administrative costs for such period but excluding therefrom all extraordinary gains or losses, all as determined and compute in accordance with GAAP.

"Parent" shall mean Equifax Inc., a Georgia corporation, or any successor that becomes such in the manner prescribed in Section 10.4.

"Parent Guaranty" means the provisions of Section 23 of this Agreement.

"Permitted Securitization Subsidiary" shall mean any Subsidiary of the Parent that (i) is directly or indirectly wholly-owned by the Parent, (ii) is formed and operated solely for purposes of a Permitted Securitization Transaction *provided* that such Permitted Securitization Subsidiary may invest up to $3,500,000 in publicly traded stock of one or more Persons, and (iii) has organizational documents which limit the permitted activities of such Permitted Securitization Subsidiary to the acquisition of accounts receivable and related rights from the Parent or one or more of its Consolidated Subsidiaries or another Permitted Securitization Subsidiary, the securitization or other financing of such accounts receivable and related rights and activities necessary or incidental to the foregoing.

"Permitted Securitization Transaction" shall mean the transfer by the Parent or one or more of its Consolidated Subsidiaries of receivables and rights related thereto to one or more Permitted Securitization Subsidiaries and the related financing of such receivables and rights related thereto; *provided* that the aggregate total amount of all Debt outstanding to third parties under all Permitted Securitization Transactions shall not exceed $250,000,000 in the aggregate outstanding at any time.

"Real Property" of any Person shall mean all the right, title and interest of such Person in and to land, improvement and fixtures, including leaseholds.

"Restricted Investments" means Investments in joint ventures and other Persons 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.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. or any successor or assignee in the business of rating securities.

"Sale and Leaseback Transaction" means any direct or indirect arrangement with any Person or to which any such Person is a party, providing for the leasing to any Obligor or Subsidiary thereof of any property, whether owned by such Obligor or Subsidiary as of the date of Closing or later acquired, which has been or is to be sold or transferred by such Obligor or Subsidiary to such Person or to any other Person from whom funds have been, or are to be, advanced by such Person on the security of such property.

"Standard Securitization Undertakings" shall mean any obligations and undertakings of the Parent and any Consolidated Subsidiary consisting of representations,

warranties, covenants, and indemnities standard in securitization transactions and related servicing of receivables.

"Support Obligation" means, with respect to any Person and its Subsidiaries, without duplication, any obligation, contingent or otherwise, of any such Person pursuant to which such Person has directly or indirectly guaranteed any Debt of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of any such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt (whether arising by virtue of partnership arrangements, by agreement to keep well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement condition or otherwise) or (b) entered into for the purpose of assuring in any other manner the obligee of such Debt of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided* that the term Support Obligation shall not include (i) endorsements for collection or deposit in the ordinary course of business or (ii) a contractual commitment by one Person to invest in another Person for so long as such investment is expected to constitute a Permitted Investment.

"U.S. Subsidiary" means any Subsidiary which is organized under the laws of the United States of America, any state thereof, any territory or possession thereof or the District of Columbia.

(3) the following definitions are hereby deleted:

"Consolidated Debt," "Consolidated Fixed Charges," "Consolidated Income Available for Fixed Charges," "Consolidated Operating Cash Flow," "Consolidated Total Assets," "Disposition," "Equity Interests," "Lease Rentals," "Priority Debt," "Consolidated Interest Expense," "Ratable Portion," and *"Senior Disposition Indebtedness."*

(4) The reference to *"Company"* in each of the following definitions is hereby amended to read *"Parent"*: *"Governmental Authority," "Plan," "Required Holders," "Subsidiary,"* and *"Wholly-Owned Subsidiary."*

SECTION 2. CONDITIONS PRECEDENT.

This Amendment Agreement shall not become effective until, and shall become effective on, the business day when each of the following conditions shall have been satisfied:

(a) Each Noteholder shall have received this Amendment Agreement, duly executed by the Company and the Parent.

(b) The Noteholders shall have consented to this Amendment Agreement as evidenced by their execution hereof.

(c) The representations and warranties of the Company and the Parent set forth in Section 3 hereof shall be true and correct as of the date of the execution and delivery of this Amendment Agreement.

(d) The Parent and the Company shall have delivered opinions of counsel reasonably satisfactory to the Noteholders covering such matters as shall be reasonably requested by the Noteholders.

(e) Any consents or approvals from any holder or holders of any outstanding security of the Company or the Parent or any Subsidiary Guarantor and any amendments of agreements pursuant to which any securities may have been issued which shall be necessary to permit the consummation of the transactions contemplated hereby shall have been obtained and all such consents or amendments shall be reasonably satisfactory in form and substance to the Holders and their special counsel.

(f) The Parent shall have paid the fees and disbursements of the Holders' special counsel, Chapman and Cutler LLP, incurred in connection with the negotiation, preparation, execution and delivery of this Amendment Agreement and the transactions contemplated hereby, which fees and disbursements are reflected in the statement of such special counsel delivered to the Parent at the time of the execution and delivery of this Amendment Agreement. Upon receipt of any supplemental statement after the execution of this Amendment Agreement, the Parent will pay such additional reasonable fees and disbursements of the holders' special counsel which were not reflected in its accounting records as of the time of the delivery of the initial statement of fees and disbursements.

(g) All corporate and other proceedings on behalf of the Company and the Parent in connection with the transactions contemplated by this Amendment Agreement and all documents and instruments incident to such transactions shall be reasonably satisfactory to you and your special counsel, and you and your special counsel shall have received all such counterpart originals or certified or other copies of such documents as you or they may reasonably request.

SECTION 3. REPRESENTATIONS AND WARRANTIES.

The Company and the Parent, jointly and severally, hereby represent and warrant that as of the date hereof and as of the date of execution and delivery of this Amendment Agreement:

(a) This Amendment Agreement and the transactions contemplated hereby are within the corporate power of the Company and the Parent and have been duly authorized by all necessary corporate action on the part of the Company and the Parent. The Amendment Agreement has been duly executed and delivered by the Company and the Parent, and the Amendment Agreement and the Note Agreement as so amended each constitute the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the

enforcement of creditors' rights generally and (b) general principles of equity (regardless of whether such enforceability is considered in equity or law).

(b) The Company represents and warrants that, after giving effect to this Amendment Agreement, there are no Defaults or Events of Default under the Note Agreement. The Parent represents and warrants that after giving effect to this Agreement, there are no Defaults (as defined therein) or Events of Default (as defined therein) under the Bank Credit Agreement as defined in Section 1.13 hereof.

(c) The execution, delivery and performance of this Amendment Agreement by the Company and the Parent does not and will not result in a violation of or default under (A) the certificate of incorporation or bylaws or other applicable charter documents of the Company or the Parent, (B) any material agreement to which the Company or the Parent is a party or by which it is bound or to which the Company or the Parent or any of its properties is subject, (C) any material order, writ, injunction or decree binding on the Company or the Parent, or (D) any material statute, regulation, rule or other law applicable to the Company or the Parent.

(d) No authorization, consent, approval, exemption or action by or notice to or filing with any court or administrative or governmental body (other than periodic filings with regulatory authorities, none of which are required to be filed as of the effective date of this Amendment Agreement) is required in connection with the execution and delivery by the Company or the Parent of this Amendment Agreement or the consummation by the Company or the Parent of the transactions contemplated thereby.

(e) Neither the Company nor the Parent has paid or agreed to pay any fees or other consideration, or given any additional security or collateral, or shortened the maturity or average life of any indebtedness or permanently reduced any borrowing capacity, in each case, in connection with the obtaining of any consents or approvals in connection with the transactions contemplated hereby.

(f) The Parent's obligations under the Parent Guaranty will, upon issuance of the Notes, rank at least*pari passu*, without preference or priority, with all of its other outstanding unsecured Senior Indebtedness (including, without limitation, the Bank Credit Agreement). Each Subsidiary Guarantor's obligations under the

Subsidiary Guaranty Agreement will, upon issuance of the Notes and the Subsidiary Guarantee Agreement, rank at least *pari passu*, without preference or priority, with all of its other outstanding unsecured Senior Indebtedness (including, without limitation, any obligation under or relating to the Bank Credit Agreement). Each Person (other than the Company) which is a borrower, guarantor or other obligor under or pursuant to the Bank Credit Agreement is a Subsidiary Guarantor under this Agreement.

(g) As of the Amendment Effective Date, there is no fact known to the Company that could reasonably be expected to have a Material Adverse Effect that has not been set forth herein.

SECTION 4. MISCELLANEOUS.

Section 4.1. Except as amended herein, all terms and provisions of the Note Agreement, the Notes and related agreements and instruments are hereby ratified, confirmed and approved in all respects.

Section 4.2. This Amendment Agreement and all covenants herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereunder. All covenants made by the Company and the Parent herein shall survive the closing and the delivery of this Amendment Agreement.

Section 4.3. This Amendment Agreement shall be governed by and construed in accordance with Illinois law.

Section 4.4. The capitalized terms used in this Amendment Agreement shall have the respective meanings specified in the Note Agreement unless otherwise herein defined, or the context hereof shall otherwise require.

IN WITNESS WHEREOF, the Holders and the Company and the Parent have caused this Amendment Agreement to be duly executed and delivered as of the date first above written.

EQUIFAX INC.

By _____
Name:
Title:

TALX CORPORATION

By _____
Name:
Title:

Accepted as of the date first above written.

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

By: Prudential Investment Management, Inc., as investment manager

By _____
Name: _____
Title: _____

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By _____
Name: _____
Title: _____

MTL INSURANCE COMPANY

By: Prudential Private Placement Investors, L.P., (as Investment Advisor)

By: Prudential Private Placement Investors,
Inc. (as its General Partner)

By _____
Name: _____
Title: _____

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

By _____
Name: _____
Title: _____

AMERICAN INVESTORS LIFE INSURANCE COMPANY

By: Aviva Capital Management, Inc., its
authorized attorney-in-fact

By _____
Name: _____
Title: _____

AMERUS LIFE INSURANCE COMPANY

By: Aviva Capital Management, Inc., its
authorized attorney-in-fact

By _____
Name: _____
Title: _____

REAFFIRMATION OF AFFILIATE GUARANTORS AND SUBSIDIARY GUARANTORS

The undersigned, in consideration of the execution and delivery of this Agreement by the Holders, hereby respectively ratify each of the changes set forth in this Agreement and confirm that the Subsidiary Guarantee Agreement remains in full force and effect, has not been amended or modified, and constitutes the legal, valid and binding obligations of each of the Subsidiary Guarantors.

TALX UCM SERVICES, INC.
TALX EMPLOYER SERVICES, LLC
TALX FASTIME SERVICES, INC.
TBT ENTERPRISES, INCORPORATED
UI ADVANTAGE, INC.
NET PROFIT, INC.
TALX TAX INCENTIVE SERVICES, LLC
JON-JAY ASSOCIATES, INC.
TALX TAX CREDITS AND INCENTIVES, LLC
UNEMPLOYMENT SERVICES, LLC
MANAGEMENT INSIGHT INCENTIVES, LLC
PERFORMANCE ASSESSMENT NETWORK, INC.

By _____
Its: _____

NAME OF HOLDERS		OUTSTANDING PRINCIPAL AMOUNT OF NOTES HELD AS OF JUNE , 2007
Prudential Retirement Insurance and Annuity Company	$	24,000,000
The Prudential Insurance Company of America	$	21,000,000
MTL Insurance Company	$	3,000,000
The Guardian Life Insurance Company of America	$	18,000,000

HARE & CO. (as nominee of American Investors Life Insurance Company)	$	6,000,000
HARE & CO. (as nominee of AmerUs Life Insurance Company)	$	3,000,000

SCHEDULE I
(to Limited Waiver/Amendment Agreement)

LIENS
(Existing as of the Amendment Effective Date)

SCHEDULE 10.2(b)
(to Limited Waiver/Amendment Agreement)

DEBT
(Existing as of the Amendment Effective Date)

Debt obligations of Equifax Plc incurred pursuant to the Bank Credit Agreement

SCHEDULE 10.3(b)
(to Limited Waiver/Amendment Agreement)

TALX CORPORATION
AMENDED AND RESTATED 1994 STOCK OPTION PLAN

1. Purpose of the Plan.

The TALX Corporation 1994 Stock Option Plan (the "Plan") is intended as an incentive to, and to encourage ownership of the stock of TALX Corporation ("Company") by certain key management employees of the Company and its subsidiaries. It is intended that some options granted hereunder will qualify as Incentive Stock Options ("Incentive Stock Options") within the meaning of Section 422 of the Internal Revenue Code of 1986 as amended (the "Code") and that other options granted hereunder will not so qualify.

2. Stock Subject to the Plan.

(a) Stock Available For Grants of Options . A total of 430,000 shares (as adjusted for the proposed 1-for-3.5 reverse stock split) of the Common Stock of the Company ("Common Stock") have been allocated to the Plan and will be reserved for the grant of options under the Plan, subject to subsequent adjustments under Paragraph 15. The maximum number of shares with respect to which any individual may be granted options in any calendar year is 430,000 (as adjusted for the proposed 1-for-3.5 reverse stock split).

(b) Reservation of Shares. The Company will allocate and reserve in each calendar year, a sufficient number of shares of its Common Stock for issue upon the exercise of options granted under the Plan.

(c) Treasury Shares. The Company may, in its discretion, use shares held in the Treasury under this Plan in lieu of authorized but unissued shares of Common Stock. If any option shall expire or terminate for any reason without having been exercised in full, the unpurchased shares subject thereto shall again be available for the purposes of the Plan. Any shares of Common Stock which are used as full or partial payment to the Company by an optionee of the purchase price upon exercise of an option shall again be available for the purposes of the Plan.

3. Administration.

The Plan shall be administered by the Committee referred to in Paragraph 4 (the "Committee"). Subject to the express provisions of the Plan, the Committee shall have plenary authority, in its discretion, to determine the individuals to whom, and the time or times at which, options shall be granted and the number of shares to be subject to each option. In making such determinations the Committee may take into account the nature of the services rendered by the respective individuals, their present and potential contributions to the Company's success and such other factors as the Committee, in its discretion, shall deem relevant. Subject to the express provisions of the Plan, the Committee shall also have plenary authority to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to it, to determine the terms and provisions of the respective stock option agreements (which need not be identical) and to make all other determinations necessary or advisable for the administration of the Plan. The

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Committee's determinations on the matters referred to in this Paragraph 3 shall be conclusive.

4. The Committee.

The Committee shall be appointed by the Board of Directors of the Company ("Board"), which may from time to time appoint members of the Committee in substitution for members previously appointed and may fill vacancies, however caused, in the Committee. The Committee may select one of its members as its Chairman, and shall hold its meetings at such times and places as it may determine. A majority of its members shall constitute a quorum. All determinations of the Committee shall be made by a majority of its members. Any decision or determination reduced to writing and signed by a majority of the members shall be fully as effective as if it had been made by a majority vote at a meeting duly called and held. The Committee may appoint a secretary, shall keep minutes of its meetings and shall make such rules and regulations for the conduct of its business as it shall deem advisable.

5. Eligibility.

Options may be granted to key employees of the Company or its subsidiaries (as defined below). The term "key employees" is not limited to, but includes, officers who are employees whether or not they are directors, employees who are employed in positions of management, and such other employees as the Committee shall determine. The term "subsidiary" shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if, at the time of the granting of the option each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain, or such other meaning as may be hereafter ascribed to it in Section 424 of the Code.

6. Option Prices.

The purchase price of the Common Stock under each Option which is an Incentive Stock Option shall not be less than 100% of the fair market value of the stock at the time of the granting of the option (110% in the case of an option granted to a holder of 10% or more of the then outstanding Common Stock of the Company (a "10% Owner")). The purchase price of the Common Stock under each option which is not an Incentive Stock Option shall be determined by the Committee. The Committee shall determine fair market value and may adopt such criterion for such determination of as it may determine to be appropriate; provided, that if the Common Stock is included on the NASDAQ National Market, the fair market value shall be the mean between the high and the low sales price on the date as of which the Common Stock is to be valued, or if the Common Stock shall not have been traded on such date, the mean between the high and low sales price on such market on the first day prior thereto on which the Common Stock is traded.

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7. Payment of Option Prices.

The purchase price is to be paid in full upon the exercise of the option, either (i) in cash, (ii) in the discretion of the Committee, by tender of shares of the Common Stock of the Company, already owned by the optionee having a fair market value equal to the cash exercise price of the option being exercised, or (iii) in the discretion of the Committee, by any combination of the payment methods specified in clauses (i) and (ii) hereof; provided, however, that no shares of Common Stock may be tendered in exercise of an option if such shares were acquired by the optionee through the exercise of an Incentive Stock Option unless (i) such shares have been held by the optionee for at least one year and (ii) at least two years have elapsed since such Incentive Stock Option was granted. The cash proceeds of sale of stock subject to option are to be added to the general funds of the Company and used for its general corporate purposes. The shares of Common Stock of the Company received by the Company as payment of the option price are to be added to the shares of the Common Stock of the Company held in its Treasury and used for the purposes of granting options under the Plan.

8. Option Amounts.

The maximum aggregate fair market value (determined at the time an option is granted in the same manner as provided for in Paragraph 6 hereof) of the Common Stock of the Company with respect to which Incentive Stock Options are exercisable for the first time by any optionee during any calendar year (under all plans of the Company and its subsidiaries) shall not exceed $100,000.

9. Exercise of Options.

The term of each option shall be not more than ten (10) years from the date of granting thereof (five (5) years in the case of an Incentive Stock Option granted to a 10% Owner) or such shorter period as is prescribed in Paragraph 10 hereof; provided, that the right to exercise an option shall be restricted so that no shares may be purchased during the first year of the term thereof, that at any time during the term of the option after the end of the first year from the date of the grant, the optionee may purchase up to 20% of the total number of shares to which the option relates; that at any time during the term of the option after the end of the second year from the date of grant the optionee may purchase up to an additional 20% of the total number of shares to which the option relates; that at any time during the term of the option after the end of the third year from the date of grant, the optionee may purchase up to an additional 20% of the total number of shares to which the option relates; that at any time during the term of the option after the end of the fourth year from the date of grant the optionee may purchase up to an additional 20% of the total number of shares to which the option relates; and that at any time during the term of the option after the end of the fifth year from the date of the grant, the optionee may purchase an additional 20% of the total number of shares to which the option relates so that the optionee may purchase 100% of the total number of shares to which the option relates after five (5) years from the date of grant; provided, further that except as provided in Paragraphs 10 and 11 hereof, no option may be exercised at any time unless

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the optionee is then an employee or an officer or director of the Company or a subsidiary and has been so continuously since the granting of the option. The holder of an option shall have none of the rights of a stockholder with respect to the shares subject to option until such shares shall be issued to such holder upon the exercise of the option.

Notwithstanding the foregoing, in the event of a Change in Control (as hereinafter defined), the option holder will be entitled to purchase, at any time thereafter and during the term thereof (subject, however, to Section 10 of this Plan), the entire number of shares to which the option relates.

The term “Change in Control” shall mean:

(i) The purchase or other acquisition by any person, entity or group of persons, within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the Exchange Act”) (excluding, for this purpose, the Company or its subsidiaries or any employee benefit plan of the Company or its subsidiaries), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of the combined voting power of the Company’s then-outstanding voting securities entitled to vote generally in the election of directors in any transaction or series of transactions; or

(ii) When individuals who, as of June 30, 1996, constitute the Board (the “Continuing Directors”), cease for any reason to constitute at least a majority of the Board, provided that any person who becomes a director subsequent to the date hereof whose election or nomination for election by the Company’s shareholders, was approved in advance by a vote of at least three-quarters of the Continuing Directors (other than a nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of the Company, as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) shall be, for purposes of this Paragraph, considered as though such person were a Continuing Director; or

(iii) Approval by the stockholders of the Company of (a) a reorganization, merger or consolidation with respect to which persons who were stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 50% of the combined voting power of the voting securities entitled to vote generally in the election of directors of the reorganized, merged or consolidated corporation’s then-outstanding voting securities, or (b) a liquidation or dissolution of the Company or of the sale of all or substantially all of the assets of the Company; or

(iv) Any other event that a majority of the Continuing Directors, in their sole discretion, shall determine constitutes a Change of Control.

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10. Termination of Employment.

Except as provided in Section 11, below, any option issued hereunder may only be exercised during the period prior to the holder’s termination of service with the Company or a subsidiary, except that (i) if such termination follows a Change in Control, the holder may exercise any or all of the holder’s unexercised unexpired options, but not after the term of the option, provided such termination is within twelve (12) months of the date of the Change in Control, and (ii) if the service of an optionee terminates with the consent and approval of the holder’s employer, the Committee in its absolute discretion may permit the optionee to exercise the option, to the extent that the holder was entitled to exercise it at the date of such termination of service, at any time within three (3) months after such termination, but not after ten (10) years from the date of the granting thereof (five (5) years in the case of an option granted to a 10% Owner). Options granted under the Plan shall not be affected by any change of employment so long as the holder continues to be an employee of the Company or a subsidiary. The option agreements may contain such provisions as the Committee shall approve with reference to the effect of approved leaves of absence. Nothing in the Plan or in any option granted pursuant to the Plan shall confer on any individual any right to continue in the employ of the Company or any subsidiary or interfere in any way with the right of the Company or any subsidiary thereof to terminate his or her employment at any time.

11. Death or Disability.

In the event of the death of an individual to whom an option has been granted under the Plan, while he or she is employed by the Company (or a subsidiary) or within three (3) months after termination of service (or one (1) year in the case of the termination of service of an option holder who is disabled as provided below) the option theretofore granted may be exercised, to the extent exercisable at the date of death, by a legatee or legatees under the option holder’s last will, or by personal representatives or distributees, at any time within a period of one (1) year after death, but not after ten (10) years from the date of granting thereof (five (5) years in the case of an option granted to a 10% Owner), and only if and to the extent that the option was exercisable at the date of death. If the holder of this option terminates service on account of disability, the holder may exercise such option to the extent the holder was entitled to exercise it at the date of such termination at any time within one (1) year of the termination of employment but not after ten (10) years from the date of the granting thereof (five (5) years in the case of an option granted to a 10% or more owner of the Company). For this purpose a person shall be deemed to be disabled if he or she is permanently and totally disabled within the meaning of Section 422(c)(6) of the Code, which, as of the date hereof, means that he or she is unable to engage in any substantial gainful activity by reason of any medically determined physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a period of not less than 12 months. A person shall be considered disabled only if he or she furnishes such proof of disability as the Committee may require.

12. Non-Transferability of Options.

Each option granted under the Plan shall, by its terms, be non-transferable otherwise than by will or the laws of descent and distribution and an option may be exercised, during the lifetime of the holder thereof, only by such holder.

13. Successive Option Grants.

Successive option grants may be made to any holder of options under this Plan.

14. Investment Purpose.

Each option under the Plan shall be granted only on the condition that all purchases of Common Stock thereunder shall be for investment purposes, and not with a view to resale or distribution, except that the Committee may make such provision with respect to options granted under this Plan as it deems necessary or advisable for the release of such condition upon the registration with the Securities and Exchange Commission of Common Stock subject to the option, or upon the happening of any other contingency warranting the release of such condition.

15. Adjustments Upon Changes in Capitalization or Corporate Acquisitions.

Notwithstanding any other provisions of the Plan, the option agreements may contain such provisions as the Committee shall determine to be appropriate for the adjustment of the number and class of shares subject to each outstanding option, the option prices amounts in the event of changes in the outstanding Common Stock by reason of stock dividends, recapitalizations, mergers, consolidations, spin-offs, split-offs, split-ups, combinations or exchanges of shares and the like (other than the proposed 1-for-3.5 reverse stock split), and, in the event of any such change in the outstanding Common Stock, the aggregate number and class of shares available under the Plan and the maximum number of shares as to which options may be granted to any individual shall be appropriately adjusted by the Committee, whose determination shall be conclusive. In the event the Company or a subsidiary enters into a transaction described in Section 424(a) of the Code with any other corporation, the Committee may grant options to employees or former employees of such corporation in substitution of options previously granted to them upon such terms and conditions as shall be necessary to qualify such grant as a substitution described in Section 424(a) of the Code.

16. Amendment and Termination.

The Board may at any time terminate the Plan, or make such modifications of the Plan as it shall deem advisable; provided, however, that the Board or Committee may not, without further approval by the holders of Common Stock, make any modifications which, by applicable law, require such approval. No termination or amendment of the Plan may, without the consent of the optionee to whom any option shall theretofore have been granted, adversely affect the rights of such optionee under such option. The

Committee may, but need not, amend option agreements existing as of the effective date of the amendments to the Plan to incorporate the provisions thereof.

17. Effectiveness of the Plan.

The Plan, as amended, shall become effective as of the day it is adopted by the Board subject, however, to its further approval by the stockholders of the Company within one (1) year from the date of adoption by the Board. Options may be granted before such approval by stockholders but none may be exercised before the approval, and if such approval is not given, such grants shall be void.

18. Time of Granting of Options.

An option grant under the Plan shall be deemed to be made on the date on which the Committee, by formal action of its members duly recorded in the records thereof, makes an award of an option to an eligible employee of the Company or one of its subsidiaries, provided that such option is evidenced by a written option agreement duly executed on behalf of the Company and on behalf of the optionee within a reasonable time after the date of the Committee action.

19. Term of Plan.

This Plan shall terminate ten (10) years after the date on which the amendments hereto are approved and adopted by the Board as set forth under Paragraph 17 and no option shall be granted hereunder after the expiration of such ten-year period. Options outstanding at the termination of the Plan shall continue in full force and effect and shall not be affected thereby.

EXHIBIT 10.2

INCENTIVE STOCK OPTION AGREEMENT
UNDER
TALX CORPORATION
1994 STOCK OPTION PLAN

THIS AGREEMENT, made this day of , 200 , by and between TALX Corporation, a Missouri corporation (hereinafter called the "Company"), and «first» «name» (hereinafter called "Optionee");

WITNESSETH THAT:

WHEREAS, the Board of Directors of the Company ("Board of Directors") has adopted the TALX Corporation 1994 Stock Option Plan (the "Plan") pursuant to which options covering an aggregate of 3,049,200 shares (after giving effect to all stock dividends and splits) of the Common Stock of the Company may be granted to officers and other key management employees of the Company and its subsidiaries; and

WHEREAS, Optionee is now an officer or other key management employee of the Company or a subsidiary of the Company; and

WHEREAS, the Company desires to grant to Optionee the option to purchase certain shares of its stock under the terms of the Plan, which option will qualify as an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the premises, and of the mutual agreements hereinafter set forth, it is covenanted and agreed as follows:

1. Grant Subject to Plan. This option is granted under and is expressly subject to, all the terms and provisions of the Plan, which terms are incorporated herein by reference. The Committee referred to in Paragraph 4 of the Plan ("Committee") has been appointed by the Board of Directors, and designated by it, as the Committee to make grants of options.

2. Grant and Terms of Option. Pursuant to action of the Committee, the Company hereby grants to Optionee the option to purchase all or any part of «number» (<<numeral1) shares of the Common Stock of the Company, of the par value of $.01 per share ("Common Stock"), for a period of ten (10) years from the date hereof, at the purchase price of $ per share; provided, however, that the right to exercise such option shall be, and is hereby, restricted so that no shares may be purchased during the first year of the term hereof; that at any time during the term of this option after the end of the first year of the term hereof, Optionee may purchase up to 20% of the total number of shares to which this option relates; that at any time during the term of this option after the end of the second year of the term hereof, Optionee may purchase up to an additional 20% of the total number of shares to which this option relates; that at any time during the term of this option after the end of the third year of the term hereof, Optionee may purchase up to an additional 20% of the total number of shares to which this option relates; that at any time during the terms of this option after the end of the fourth year of the term hereof, Optionee may purchase up to an additional 20% of the total number of shares to which this option relates; and that at any time during the term of this option after the end of the fifth year of the term hereof, Optionee may purchase an additional 20% of the total number of shares to which the option relates; so that upon expiration of the fifth year of the term hereof, and thereafter during the term hereof, Optionee will have become entitled to purchase the entire number of shares to which this option relates. In no event may this option or any part thereof be exercised after the expiration of ten (10) years from the date hereof. The purchase price of the shares

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subject to the option may be paid for (i) in cash, (ii) in the discretion of the Committee, by tender of shares of Common Stock already owned by Optionee, or (iii) in the discretion of the Committee, by a combination of methods of payment specified in clauses (i) and (ii), all in accordance with Paragraph 7 of the Plan. No shares of Common Stock may be tendered in exercise of this option if such shares were acquired by Optionee through the exercise of an incentive stock option, unless (i) such shares have been held by Optionee for at least one year, and (ii) at least two years have elapsed since such incentive stock option was granted.

3. Anti-Dilution Provisions. In the event that, during the term of this option, there is any change in the number of shares of outstanding Common Stock of the Company by reason of stock dividends, recapitalizations, mergers, consolidations, split-offs, split-ups, combinations or exchanges of shares and the like, the number of shares covered by this option agreement and the price thereof shall be adjusted, to the same proportionate number of shares and price as in this original agreement.

4. Investment Purpose. Optionee represents that, in the event of the exercise by Optionee of the option hereby granted, or any part thereof, Optionee intends to purchase the shares acquired on such exercise for investment and not with a view to resale or other distribution; except that the Company, at its election, may waive or release this condition in the event the shares acquired on exercise of the option are registered under the Securities Act of 1933, or upon the happening of any other contingency which the Company shall determine warrants the waiver or release of this condition. Optionee agrees that the certificates evidencing the shares acquired by Optionee on exercise of all or any part of this option, may bear a restrictive legend, if appropriate, indicating that the shares have not been registered under said Act and are subject to restrictions on the transfer thereof, which legend may be in the following form (or such other form as the Company shall determine to be proper), to-wit:

> "The shares represented by this certificate have not been registered under the Securities Act of 1933, but have been issued or transferred to the registered owner pursuant to the exemption afforded by Section 4(2) of said Act. No transfer or assignment of these shares by the registered owner shall be valid or effective, and the issuer of these shares shall not be required to give any effect to any transfer or attempted transfer of these shares, including without limitation, a transfer by operation of law, unless (a) the issuer shall have received an opinion of its counsel that the shares may be transferred without requirement of registration under said Act, or (b) there shall have been delivered to the issuer a 'no-action' letter from the staff of the Securities and Exchange Commission, or (c) the shares are registered under said Act."

5. Non-Transferabilitv. Neither the option hereby granted nor any rights thereunder or under this Agreement may be assigned, transferred or in any manner encumbered except by will or the laws of descent and distribution, and any attempted assignment, transfer, mortgage, pledge or encumbrance except as herein authorized, shall be void and of no effect. The option may be exercised during Optionee's lifetime only by Optionee.

6. Termination of Employment. In the event of the termination of employment of Optionee other than by death or disability, the option granted may be exercised at the times and to the extent provided in the Plan.

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7. Death or Disability of Optionee. In the event of the death of Optionee during the term of this Agreement and while Optionee is employed by the Company (or a subsidiary) or within three (3) months after the termination of Optionee's employment (or one (1) year in the case of the termination of employment of an Optionee who is disabled as provided in the Plan), or in the event of the disability of Optionee during the term of this Agreement, this option may be exercised at the times and to the extent provided in the Plan.

8. Shares Issued on Exercise of Option. It is the intention of the Company that on any exercise of this option, it will transfer to Optionee shares of its

authorized but unissued stock or transfer Treasury shares, or utilize any combination of Treasury shares and authorized but unissued shares, to satisfy its obligations to deliver shares on any exercise hereof.

9. Committee Administration. This option has been granted pursuant to a determination made by the Committee, and such Committee or any successor or substitute committee authorized by the Board of Directors or the Board of Directors itself, subject to the express terms of this option, shall have plenary authority to interpret any provision of this option and to make any determinations necessary or advisable for the administration of this option and the exercise of the rights herein granted, and may waive or amend any provisions hereof in any manner not adversely affecting the rights granted to Optionee by the express terms hereof.

10. Option Intended As An Incentive Stock Option The option granted hereunder is intended to constitute an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its Chief Executive Officer pursuant to due authorization as of the date hereof.

TALX CORPORATION

By _____
William W. Canfield

NON-QUALIFIED STOCK OPTION AGREEMENT
UNDER
TALX CORPORATION
l994 STOCK OPTION PLAN

THIS AGREEMENT, made this day of , l9 , by and between TALX Corporation, a Missouri corporation (hereinafter called the "Company"), and (hereinafter called "Optionee");

WITNESSETH THAT:

WHEREAS, the Board of Directors of the Company ("Board of Directors") has adopted the TALX Corporation 1994 Stock Option Plan (the "Plan") pursuant to which options covering an aggregate of 945,000 shares of the Common Stock of the Company may be granted to officers and other key management employees of the Company and its subsidiaries; and

WHEREAS, Optionee is now an officer or other key management employee of the Company or a subsidiary of the Company; and

WHEREAS, the Company desires to grant to Optionee the option to purchase certain shares of its stock under the terms of the Plan, which option will not qualify as an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the premises, and of the mutual agreements hereinafter set forth, it is covenanted and agreed as follows:

l. Grant Subject to Plan. This option is granted under and is expressly subject to, all the terms and provisions of the Plan, which terms are incorporated herein by reference. The Committee referred to in Paragraph 4 of the Plan ("Committee") has been appointed by the Board of Directors, and designated by it, as the Committee to make grants of options.

2. Grant and Terms of Option. Pursuant to action of the Committee, the Company hereby grants to Optionee the option to purchase all or any part of ( ) shares of the Common Stock of the Company, of the par value of $.0625 per share ("Common Stock"), for a period of six (6) years from the date hereof, at the purchase price of per share; provided, however, that the right to exercise such option shall be, and is hereby, restricted so that no shares may be purchased during the first year of the term hereof; that at any time during the term of this option after the end of the first year of the term hereof Optionee may purchase up to 20% of the total number of shares to which this option relates; that at any time during the term of this option after the end of the second year of the term hereof Optionee may purchase up to an additional 20% of the total number of shares to which this option relates; and that at any time during the term of this option after the end of the fifth year of the term hereof Optionee may purchase up to an additional 20% of the total number of shares to which this option relates; that at any time during the terms of this option after the end of the third year of the term hereof, Optionee may purchase up to an additional 20% of the total number of shares to which this option relates; that at any time during the term of this option after the end of the fourth year of the term hereof, Optionee may purchase an additional 20% of the total number of shares to which the option relates; so that upon expiration of the fifth year of the term hereof, and thereafter during the term hereof, Optionee will have become entitled to purchase the entire number of shares to which this option relates. In no event may this option or any part thereof be exercised after the expiration of six (6) years from the date hereof. The purchase price of the shares subject to the option may be paid for (i) in cash, (ii) in the discretion of the Committee, by tender of shares of Common Stock already owned by Optionee, or (iii) in the discretion of the

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Committee, by a combination of methods of payment specified in clauses (i) and (ii), all in accordance with Paragraph 7 of the Plan. No shares of Common Stock may be tendered in exercise of this option if such shares were acquired by Optionee through the exercise of an Incentive Stock Option, unless (i) such shares have been held by Optionee for at least one year, and (ii) at least two years have elapsed since such Incentive Stock Option was granted.

3. Anti-Dilution Provisions. In the event that, during the term of this Agreement, there is any change in the number of shares of outstanding Common Stock of the Company by reason of stock dividends, recapitalizations, mergers, consolidations, split-offs, split-ups, combinations or exchanges of shares and the like, the number of shares covered by this option agreement and the price thereof shall be adjusted, to the same proportionate number of shares and price as in this original agreement.

4. Investment Purpose. Optionee represents that, in the event of the exercise by Optionee of the option hereby granted, or any part thereof, Optionee intends to purchase the shares acquired on such exercise for investment and not with a view to resale or other distribution; except that the Company, at its election, may waive or release this condition in the event the shares acquired on exercise of the option are registered under the Securities Act of l933, or upon the happening of any other contingency which the Company shall determine warrants the waiver or release of this condition. Optionee agrees that the certificates evidencing the shares acquired by Optionee on exercise of all or any part of this option, may bear a restrictive legend, if appropriate, indicating that the shares have not been registered under said Act and are subject to restrictions on the transfer thereof, which legend may be in the following form (or such other form as the Company shall determine to be proper), to-wit:

"The shares represented by this certificate have not been registered under the Securities Act of l933, but have been issued or transferred to the registered owner pursuant to the exemption afforded by Section 4(2) of said Act. No transfer or assignment of these shares by the registered owner shall be valid or effective, and the issuer of these shares shall not be required to give any effect to any transfer or attempted transfer of these shares, including without limitation, a transfer by operation of law, unless (a) the issuer shall have received an opinion of its counsel that the shares may be transferred without requirement of registration under said Act, or (b) there shall have been delivered to the issuer a 'no-action' letter from the staff of the Securities and Exchange Commission, or (c) the shares are registered under said Act."

5. Non-Transferability. Neither the option hereby granted nor any rights thereunder or under this Agreement may be assigned, transferred or in any manner encumbered except by will or the laws of descent and distribution, and any attempted assignment, transfer, mortgage, pledge or encumbrance except as herein authorized, shall be void and of no effect. The option may be exercised during Optionee's lifetime only by Optionee.

6. Termination of Employment. In the event of the termination of employment of Optionee other than by death or disability, the option granted may be exercised at the times and to the extent provided in the Plan.

7. Death or Disability of Optionee. In the event of the death of Optionee during the term of this Agreement and while Optionee is employed by the Company (or a subsidiary) or within three (3) months after the termination of Optionee's employment (or one (l) year in the case of the termination of employment of an Optionee who is disabled as provided in the Plan), or in the event of the disability of Optionee during the term of this Agreement, this option may be exercised at the times and to the extent provided in the Plan.

8. Shares Issued on Exercise of Option. It is the intention of the Company that on any exercise of this option it will transfer to Optionee shares of its authorized but unissued stock or transfer Treasury shares, or utilize any combination of Treasury shares and authorized but unissued shares, to satisfy its obligations to deliver shares on any exercise hereof.

9. Committee Administration. This option has been granted pursuant to a determination made by the Committee, and such Committee or any successor or substitute committee authorized by the Board of Directors or the Board of Directors itself, subject to the express terms of this option, shall have plenary authority to interpret any provision of this option and to make any determinations necessary or advisable for the administration of this option and the exercise of the rights herein granted, and may waive or amend any provisions hereof in any manner not adversely affecting the rights granted to Optionee by the express terms hereof.

10. Restrictions on Ownership and Transfer of Stock. Any other provision in this Agreement notwithstanding, all Stock purchased hereunder ("Purchased Shares") shall be subject to the following provisions, conditions and restrictions:

(a) "Transfer". As used in this Agreement, the term "transfer" shall include sale, gift, assignment, pledge, hypothecation, bequest, passage of title by inheritance, or any other severance or separation of absolute ownership from or by the holder of the Purchased Shares to other than the Company.

(b) Termination of Employment. In the event that the Optionee shall cease to be employed by the Company for any reason whatever, including without limitation the discharge, resignation, death or disability of the Optionee, within six years from the Date of Grant, the Company shall have the right and option under the terms set forth in paragraph 10(d) to purchase from the Optionee, or the estate or legal representative of the Optionee, all the Purchased Shares owned by the Optionee at the time he ceases to be employed by the Company.

(c) Transfer During Employment. If the Optionee desires to transfer all or any part of the Purchased Shares while he is employed by the Company and within six years from the Date of Grant, the Optionee shall first give to the Company a notice stating such desire and offering to sell such shares to the Company in the manner and on the terms and conditions as set forth in paragraph 10(d), and the Company shall have the right and option to redeem those shares on such terms and conditions.

(d) Terms and Conditions of Option in the Corporation.

(i) Price. If the first date on which the Company has the right and option under paragraph 10(b) or 10(c) herein to redeem any of the Optionee's Purchased Shares ("First Date," as hereinafter more specifically defined) is within three years from the Date of Grant, the price at which the Company may redeem such shares shall be the cost to the Optionee of such shares plus interest computed at the rate of three (3) percent per annum or such higher amount as is necessary to prevent application of the imputed interest rules of the Internal Revenue Code of 1986, as amended (the "Code"). If the First Date is within a period beginning three years from the Date of Grant and ending six years from the Date of Grant, the price at which the Company may so redeem any of an Optionee's Purchased Shares shall be the fair market value of such shares as established by an independent professional appraiser of securities selected by the Company but satisfactory to the Optionee, or his estate or legal representative. The "First Date" shall be the date on which the Optionee ceases to be employed by the Company under paragraph 3(b) or the date on which the company receives the notice of offering to sell under paragraph 10(c).

(ii) Time and Manner of Exercise of Option. The Company shall have the right and option described in paragraphs 10(b) and 10(c) ("Right") for a period of 60 days following the First Date and may exercise such Right at any time within that period by giving notice of its election to exercise its Right to the Optionee, or his estate or legal representative. If the Company exercises its Right, the closing of the redemption of all or part of the shares ("Redemption Closing") shall take place at the office of the Company on or before the 30th day following the date the Company shall have given the Optionee, or his estate or legal representative, the notice prescribed in this subparagraph or, if applicable, within 30 days after the final written determination by the independent appraiser of the fair market value of such shares as provided in the preceding paragraph shall have been delivered to the Company, whichever is later. At the Redemption Closing, the Optionee, or his estate or legal representative, shall transfer and deliver to the Company certificates representing all the shares to be redeemed, properly endorsed, together with any other documents necessary to thus complete title in the Company, and concurrently therewith, the Company shall pay over and deliver to the Optionee, or his estate or legal representative, cash and its promissory note as provided in paragraph 10(e), below.

(e) Payment of Purchase Price. In any redemption of shares by the Company under this Agreement, the purchase price shall be paid in installments as follows: 33 1/3 percent of the purchase price to be paid in cash at the Redemption Closing and the balance to be paid in two equal payments, plus interest at a rate of three (3) percent per annum on the unpaid balance (or such higher rate as is necessary to prevent application of the imputed interest rules of the Code), on the first and second anniversaries of such Redemption Closing. The deferred payments shall be delivered at the Redemption Closing. The Optionee, or his estate or legal representative, shall have the right to require that any shares redeemed be held in escrow (at his own expense) as security for any deferred payments, but in any event the Optionee, or his estate or legal representative, shall have not further rights whatsoever with respect to such shares from and after the date of the Redemption Closing.

(f) Effect of Failure to Exercise Option. If the Company fails to exercise any Right arising under paragraph 10(b) within the time prescribed in paragraph 10(d), the Optionee, or his estate or legal representative, shall be free to retain ownership and to transfer at any time thereafter the shares subject to this Agreement. If the Company fails to exercise its Right arising under paragraph 10(c) within the time prescribed in paragraph 10(d), the Optionee shall be free, but only for a period of 90 days after the expiration of such Right, to transfer only those shares offered for sale to the Company in the notice prescribed in paragraph 10(c).

11. Option Not An Incentive Stock Option. The option granted hereunder is not, and will not be treated as, an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended. Upon exercise of this Option, the Company shall withhold sufficient shares to satisfy the Company's obligation to withhold for federal and state taxes on such exercise.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its Vice President pursuant to due authorization, and Optionee has signed this Agreement to evidence Optionee's acceptance of the option herein granted and of the terms hereof, all as of the date hereof.

TALX CORPORATION
By _____
Optionee

TALX CORPORATION OUTSIDE DIRECTORS' STOCK OPTION PLAN

SECTION I. PURPOSE

The purpose of this Plan is to provide an incentive which will motivate and reward "Outside Directors" of the Company and promote the best interests and long-term performance of the Company by encouraging the ownership of the Company's stock by such "Outside Directors". None of the options granted pursuant to this Plan will qualify as Incentive Stock Options under Section 422 of the Internal Revenue Code of 1986, as amended ("Code"). This Plan is not intended to preclude the use of Common Stock for other compensation purposes in line with the needs and objectives of the Company.

SECTION II. DEFINITIONS

A. "Board of Directors" means the board of directors of the Company.

B. "Common Stock" means shares of the common stock (including treasury stock) of the Company.

C. "Company" means TALX Corporation, a Missouri corporation, or any successor thereto.

D. "Disability" means inability of a Participant to perform his or her duties as an Outside Director by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

E. "Fair Market Value," as of a given date, means the last price of the Common Stock as reported by the National Association of Securities Dealers Automated Quotation System on such given date or, if none, on the last day preceding such given date on which a sale of the Common Stock was so reported.

F. "Outside Director" means a person who is a member of the Board of Directors but who is not an employee of the Company or any subsidiary of the Company.

G. "Participant" means an Outside Director who is granted a stock option hereunder.

H. "Plan" means this TALX Corporation Outside Directors' Stock Option Plan.

SECTION III. STOCK

The total amount of stock which may be either granted or sold under this Plan shall not exceed 80,000 shares of the Company's Common Stock (as adjusted for the proposed 1-for-3.5 reverse stock split). If an option expires or is terminated or surrendered without having been fully exercised, the unpurchased shares of Common Stock subject to the option shall again be available for the purposes of this Plan.

SECTION IV. ELIGIBILITY

Stock options may be granted under the Plan only to Outside Directors.

SECTION V. STOCK OPTIONS

A. Grant of Options. Each Outside Director shall be granted an option to purchase 1,500 shares of Common Stock (as adjusted for the proposed 1-for-3.5 reverse stock split) on April 1 of each year.

B. Option Price. The purchase price of the Common Stock under each option granted hereunder shall be equal to one hundred percent (100%) of the Fair Market Value of the Common Stock at the time of the grant of the option.

C. Term and Exercise of Options. The term of each option shall be six (6) years from the date of granting thereof. Each option shall be exercisable in full on the first anniversary date of the granting thereof; provided, however, that except as provided in Subsection E of this Section, no option may be exercised at any time unless the Participant is then an Outside Director and has been so continuously since the granting of the option, and provided further, that in the event of a Change in Control (as hereinafter defined), the option holder will be entitled to purchase, at any time thereafter and during the term thereof, the entire number of shares to which the option relates.

The term "Change in Control" shall mean:

(i) The purchase or other acquisition by any person, entity or group of persons, within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the Exchange Act") (excluding, for this purpose, the Company or its subsidiaries or any employee benefit plan of the Company or its subsidiaries), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of the combined voting power of the Company's then-outstanding voting securities entitled to vote generally in the election of directors in any transaction or series of transactions; or

(ii) When individuals who, as of June 30, 1996, constitute the Board (the "Continuing Directors"), cease for any reason to constitute at least a majority of the Board, provided that any person who becomes a director subsequent to the date hereof whose election or nomination for election by the Company's shareholders, was approved in advance by a vote of at least three-quarters of the Continuing Directors (other than a nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of the Company, as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) shall be, for purposes of this Paragraph, considered as though such person were a Continuing Director; or

(iii) Approval by the stockholders of the Company of (a) a reorganization, merger or consolidation with respect to which persons who were stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 50% of the combined voting power of the voting securities entitled to vote generally in the election of directors of the reorganized, merged or consolidated corporation's then-outstanding voting securities, or (b) a liquidation or dissolution of the Company or of the sale of all or substantially all of the assets of the Company; or

(iv) Any other event that a majority of the Continuing Directors, in their sole discretion, shall determine constitutes a Change in Control.

D. Non-Transferability of Options. Each option granted under this Plan shall by its terms be non-transferable by the Participant other than by will or the laws of descent and distribution. An option may be exercised, during the lifetime of the Participant, only by the Participant.

E. Termination of Service. Any option not exercised prior to the termination of a Participant's service as a Director of the Company shall expire. Notwithstanding the foregoing:

1. If a Participant's employment is terminated by reason of death, the personal representative of the Participant may exercise any or all of the Participant's unexercised unexpired options provided such exercise occurs within twelve (12) months of the date of the Participant's death, but not after the term of the option;

2. If a Participant's service is terminated by reason of Disability, the Participant (or the personal representative of the Participant if the Participant has died) may exercise any or all of the Participant's unexercised unexpired options, provided such exercise is within twelve (12) months of the date of the Participant's termination but not after the term of the option; and

3. If a Participant's service is terminated following a Change in Control, the Participant may exercise any or all of the Participant's unexercised unexpired options, but not after the term of the option.

F. Payment of Option Price. The purchase price is to be paid in full upon the exercise of an option, either (1) in cash, (2) in shares of Common Stock having a Fair Market Value equal to the cash exercise price of the option being exercised, or (3) by any combination of the payment methods specified in clauses (1) and (2) hereof; provided, however, that (a) shares of Common Stock tendered in payment must be either shares owned by the Participant and registered in the Participant's name and may not include shares of Common Stock acquired by the Participant through exercise of an option granted less than six months prior to the date of exercise of the option being exercised. The proceeds received by the Company upon exercise of an option are to be added to the general funds of the Company, if cash, or to the shares of the Common Stock held in treasury, if shares of Common Stock, and used for the corporate purposes of the Company.

SECTION VI. EFFECT OF CHANGE IN STOCK

Notwithstanding any other provision in the Plan, if there is any change in the Common Stock of the Company by reason of stock dividends, spinoffs, split ups, recapitalizations, mergers, consolidations, reorganizations, combinations or exchanges of shares and the like (other than the proposed 1-for-3.5 reverse stock split), the number and class of shares available for grants of options and the number of shares subject to any outstanding options, and the price thereof, as applicable, shall be appropriately adjusted by the President of the Company.

SECTION VII. AMENDMENT OR TERMINATION

Unless this Plan shall theretofore have been terminated as hereinafter provided, this Plan shall terminate, and no stock option shall be granted hereunder, after ten (10) years from the date of its adoption by the Board of Directors. Any option outstanding at the termination of this Plan shall continue in full force and effect in accordance with its terms and shall not be affected by such termination of this Plan. The Board of Directors of the Company may, at any time prior to that date, terminate this Plan or make such modifications of the Plan as it may deem advisable; provided, however, that, if approval by shareholders of the Company of any amendment is required to comply with the requirements of Rule 16b-3 or other applicable requirement, such amendment shall be subject to stockholder approval.

VIII. WITHHOLDING

The Company, at the time any distribution is made under this Plan, whether in cash or in shares of stock, may withhold from such payment any amount necessary to satisfy any federal and state income tax withholding requirements with respect to such distribution. Such withholding may be in cash or in shares of stock.

IX. MISCELLANEOUS

A. Rights to Continued Service. Nothing in this Plan or in any option granted pursuant to this Plan shall confer on any individual any right to continue as an Outside Director.

B. Investment Undertakings. Until and unless the issuance of shares of Common Stock pursuant to this Plan shall have been registered pursuant to the Securities Act of 1933 and applicable state securities laws, each Participant acquiring shares of Common Stock under this Plan may be required, as a condition precedent to such issuance, to execute and deliver to the Company a letter or certificate containing such investment representations, agreements restricting sale (including, without limitation, provision for stop transfer orders and restrictive legend on stock certificates) and confirmation of other relevant facts to support any exemption from the registration requirements under the Securities Act of 1933 and such state securities laws on which the Company intends to rely, all as shall be deemed reasonably necessary by counsel for the Company and in such form as such counsel shall determine.

SECTION X. EFFECTIVENESS OF THE PLAN

The Plan will be effective upon adoption by the Board of Directors of the Company, subject, however, to its approval by the shareholders of the Company given within 12 months after the date the Plan is adopted by the Board of Directors, at a regular meeting of the shareholders or at a special meeting of the shareholders duly called and held for such purpose, or by written consent of the shareholders, and subject further to completion of the Company's initial public offering of its common stock within 12 months from the date the Plan is adopted by the Board of Directors.

The foregoing Plan was adopted by the Board of Directors of the Company on July 12, 1996, and approved by the shareholders of the Company on July 26, 1996.

TALX CORPORATION

By _____

EXHIBIT 10.5

AMENDMENT NO. 1 TO

TALX CORPORATION OUTSIDE DIRECTORS' STOCK OPTION PLAN

On May 15, 2001, the Compensation Committee of the Board of Directors reviewed and approved a special stock option award to Outside Directors of 1,000 shares effective May 1, 2001 at the closing price of the stock on that date and an adjustment to the annual award to 2,500 shares. The Board of Directors approved all recommendations of the Compensation Committee on May 15, 2001.

SECOND AMENDMENT TO TALX CORPORATION OUTSIDE DIRECTORS' STOCK OPTION PLAN

WHEREAS, TALX Corporation ("Company") adopted the TALX Corporation Outside Directors' Stock Option Plan ("Plan"); and

WHEREAS, the Company retained the right to amend the Plan pursuant to Section VII thereof; and

WHEREAS, the Company desires to amend the Plan to permit the award of restricted stock to outside directors of the Company;

NOW, THEREFORE, effective as of July 13, 2004, the Plan is amended as follows:

1. Section 2 G is revised to read as follows:

"Participant" means an Outside Director who is granted a stock option or restricted stock.

2. The following sentence is added at the end of Section III:

In addition to the foregoing, there shall also be available 50,000 shares of the Company's Common Stock for the grant of restricted stock. Any shares of restricted stock which are forfeited shall again be available for the grant of restricted stock.

3. Section IV is amended to read as follows:

Stock options and restricted stock may be granted under the Plan only to Outside Directors.

4. Sections VI through X are renumbered Sections VII through XI, respectively.

5. A new Section VI is added to read as follows:

SECTION VI. RESTRICTED STOCK

A. Grant of Restricted Stock. Upon the recommendation of the Compensation Committee of the Board of Directors, the Board of Directors may award Outside Directors a total of not more than 12,000 shares of restricted stock per year.

B. Vesting of Restricted Stock. A Participant who is awarded shares of restricted stock shall become vested in such stock in an amount equal to 1/3 the number of shares subject to such award for each year of service as an Outside Director following the award of such restricted stock with 100% vesting after 3 years of such service. Notwithstanding the foregoing, in the event of a Change in Control, or a Participant's termination of service as an Outside Director on account of death or Disability, the Participant (or the Participant's beneficiary if the Participant has died) shall become 100% vested in such shares of restricted stock.

C. Termination of Service. If a Participant who has been awarded restricted stock terminates service as an Outside Director for reasons other than death or Disability, he or she shall forfeit all shares of restricted stock not then vested.

6. The following is added at the end of Section XI:

The Second Amendment to the Plan was adopted on July 13, 2004 and shall become effective upon approval of the shareholders within one year after such adoption. If such approval is not given, the Second Amendment shall be void and of no further force or effect.
IN WITNESS WHEREOF, the foregoing Second Amendment was adopted on July 13, 2004.

TALX CORPORATION

By: /s/ WILLIAM W. CANFIELD

STOCK OPTION AGREEMENT
UNDER
TALX CORPORATION
OUTSIDE DIRECTORS' STOCK OPTION PLAN

THIS AGREEMENT, made this day of , 19 , by and between TALX Corporation, a Missouri corporation (hereinafter called the "Company"), and (hereinafter called "Optionee");

WITNESSETH THAT:

WHEREAS, the Board of Directors of the Company ("Board of Directors") has adopted the TALX Corporation Outside Directors' Stock Option Plan (the "Plan") pursuant to which options covering an aggregate of 80,000 shares (as adjusted for the 1 for 3.5 reverse stock split effective July, 1996) of the Common Stock of the Company may be granted to outside directors of the Company; and

WHEREAS, Optionee is now an outside director of the Company; and

WHEREAS, pursuant to the Plan the Company shall grant to Optionee the option to purchase 1500 shares of its stock under the terms of the Plan, which option will not qualify as an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended;

NOW THEREFORE, in consideration of the premises, and of the mutual agreements hereinafter set forth, it is covenanted and agreed as follows:

1. Grant Subject to Plan. This option is granted under and is expressly subject to, all the terms and provisions of the Plan, which terms are incorporated herein by reference.

2. Grant and Terms of Option. Pursuant to the terms of the Plan the Company hereby grants to Optionee the option to purchase all or any part of one thousand five hundred (1500) shares of the Common Stock of the Company, of the par value of $.01 per share ("Common Stock"), for a period of six (6) years from the date hereof, at the purchase price of $ per share; provided, however, that the right to exercise such option shall be, and is hereby, restricted so that no shares may be purchased during the first year of the term hereof; that at any time during the term of this option after the end of the first year of the term hereof Optionee may purchase up to 100% of the total number of shares to which this option relates. Provided, that if there is a Change in Control as defined in the Plan, Optionee may immediately purchase 100% of the total number of shares to which immediately purchase 100% of the total number of shares to which this option relates. In no event may this option or any part thereof be exercised after the expiration of six (6) years from the date hereof. The purchase price of the shares subject to the option may be paid for (i) in cash, (ii) by tender of shares of Common Stock already owned by Optionee, or (iii) by a combination of methods of payment specified in clauses (i) and (ii), all in accordance with Section V.F of the Plan.

3. Anti-Dilution Provisions. In the event that, during the term of this Agreement, there is any change in the number of shares of outstanding Common Stock of the Company by reason of stock dividends, recapitalizations, mergers, consolidations, split-offs, split-ups, combinations or exchanges of shares and the like, the number of shares covered by this option agreement and the price thereof shall be adjusted, to the same proportionate number of shares and price as in this original agreement.

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4. Investment Purpose. Optionee represents that, in the event of the exercise of the exercise by Optionee of the option hereby granted, or any part thereof, Optionee intends to purchase the shares acquired on such exercise for investment and not with a view to resale or other distribution; except that the Company, at its election, may waive or release this condition in the event the shares acquired on exercise of the option are registered under the Securities Act of 1933, or upon the happening of any other contingency which the Company shall determine warrants the waiver or release of this condition. Optionee agrees that the exercise of all or any part of this option, may bear a restrictive legend, if appropriate, indicating that the share have not been registered under said Act and are subject to restrictions on the transfer thereof, which legend may be in the following form (or such other form as the Company shall determine to be proper), to-wit:

"The shares represented by this certificate have not been registered under the Securities Act of 1933, but have been issued or transferred to the registered owner pursuant to the exemption afforded by Section 4(2) of said Act. No transfer or assignment of these shares by the registered owner shall be valid or effective, and the issuer of these shares shall not be required to give any effect to any transfer or attempted transfer of these shares, including without limitation, a transfer by operation of law, unless (a) the issuer shall have received an opinion of its counsel that the shares may be transferred without requirement of registration under said Act, or (b) there shall have been delivered to the issuer a 'no-action' letter from the staff of the Securities and Exchange Commission, or (c) the shares are registered under said Act."

5. Non-transferability. Neither the option hereby granted nor any rights thereunder or under this Agreement may be assigned, transferred or in any manner encumbered except by will or the laws of descent and distribution, and any attempted assignment, transfer, mortgage, pledge or encumbrance except as herein authorized, shall be void and of no effect. The option may be exercised during Optionee's lifetime only by Optionee.

6. Termination of Service as a Director. In the event of the termination of Optionee's service as a Director, the option may be exercised as provided in Section V.E. of the Plan.

7. Shares Issued on Exercise of Option. It is the intention of the Company that on any exercise of this option it will transfer to Optionee shares of its authorized but unissued stock or transfer Treasury shares, or utilize any combination of Treasury shares and authorized but unissued shares, to satisfy its obligations to deliver shares on any exercise hereof.

8. Option Not Intended As An Incentive Stock Option. The option granted hereunder is not intended to constitute an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its President pursuant to due authorization, and Optionee has signed this Agreement to evidence Optionee's acceptance of the option herein granted and of the terms hereof, all as of the date hereof.

TALX CORPORATION

By
Optionee _____

EXHIBIT 10.8

TALX CORPORATION
RESTRICTED STOCK AGREEMENT (EMPLOYEE)

THIS AGREEMENT, made as of the day of , by and between TALX Corporation, a Missouri corporation (hereinafter called the "Company"), and (hereinafter called the "Employee");

WITNESSETH THAT:

WHEREAS, the Board of Directors of the Company ("Board of Directors") desires to benefit the Company by increasing motivation on the part of the Employee, who is materially important to the Company, by creating an incentive to remain as an employee of the Company and to work to the very best of the Employee's abilities; and

WHEREAS, to further this purpose, the Company desires to make a restricted stock award to the Employee for ( ) shares under the terms of the TALX Corporation 2005 Omnibus Incentive Plan ("Plan"):

NOW, THEREFORE, in consideration of the premises, and of the mutual agreements hereinafter set forth, it is covenanted and agreed as follows:

1. Terms of Award. Pursuant to action of the Committee, which action was taken on , 2005 ("Date of Award"), the Company awards to the Employee ( ) shares of the common stock of the Company ("Common Stock"); provided, however, that the shares hereby awarded are nontransferable by the Employee during the period described below and are subject to the risk of forfeiture described below. Prior to the time shares become transferable, the shares of Restricted Stock shall bear a legend indicating their nontransferability, and, if the Employee terminates employment with the Company prior to the time a restriction lapses, the Employee shall forfeit any shares of Restricted Stock which are still subject to the restrictions at the time of termination of such service.

On the date ending one (1) year after the Date of Award, one-fifth of the shares of Restricted Stock shall become transferable by the Employee if the Employee is still an employee of the Company on such date, and has been continuously employed by the Company since the Date of Award; on the date ending two (2) years after the Date of the Award, an additional one-fifth of the shares of Restricted Stock shall become transferable by the Employee if the Employee is still an employee of the Company on such date, and has been continuously employed by the Company since the Date of Award; on the date ending three (3) years after the Date of the Award, an additional one-fifth of the shares of Restricted Stock shall become transferable by the Employee if the Employee is still an employee of the Company on such date, and has been continuously employed by the Company since the Date of Award; on the date ending four (4) years after the Date of the Award, an additional one-fifth of the shares of Restricted Stock shall become transferable by the Employee if the Employee is still an employee of the Company on such date, and has been continuously employed by the Company since the Date of Award; and on the date ending five (5) years after the Date of the Award, an additional one-fifth of the shares of Restricted Stock shall become transferable by the Employee if the Employee is still an employee of the Company on such date, and has been continuously employed by the Company since the Date of Award. Notwithstanding the foregoing, any shares of Restricted Stock which become transferable shall only become so vested in whole shares, and the Employee shall not be deemed vested in any fractional share. All of the shares of Restricted Stock which have not previously become transferable by the Employee shall be forfeited by the Employee on the date on which the Employee terminates employment with the Company.

Notwithstanding the foregoing, in the event of a Change of Control (as defined in the Plan), all previously granted shares of Restricted Stock not yet free of the restrictions of this Section 1 shall become immediately free of such restrictions.

2. Death or Disability of the Employee. In the event of the death or Disability (as defined in the Plan) of the Employee, all previously granted shares of Restricted Stock not yet free of the restrictions of Section 1 shall become immediately free of such restrictions. In the event of death, shares of Restricted Stock that become vested in accordance with this Section shall be distributed to the Employee's beneficiary designated by the Employee on such form and in such manner as may be prescribed by the Company or, if the Employee fails to designate a beneficiary in accordance with the foregoing, to the Employee's

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surviving spouse or, if there is no surviving spouse, in equal shares to the Employee's surviving children or, if there are no surviving children, to the Employee's estate.

3. Cost of Restricted Stock. The purchase price of the shares of Restricted Stock shall be the par value of such shares determined as of the Date of Award, the receipt and adequacy of which are hereby acknowledged. In the event any shares of Restricted Stock are forfeited, the allocable portion of the purchase price shall be refunded to the Employee.

4. Adjustments Upon Changes in Capitalization or Corporate Acquisitions. Notwithstanding any other provision in the Agreement, if there is any change in the outstanding Common Stock by reason of any stock dividend, stock split, reverse stock split, recapitalization, merger, consolidation, statutory share exchange, sale of all or substantially all assets, split-up combination or exchange of shares or the like, and in the event of any such change in the outstanding Common Stock, the number and class of shares of Common Stock under this award of Restricted Stock not yet vested shall be appropriately adjusted by the Committee, whose determination shall be conclusive.

5. No Right to Continued Service. Nothing in this Agreement shall be deemed to create any limitation or restriction on such rights as the Company otherwise would have to terminate the employment of the Employee.

6. Administration. This award has been made pursuant to a determination made by the Committee, and the Committee or any successor or substitute committee authorized by the Board of Directors or the Board of Directors itself, subject to the express terms of this Agreement, shall have plenary authority to interpret any provision of this Agreement and to make any determinations necessary or advisable for the administration of this Agreement and may waive or amend any provisions hereof in any manner not adversely affecting the rights granted to the Employee by the express terms hereof.

7. Shares. The shares of Restricted Stock described herein shall be granted in the form of shares registered in the name of the Employee but held by the Company until the restrictions on the award lapse, subject to forfeiture as provided herein. The Employee will be entitled to all dividends and distributions paid on or with respect to the shares of Restricted Stock, and the Employee will be entitled to instruct the Company how to vote the shares of Restricted Stock while subject to the restrictions herein. If the Employee forfeits any rights the Employee may have under this Agreement, the Employee will, on the day following the event of forfeiture, no longer have any rights as a shareholder with respect to the forfeited portion of the shares of Restricted Stock or any interest therein (or with respect to any shares not then vested), and the Employee will no longer be entitled to receive dividends and distributions with respect to those shares or vote (or instruct the Company how to vote) those shares of Restricted Stock as of any record date occurring thereafter.

8. Grant Subject to Plan. This award of Restricted Stock is granted under and is expressly subject to all the terms and provisions of the Plan, and the terms of the Plan are incorporated herein by reference. Terms not defined herein shall have the meaning ascribed thereto in the plan. THE EMPLOYEE HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE PLAN AND AGREES TO BE BOUND BY ALL THE TERMS AND PROVISIONS THEREOF.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf, and the Employee has, by receipt of this Agreement and acceptance of the benefits hereunder, accepted the terms hereof, all as of the date first above written.

TALX CORPORATION

By: _____

TALX CORPORATION
RESTRICTED STOCK AGREEMENT (OUTSIDE DIRECTOR)

THIS AGREEMENT, made as of the day of , by and between TALX Corporation, a Missouri corporation (hereinafter called the "Company"), and (hereinafter called the "Director");

WITNESSETH THAT:

WHEREAS, the Board of Directors of the Company ("Board of Directors") desires to benefit the Company by increasing motivation on the part of the Director, who is materially important to the Company, by creating an incentive to remain as a director of the Company and to work to the very best of the Director's abilities; and

WHEREAS, to further this purpose, the Company desires to make a restricted stock award to the Director for ( ) shares under the terms of the TALX Corporation 2005 Omnibus Incentive Plan ("Plan"):

NOW, THEREFORE, in consideration of the premises, and of the mutual agreements hereinafter set forth, it is covenanted and agreed as follows:

1. Terms of Award. Pursuant to action of the Committee, which action was taken on , 2005 ("Date of Award"), the Company awards to the Director ( ) shares of the common stock of the Company ("Common Stock"); provided, however, that the shares hereby awarded are nontransferable by the Director during the period described below and are subject to the risk of forfeiture described below. Prior to the time shares become transferable, the shares of Restricted Stock shall bear a legend indicating their nontransferability, and, if the Director terminates service as a director of the Company prior to the time a restriction lapses, the Director shall forfeit any shares of Restricted Stock which are still subject to the restrictions at the time of termination of such service.

On the date ending one (1) year after the Date of Award, one-third of the shares of Restricted Stock shall become transferable by the Director if the Director is still a director of the Company on such date, and has been continuously serving as such a director since the Date of Award; on the date ending two (2) years after the Date of the Award, an additional one-third of the shares of Restricted Stock shall become transferable by the Director if the Director is still a director of the Company on such date, and has been continuously serving as such a director since the Date of Award; and on the date ending three (3) years after the Date of the Award, an additional one-third of the shares of Restricted Stock shall become transferable by the Director if the Director is still a director of the Company on such date, and has been continuously serving as such a director since the Date of Award. Notwithstanding the foregoing, any shares of Restricted Stock which become transferable shall only become so vested in whole shares, and the Director shall not be deemed vested in any fractional share. All of the shares of Restricted Stock which have not previously become transferable by the Director shall be forfeited by the Director on the date on which the Director ceases serving as a director of the Company.

Notwithstanding the foregoing, in the event of a Change of Control (as defined in the Plan), all previously granted shares of Restricted Stock not yet free of the restrictions of this Section 1 shall become immediately free of such restrictions.

2. Death or Disability of the Director. In the event of the death or Disability (as defined in the Plan) of the Director, all previously granted shares of Restricted Stock not yet free of the restrictions of Section 1 shall become immediately free of such restrictions. In the event of death, shares of Restricted Stock that become vested in accordance with this Section shall be distributed to the Director's beneficiary designated by the Director on such form and in such manner as may be prescribed by the Company or, if the Director fails to designate a beneficiary in accordance with the foregoing, to the Director's surviving spouse or, if there is no surviving spouse, in equal shares to the Director's surviving children or, if there are no surviving children, to the Director's estate.

3. Cost of Restricted Stock. The purchase price of the shares of Restricted Stock shall be the par value of such shares determined as of the Date of Award, the receipt and adequacy of which are hereby

acknowledged. In the event any shares of Restricted Stock are forfeited, the allocable portion of the purchase price shall be refunded to the Director.

4. Adjustments Upon Changes in Capitalization or Corporate Acquisitions. Notwithstanding any other provision in the Agreement, if there is any change in the outstanding Common Stock by reason of any stock dividend, stock split, reverse stock split, recapitalization, merger, consolidation, statutory share exchange, sale of all or substantially all assets, split-up combination or exchange of shares or the like, and in the event of any such change in the outstanding Common Stock, the number and class of shares of Common Stock under this award of Restricted Stock not yet vested shall be appropriately adjusted by the Committee, whose determination shall be conclusive.

5. No Right to Continued Service. Nothing in this Agreement shall be deemed to create any limitation or restriction on such rights as the Company otherwise would have to terminate the service of the Director.

6. Administration. This award has been made pursuant to a determination made by the Committee, and the Committee or any successor or substitute committee authorized by the Board of Directors or the Board of Directors itself, subject to the express terms of this Agreement, shall have plenary authority to interpret any provision of this Agreement and to make any determinations necessary or advisable for the administration of this Agreement and may waive or amend any provisions hereof in any manner not adversely affecting the rights granted to the Director by the express terms hereof.

7. Shares. The shares of Restricted Stock described herein shall be granted in the form of shares registered in the name of the Director but held by the Company until the restrictions on the award lapse, subject to forfeiture as provided herein. The Director will be entitled to all dividends and distributions paid on or with respect to the shares of Restricted Stock, and the Director will be entitled to instruct the Company how to vote the shares of Restricted Stock while subject to the restrictions herein. If the Director forfeits any rights the Director may have under this Agreement, the Director will, on the day following the event of forfeiture, no longer have any rights as a shareholder with respect to the forfeited portion of the shares of Restricted Stock or any interest therein (or with respect to any shares not then vested), and the Director will no longer be entitled to receive dividends and distributions with respect to those shares or vote (or instruct the Company how to vote) those shares of Restricted Stock as of any record date occurring thereafter.

8. Grant Subject to Plan. This award of Restricted Stock is granted under and is expressly subject to all the terms and provisions of the Plan, and the terms of the Plan are incorporated herein by reference. Terms not defined herein shall have the meaning ascribed thereto in the Plan. THE DIRECTOR HEREBY ACKNOWLEDGES

RECEIPT OF A COPY OF THE PLAN AND AGREES TO BE BOUND BY ALL THE TERMS AND PROVISIONS THEREOF.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf, and the Director has, by receipt of this Agreement and acceptance of the benefits hereunder, accepted the terms hereof, all as of the date first above written.

TALX CORPORATION

By: _____

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is entered into as of the 1st day of September, 1996 by and between TALX Corporation, a Missouri corporation (the "Company"), and William W. Canfield ("Executive").

RECITALS

A. The Company desires to employ Executive as President and Chief Executive Officer and for Executive to serve as a Chairman of its Board of Directors.

B. In return for the compensation, bonuses and other consideration provided for herein, Executive has agreed to become President and Chief Executive Officer and Chairman of the Board of Directors of the Company pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the representations, warranties and covenants hereinafter, the parties hereto agree as follows (the "Agreement"):

1. Employment. At all times during the Employment Period (as hereinafter defined), Company shall employ Executive in the capacity of President and Chief Executive Officer. In such capacity, Executive shall devote his full time and professional efforts to such position, shall be assigned and undertake only such duties and tasks as are appropriate for a person in the position of President and Chief Executive Officer, and shall exercise such authority over all of Company's operations and employees as is customarily exercised by a President and Chief Executive Officer, subject to the overall supervision of the Board of Directors of the Company (the "Board").

2. Employment Period. The term of the Executive's employment under this Agreement shall commence on September 1, 1996 (the "Commencement Date") and shall expire, subject to earlier termination of employment as hereinafter provided, on August 31, 1999 (the "Employment Period"); provided, however, that on September 1, 1997 and each anniversary of such date, the Employment Period shall automatically be extended for an additional one year period unless prior thereto either party has given 90-days prior written notice to the other that such party does not wish to extend the term of this Agreement.

3. Compensation. Except as otherwise provided for herein, throughout the Employment Period the Company shall pay or provide Executive with the following, and Executive shall accept the same, as compensation for the performance of his undertakings and the services to be rendered by him throughout the Employment Period under this Agreement:

(a) Annual Compensation.

(i) Base Salary: $215,000 per year ("Base Amount"), to be reviewed annually for increases only by the Management Compensation Committee ("Compensation Committee") of the Company's Board of Directors as such Base Amount may not be reduced.

(ii) Annual Incentive Compensation Program: Executive will participate in an annual incentive compensation program the terms and conditions of which will have been reviewed by the Compensation Committee and upon the recommendation of such Compensation Committee will have been submitted to, and approved by, the Board.

(b) Benefits. Executive shall be entitled to participate in all benefit plans and other applicable programs, practices and arrangements maintained by the Company for its employees generally, to the extent that such plans, programs, practices and arrangements do not conflict with the terms of this Agreement.

4. Excise Tax Payments.

(a) Notwithstanding anything contained in this Agreement to the contrary, in the event that any payment (within the meaning of Section 280G(b)(2) of the Internal Revenue Code of 1986, as amended or replaced (the "Code")), or distribution to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise in connection with, or arising out of, his or her employment with the Company (a "Payment" or "Payments"), would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by the Executive with respect to such excise tax (such excise tax, interest and penalties collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by the Executive of all such taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments; provided, that the Executive shall not be entitled to receive any additional payment relating to any interest or penalties attributable to any action or omission by the Executive in bad faith.

(b) An initial determination shall be made by an accounting firm mutually agreeable to the Company and the Executive and, if not agreed to within three days after the Date of Termination, a national independent accounting firm selected by the Executive (the "Accounting Firm"), as to whether a Gross-Up Payment is required pursuant to this Section 4 and the amount of such Gross-Up Payment. To permit the Accounting Firm to make the initial determination, the Company shall furnish the Accounting Firm with all information reasonably required for such firm to complete such determination as soon as practicable after the Date of Termination, but in no event more than fifteen (15) days thereafter. All fees, costs and expenses (including, but not limited to, the cost of retaining experts) of the Accounting Firm shall be borne by the Company and the Company shall pay such fees, costs and expenses as they become due. The Accounting Firm shall provide detailed supporting calculations, reasonably acceptable both to the Company and the Executive within thirty (30) days of the Date of Termination, if applicable, or such other time as requested by the Company or by the Executive (provided the Executive reasonably believes that any of the Payments may be subject to the Excise Tax). The Gross-Up Payment, if any, as determined pursuant to this Section 4(b) shall be paid by the Company to the Executive within five (5) business days of the receipt of the Accounting Firm's determination. If the Accounting Firm determines that no Excise Tax is payable by the Executive with respect to a Payment or Payments, it shall furnish the Executive with an opinion reasonably satisfactory to the Executive that no Excise Tax will be imposed with respect to any such Payment or Payments. Any such initial determination by the Accounting Firm of the Gross-Up Payment shall be binding upon the Company and the Executive subject to the application of Section 4(c).

(c) As a result of the uncertainty in the application of Sections 4999 and 280G of the Code, it is possible that a Gross-Up Payment (or a portion thereof) will be paid which should not have been paid (an "Overpayment") or a Gross-Up Payment (or a portion thereof) which should have been paid will not have been paid (an "Underpayment"). An Underpayment shall be deemed to have occurred upon a "Final Determination" (as hereinafter defined) that the tax liability of the Executive (whether in respect of the then current taxable year of the Executive or in respect of any prior taxable year of the Executive) will be increased by reason of the imposition of the Excise Tax on a Payment or Payments with respect to which the Company has failed to make a sufficient Gross-Up Payment. An Overpayment shall be deemed to have occurred upon a "Final Determination" (as hereinafter defined) that the Excise Tax shall not be imposed (or shall be reduced) upon a Payment or Payments with respect to which the Executive had previously received a Gross-Up Payment. A Final Determination shall be deemed to have occurred

when (i) in the case of an Overpayment, the Executive has received from the applicable governmental taxing authority a refund of taxes or other reduction in his or her tax liability imposed as a result of a Payment or, in the case of an Underpayment, the Executive receives notice from a competent governmental authority that his or her tax liability imposed as a result of a Payment will be increased, and (ii) in the case of an Overpayment or an Underpayment, upon either (x) the date a determination is made by, or an agreement is entered into with, the applicable governmental taxing authority which finally and conclusively binds the Executive and such taxing authority, or in the event that a claim is brought before a court of competent jurisdiction, the date upon which a final determination has been made by such court and either all appeals have been taken and finally resolved or the time for all appeals has expired or (y) the statute of limitations with respect to the Executive's applicable tax return has expired. If an Underpayment occurs, the Executive shall promptly notify the Company and the Company shall promptly pay to the Executive an additional Gross-Up Payment equal to the amount of the Underpayment plus any interest and penalties imposed on the Underpayment (other than interest and penalties attributable to any action or omission by the Executive in bad faith). If an Overpayment occurs, the amount of the Overpayment shall be treated as a loan by the Company to the Executive and the Executive shall, within ten (10) business days of the occurrence of such Overpayment, pay the Company the amount of the Overpayment, without interest.

(d) Notwithstanding anything contained in this Agreement to the contrary, in the event it is determined that an Excise Tax will be imposed on any Payment or Payments, the Company shall pay to the applicable governmental taxing authorities as Excise Tax withholding, the amount of the Excise Tax that the Company has actually withheld from the Payment or Payments.

5. Expenses. During the Employment Period, the Company shall promptly pay or reimburse Executive for all reasonable out-of-pocket expenses incurred by Executive in the performance of duties hereunder in accordance with the Company's policies and procedures then in effect.

6. Conditions of Employment. Throughout the Employment Period, (a) the Company shall not require or assign duties to Executive which would require him to have the location of his principal business office or his principal place of residence other than the County of St. Louis, Missouri, and (b) the Company shall not require or assign duties to Executive which would require him to spend more than ninety (90) consecutive days away from his office during, any consecutive twelve-month period.

7. Termination.

(a) In addition to the termination rights in Section 2 of this Agreement, this Agreement shall terminate upon the following circumstances:

(i) At any time at the election of Company for Cause. "Cause" for this purpose shall mean (1) Executive commits a material breach of this Agreement which has not been cured within 10 days of written notice from the Company that such material breach has occurred; (2) Executive commits a crime against moral turpitude, including, without limitation, committing an act of fraud, dishonesty, disclosure of confidential information or the commission of a felony, or direct and deliberate acts constituting a breach of trust to Company; (3) Executive willfully violates the provisions of this Agreement, including, without limitation, willfully or continuously refusing to perform the duties reasonably assigned to him by the Board which are consistent with the provisions of this Agreement; or (4) Executive willfully engages in conduct that damages the Company's business or reputation or materially injures the Company.

(ii) At any time at the election of Executive for Good Reason. "Good Reason" for this purpose shall mean (1) a material breach of this Agreement by the Company which has not been cured within 10 days of written notice from Executive that such material breach has occurred; (2) the reduction of salary, benefits or other perquisites provided to Executive under this Agreement; (3) failure by the Company to

obtain a successor's commitment to perform the Company's obligations under this Agreement; or (4) the Company providing written notice to Executive pursuant to Section 2 hereof that it does not wish to extend the term of this Agreement.

(iii) Executive's death or his being unable to render the services required to be rendered by him during the Employment Period for a period of one hundred eighty (180) days during any twelve-month period ("Disability").

(b) In the event the Company or Executive intend to terminate this Agreement for Cause or Good Reason, respectively, such termination may only be accomplished upon compliance with the following procedures:

(i) The party seeking to terminate this Agreement (the "Notifying Party") shall provide the other (the "Defaulting Party") with written notice of its or his belief that Cause or Good Reason, as the case may be, exists. The parties shall for a period of 30 days from the date of such notice attempt to resolve to their mutual satisfaction whether or not Cause or Good Reason exists, and, if so, the rights and obligations of the parties.

(ii) In the event the parties are unable to reach a mutually acceptable resolution during such 30-day period, the Notifying Party shall afford the Defaulting Party an additional 10 days or such longer period as the Notifying Party in its or his sole discretion may determine to cure the alleged breach.

(iii) In the event the Defaulting Party does not cure the breach during the 10-day period, the Notifying Party shall be required to institute an arbitration proceeding to determine whether Cause or Good Reason existed and has not been cured in accordance with Section 18 herein.

(iv) This Agreement shall be terminated as of the date when the Notifying Party institutes an arbitration proceeding in accordance with subsection (iii) preceding; provided, however, that in the event Good Reason exists as a result of the application of Section 7(a)(ii)(4), no further employment services will be required or expected of Executive and Executive and Company will coordinate the timing and press releases, if any, of his departure. The sole decision of the arbitrator in such proceeding shall be to determine whether Cause (if initiated by Company) or Good Reason (if initiated by Executive) exists. Thereafter, the obligations of the parties to each other shall be determined by applying the decision of the arbitrator(s) in accordance with Exhibit A hereto.

(v) In the event the Company does not prevail in any such proceeding initiated by it for Cause, Executive's termination shall be deemed to have occurred for Good Reason. In the event Executive does not prevail in any such proceeding initiated by him for Good Reason, Executive shall be considered as having voluntarily terminated employment other than for Good Reason, and his rights under this Agreement shall be determined as if he had been terminated by Company for Cause.

(c) Upon expiration or termination of this Agreement under Section 2 or Section 7 herein, Executive shall be entitled to receive compensation and other benefits provided for herein in accordance with Exhibit A hereto. The parties agree that, in the event of termination by Executive for Good Reason under Section 7, such payments and benefits shall be deemed to constitute liquidated damages for the breach of this Agreement by Company.

8. Change of Control.

(a) If (i) Executive terminates his employment for Good Reason during the period commencing with the date of a Change of Control (as hereinafter defined) and ending twelve months following the Change of Control (the "Change of Control Period"), (ii) the Company terminates Executive's employment without Cause during the Change of Control Period, or (iii) Company terminates Executive's employment without Cause within six months prior to a Change of Control and Executive can reasonably

demonstrate that such termination was in connection with or in anticipation of a Change of Control, the Executive shall be entitled to receive compensation and other benefits ("Change of Control Payments") described on Exhibit A under the column heading "Related to Change of Control" and such Change of Control Payments shall be in lieu of any other payments described in Section 7 herein. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall relieve Employer of its obligation of providing Employee with all retirement and deferred compensation benefits in accordance with the terms of all retirement and deferred compensation plans in which Employee participates.

(b) The term "Change of Control" shall mean a change of control of a nature that would be required to be reported in response to Item 1(a) of the Current Report on Form 8-K, as in effect on the date hereof, pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 ("Exchange Act"), or any comparable successor provisions. Without limiting the foregoing, a "Change of Control" also means for purposes of this Agreement, regardless of its meaning under the provisions of the Exchange Act:

(i) The purchase or other acquisition (other than from the Company) by any person, entity or group of persons, within the meaning of Section 13(d) or 14(d) of the Exchange Act (excluding, for this purpose, the Company or its subsidiaries or any employee benefit plan of the Company or its subsidiaries), of beneficial ownership, (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 25% or more of either the then outstanding shares of common stock or the combined voting power of the Company's then outstanding voting securities entitled to vote in the election of directors; or

(ii) Individuals who, as of the date hereof, constitute the Board of Directors of the Company (as of the date hereof, the "Incumbent Board") cease for any reason to constitute at least two-thirds of the Board, provided that any person (other than a person whose election or nomination or whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of directors of the Company, as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) who becomes a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least three-quarters of the directors then comprising the Incumbent Board shall be, for purposes of this Agreement, considered as though such person were a member of the Incumbent Board; or

(iii) Approval by the shareholders of the Company of a reorganization, merger, or consolidation, in each case, with respect to which persons who were the shareholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 50% of the combined power entitled to vote generally in the election of directors of the reorganized, merged or consolidated company's then outstanding voting securities or a liquidation or dissolution of the Company or of the sale of all or substantially all of the assets of the Company.

9. Non-Competition Agreement. Executive acknowledges, agrees and recognizes that (i) the Company has spent substantial money, time and effort over the years in developing and solidifying its relationships with its customers and in developing its confidential, proprietary and trade secret information; (ii) long-term customer relationships often can be difficult to develop and require a significant investment of time, effort and expense; (iii) the Company pays its employees to, among other things, develop and preserve the Company's business, confidential and trade secret information, customer goodwill, customer loyalty and customer contacts for and on behalf of the Company; and (iv) the Company is hereby agreeing to hire Executive and pay Executive based upon Executive's assurances and promises contained herein not to divert the Executive's customers' goodwill or to put himself in a position during or following the term of this Agreement in which the confidentiality of the Company's information might somehow be compromised. Executive agrees that during his employment by the Company and for the Restricted Period (as defined below), Executive will not as an individual or as a partner, employee, agent, advisor, consultant or in any other capacity of or to any person, firm, corporation or other entity, on Executive's own behalf or on behalf of any other person, firm corporation or entity, directly or indirectly:

(a) carry on any business, become involved in any business activity, or render any products or services to any business, competitive with the business of the Company or any of its subsidiaries, affiliates or related companies as such business or businesses are presently conducted and as such business or businesses may evolve in the ordinary course during the Employment Period anywhere in the United States or in any other jurisdiction in which the Company shall conduct business during the Employment Period;

(b) provide any products or services similar to or related to those products or services which the Company or any of its subsidiaries, affiliates or related companies provide;

(c) knowingly and intentionally hire, or assist anyone else to hire, any employee or distributor of the Company or seek to persuade, or assist anyone else to seek to persuade, any employee or distributor of the Company to discontinue his or her employment with the Company or business relationship with the Company, as the case may be;

(d) knowingly and intentionally induce or attempt to induce, or assist anyone else to induce or attempt to induce, any customer of the Company to reduce or discontinue its business with the Company or disclose to anyone else the name and/or requirements of any such customer; or

(e) knowingly and intentionally interfere with any relationships between the Company and its vendors, customers, strategic partners, distributors or other persons with whom the Company has business relations.

The "Restricted Period" shall during the term of the Executive's employment with the Company, and for a period of one year after the termination of such employment for whatever reason.

Executive expressly agrees that the covenants set forth in this Section 9 are reasonable and enforceable because, among other things, (i) the nature of the markets in which the Company's products or services are marketed and sold;
(ii) the Executive will be exposed or have access to confidential information;
(iii) the Company would not have adequate protection if Executive were permitted to work for any of its competitors since the Company would be unable to verify whether its confidential information was being disclosed and/or misused, and
(iv) Executive's other businesses and background which are such that the restraint will not impose any undue hardships upon Executive. Furthermore, Executive recognizes and agrees that the restraints contained in this Section 9 are reasonable and enforceable in view of the Company's legitimate interests in protecting its confidential information and customer goodwill and the limitations contained therein on the duration and geographic scope of, and activities prohibited by, such restraints.

10. Confidential Information.

(a) Without the express written consent of the Company, Executive agrees, during the term of this Agreement and thereafter (including after the termination of this Agreement for any reason) to keep secret and confidential, and not to use or disclose to any third parties, any of the Company's and/or its clients/customers' proprietary trade secret information or other confidential information acquired by or disclosed to the Executive prior to, during the course of, or in connection with, this Agreement.

(b) The Company and its clients/customers consider and treat as confidential, proprietary and trade secret, among other things, their respective marketing data, plans and strategies, internal financial information, customer lists, costs, margins, pricing and policies, component sourcing and supply information, planning methods, systems, processes, computer software (whether in object code, source code, applications, machine readable form, printouts, or human readable form), computer programs and

documentation, computer hardware designs and configurations, systems, research and development

plans and activities, ideas, drawings, photographs, models, prototypes, developments, constructions, computer firmware, videotapes (including, but not limited to, original, work and/or finished master tapes), manufacturing methods and techniques, quality control procedures and methods, investigations, engineering, test methods and data, technical data, security methods and procedures, designs, plans and specifications, and actual and potential applications thereof, business acquisition and expansion plans, product applications, information provided to the Company in confidence by its clients and third parties, and the like (collectively the "Confidential Information"), and Executive agrees to treat any and all such information as secret, confidential and proprietary to the Company and/or, as applicable, its customers/clients. Executive understands that confidential information may or may not be labeled as "confidential" and will treat all information as confidential whether or not labeled as such. Confidential information shall not include information which (i) was already available to the general public at the time of receipt by Executive, (ii) subsequently becomes known to the general public through no fault or admission of Executive, (iii) is subsequently disclosed by a third party which has the bona fide right to make such disclosure; or (iv) is required to be disclosed by law or by any court or authority.

(c) Executive acknowledges that any and all notes, records, sketches, computer diskettes, programs, and other documents or things obtained by or provided to Executive, or otherwise made, produced, generated or compiled during the course of Executive's employment by the Company, which contain any of the Company's Confidential Information, regardless of the type of medium in which it is preserved, are and shall remain the sole and exclusive property of the Company and shall be surrendered by Executive to the Company upon the termination of this Agreement and/or upon the request or demand of the Company.

11. Effect of Breach of Sections 9 or 10. So long as any stock options held by the Executive shall not be vested or shall not have been exercised, the exercise of such stock options shall each be subject to Executive's full compliance with the terms and conditions of Section 9 (which shall continue to apply for this purpose) and Section 10 herein; provided, however, that any such breach will not have any effect on stock options exercised prior to the date of such breach. Notwithstanding any other provision is this Agreement, Executive further agrees that a breach of Sections 9 or 10 cannot adequately be compensated by money damages and, therefore, Company shall be entitled, in addition to any other right or remedy available to it (including, but not limited to, an action for damages), to an injunction restraining such breach or a threatened breach and to specific performance of either such provision, and Executive hereby consents to the issuance of such injunction and to the ordering of specific performance.

12. Legal Expenses. The Company shall pay to Executive all out-of-pocket expenses, including reasonable attorneys' fees, incurred by Executive in connection with any claim or legal action or proceeding brought under or involving this Agreement, whether brought by Executive or by or on behalf of the Company or by another party; provided, however, the Company shall not be obligated to pay to Executive out-of-pocket expenses, including attorneys' fees, incurred by Executive in any claim or legal action or proceeding involving Sections 7, 8, 9, 10 or 11 of this Agreement if Company prevails in such litigation or arbitration.

13. No Mitigation. The Executive shall not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise and no such payment shall be offset or reduced by the amount of any compensation or benefits provided to Executive in any subsequent employment.

14. Notices. All notices required or permitted under this Agreement shall be in writing, may be made by personal delivery or facsimile transmission, effective on the day of such delivery or receipt of such transmission, or may be mailed by registered or certified mail, effective five (5) days after the date of mailing, addressed as follows:

to Company:	TALX Corporation 1850 Borman Court St. Louis, Missouri 63146 Attention: John E. Tubbesing Executive Vice President Facsimile number: (314) 434-5176
to Executive:	William W. Canfield 620 N. Taylor St. Louis, Missouri 63122

or such other person or address as designated in writing to Executive at his last known residence address or to such other addresses as designated by him in writing to Company.

15. Successors. This Agreement may not be assigned by the Company (other than by merger or operation of law) without the express written consent of Executive, and the obligations of the Company provided for in this Agreement shall be binding legal obligations of any successor to the Company or the principal business of Company by purchase, merger, consolidation, or otherwise. This Agreement may not be assigned by Executive during his life, and upon his death will be binding upon and inure to the benefit of his heirs, legatees and the legal representatives of his estate.

16. Waiver, Modification and Interpretation. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by Executive and an appropriate officer of the Company empowered to sign same by the Board of Directors of the Company. No waiver by either party at any time of any breach by the party of, or compliance with, any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or at any prior to subsequent time. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri.

17. Invalidity of Provisions. In the event that any provision of this Agreement is adjudicated to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such adjudication shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is adjudicated to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited to the extent required by applicable law and enforced as so limited. The parties expressly acknowledge and agree that this Section 18 is reasonable in view of the parties' respective interests.

18. Arbitration

(a) Scope; Initiation. Resolution of any and all disputes arising from or in connection with this Agreement, whether based on contract, tort, statute or otherwise, including disputes over arbitrability and disputes in connection with claims by third persons ("Disputes") shall be exclusively governed by and settled in accordance with the provisions of this Section 18. Either party to this Agreement (each a "Party" and together the "Parties") may commence proceedings hereunder by delivery of written notice providing a reasonable description of the Dispute to the other, including a reference to this Section 18 (the "Dispute Notice").

(b) Negotiations Between Parties. The Parties shall first attempt in good faith to resolve promptly any Dispute by good faith negotiations. Not later than three (3) business days after delivery of the Dispute Notice, the Company shall appoint an executive to meet with the Executive or his or her representative at a reasonably acceptable time and place, and thereafter as such representatives deem reasonably

necessary. The Parties shall exchange relevant non-privileged information and endeavor to resolve the Dispute. Prior to any such meeting, each Party or representative shall advise the other as to any other individuals who will attend such meeting. All negotiations pursuant to this Section 18(b) shall be confidential and shall be treated as compromise negotiations for purposes of Rule 408 of the Federal Rules of Evidence and similarly under other federal and state rules of evidence.

(c) Binding Arbitration. The Parties hereby agree to submit all Disputes to arbitration under the following provisions, which arbitration shall be final and binding upon the Parties, their successors and assigns, and that the following provisions constitute a binding arbitration clause under applicable law.

(i) Either Party may initiate arbitration of a Dispute by delivery of a demand therefor (the "Arbitration Demand") to the other Party not sooner than five (5) business days after the date of delivery of the Dispute Notice but at any time thereafter.

(ii) The arbitration shall be conducted in the County of St. Louis, Missouri, by three arbitrators (acting by majority vote, the "Panel") selected by agreement of the Parties not later than 10 days after delivery of the Arbitration Demand or, failing such agreement, appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association, as amended from time to time (the "AAA Rules"). If an arbitrator becomes unable to serve, his or her successor(s) shall be similarly selected or appointed.

(iii) The arbitration shall be conducted pursuant to the Federal Arbitration Act and the Missouri Uniform Arbitration Act, such procedures as the Parties may agree or, in the absence of or failing such agreement, pursuant to the AAA Rules. Notwithstanding the foregoing: (w) each party shall be allowed to conduct discovery through written requests for information, document requests, requests for stipulations of fact, and depositions; (x) the nature and extent of such discovery shall be determined by the Panel, taking into account the needs of the Parties and the desirability of making discovery expeditious and cost-effective; (y) the Panel may issue orders to protect the confidentiality of information, to be disclosed in discovery; and (z) the Panel's discovery rulings may be enforced in any court of competent jurisdiction.

(iv) All hearings shall be conducted on an expedited schedule, and all proceedings shall be confidential. Either Party may at its expense make a stenographic record thereof.

(v) The Panel shall complete all hearings not later than twenty (20) days after selection or appointment, and shall make a final award not later than ten (10) days thereafter. The award shall be in writing and shall specify the factual and legal bases for the award, and shall include a determination as to whether any claim by the Executive of Good Reason was manifestly unreasonable for purposes of the second-to-last sentence of Section 5. Notwithstanding anything contained in Section 8, in circumstances where a Dispute has been asserted by the Executive or defended against by the Executive on grounds that the Panel deems manifestly unreasonable (whether related to a claim of Good Reason or otherwise), the Panel may assess all or part of the costs and expenses of the arbitration, including the Panel's fees and expenses and fees and expenses of experts and legal counsel ("Arbitration Costs"), against the Executive and may include in the award the Executive's and the Company's attorney's fees and expenses in connection with any and all proceedings under this Section 18. Notwithstanding the foregoing, in no event may the Panel award multiple, punitive or exemplary damages to either party.

(d) Confidentiality - Notice. Each Party shall notify the other promptly, and in any event prior to disclosure to any third person, if it receives any request for access to confidential information or proceedings hereunder.

(e) Injunctions. However, notwithstanding anything else in this Section 18, the Company shall be entitled to seek a restraining order or injunction in any court of competent jurisdiction to prevent any continuation of any violation of this Agreement, and the Executive hereby consents that such restraining

order or injunction may be granted without the necessity of the Company posting any bond. The expense of such arbitration shall be borne by the Company.

19. Headings. The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

20. Entire Agreement. This Agreement (together with the Exhibit hereto) constitutes the entire agreement between the parties, supersedes in all respects any prior agreement between Company and Executive and may not be changed except by a writing duly executed and delivered by Company and Executive in the same manner as this Agreement; provided however, that the terms of any securities of the Company (or any options, warrants or other securities convertible into, or exchangeable or exercisable for, securities of the Company), which are held by the Executive shall be governed by the agreements entered into upon issuance of such securities (or such options, warrants or other securities convertible into, or exchangeable or exercisable for, securities of the Company).

21. Counterparts. Company and Executive may execute this Agreement in any number of counterparts, each of which shall be deemed to be an original but all of which shall constitute but one instrument. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

TALX CORPORATION

By: John E. Tubbesing Executive Vice President

Executive

William W. Canfield

Exhibit A

EFFECT OF AGREEMENT TERMINATION

REASON FOR TERMINATION

TYPE OF COMPENSATION /BENEFIT	NORMAL EXPIRATION DATE OF AGREEMENT OR RENEWAL PERIOD	BY EXECUTIVE FOR "GOOD REASON"	BY EMPLOYER FOR "CAUSE"	RELATED TO CHANGE OF CONTROL	DEATH OR DISABILITY (AS DEFINED IN AGREEMENT)
Base Salary	Payable through end of Employment Period (as defined in Agreement)	Receives Base Amount (as defined in the Agreement) for the three year period commencing on the Executive's early termination date (the "Continuation Period"), payable ratably over such Continuation Period.	Payable through date of early termination.	Receives $1 less than an amount equal to three times the average annual compensation received by Mr. Canfield from the Company reported on his Form W-2 for the five calendar years preceding the calendar year of the Change of Control, payable in one lump sum cash payment.	Payable through end of month in which death or disability occurs.
Annual Incentive Compensation Program	Payable through Employment Period; amount recommended by Compensation Committee based on Company's and Executive's performance.	Receives targeted incentive compensation (based on estimated targeted incentive compensation for year of termination) for the Continuation Period, payable over the Continuation Period.	Amount determined by Compensation Committee in its sole discretion; would likely be zero.	None	Amount earned (recommended by the Compensation Committee based on the Company's and Executive's performance for the year in which death or disability occurs) will be prorated.
Other Employee Benefits (excluding any benefits related to securities of the Company or options, warrants or convertible into or exercisable or exchangeable for securities of the Company)	Continue through end of Employment Period, subject to legal and contractual rights in plans to convert or extend coverages.	Continue through end of Continuation Period, subject to legal and contractual rights in plans to convert or extend coverages.	Continue through date of early termination, subject to legal and contractual rights in plans to convert or extend coverages.	Executive's medical, dental and vision insurance shall be continued through the Continuation Period, subject to legal and contractual rights in plans to convert or extend coverages; provided, further, if extension of such insurance coverage is not permitted, the Company shall pay the premiums for a new similar health insurance plan which would allow coverage of the Executive through the Continuation Period.	Continue through end of month in which death or disability occurs, subject to legal and contractual rights to convert or extend coverages.

Date: February 1, 2007

Re: Modification of Employment Agreement

To: William W. Canfield:

Certain modifications to the Employment Agreement by and between you and TALX Corporation, dated September 1, 1996, ("Employment Agreement") are necessary in order for you to avoid the adverse tax consequences and penalties associated with noncompliance with the nonqualified deferred compensation rules under Section 409A of the Internal Revenue Code of 1986, as amended ("Code") and the regulations promulgated thereunder. This letter will modify your Employment Agreement as follows:

1. Unless your Employment Agreement specifies a fixed date for the payment of any severance benefits, such benefits shall be paid on the date of your termination of employment from the Company. If the severance payment is to be made over a period of time, such payments shall be made at regular intervals coinciding with the Company's regular payroll practice, with the first such payment to be made with respect to the first payroll period immediately following your termination of employment.

2. In all cases in which amounts are payable upon a fixed date, payment is deemed to be made upon the fixed date if the payment is made on such date or a later date within the same calendar year or, if later, by the 15th day of the third calendar month following the specified date.

3. Notwithstanding anything herein to the contrary, in the event you are determined to be a "Specified Employee" as defined in Code Section 409A and the regulations promulgated thereunder and you become entitled to any severance payments under your Employment Agreement due to your termination of employment for any reason other than death or disability, commencement of such severance benefits shall, to the extent necessary to avoid adverse consequences under Code Section 409A occur as follows:

    (a) Any benefits otherwise payable within the first six months of your termination of employment shall be delayed. On the first business day of the seventh month immediately following the date of your termination of employment, payment of the aggregate amount of the delayed cash payments shall be paid in a lump sum, plus interest.

    (b) With respect to the continuation of any Company-paid employee benefits (or premiums paid by the Company for similar coverage) beyond your date of termination, you must pay the cost of such coverage for the first six (6) months following your termination of employment. You shall be reimbursed for such amounts with interest in a lump sum payment on the first business day of the seventh month following your termination of employment.

    (c) Reimbursement of any out-of-pocket expenses related to outplacement services shall be made in a lump sum on the first day of the seventh month following your termination of employment.

4. Payment of any Gross-Up Payment specified in your Employment Agreement shall, subject to Paragraph 3 above, be made as follows:

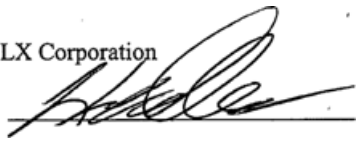
    (a) With respect to the Gross-Up Payment for any anticipated Excise Tax calculated at the time of your termination of employment, payment shall be made on the fifth business day immediately following the determination of the amount of your anticipated Excise Tax liability.

    (b) If the amount of your anticipated Excise Tax liability as determined at the time of your termination results in a Gross-Up Payment insufficient to satisfy your actual Excise Tax liability, payment of any additional Gross-Up Payment to reconcile such deficiency shall be made in the third calendar year following the calendar year in which your termination of employment occurs unless such Gross-Up Payment can be paid within sixty (60) days after the end of the calendar year in which your termination of employment occurs.

The Company intends for your Employment Agreement to be administered in compliance with Code Section 409A and the regulations promulgated thereunder. Accordingly, your Employment Agreement may be further modified to the extent necessary for you to avoid any adverse tax consequences, retroactively if necessary. Please confirm your

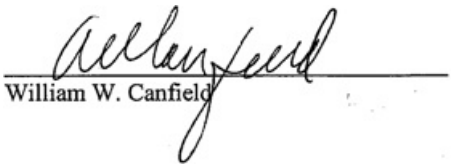
acceptance of these modifications to your Employment Agreement by signing below and returning one copy to corporate Human Resources.

TALX Corporation



By: L. Keith Graves
Senior Vice President and CFO

BY SIGNING THIS MODIFICATION OF THE EMPLOYMENT AGREEMENT, I AM ACKNOWLEDGING THAT I (A) HAVE RECEIVED A COPY OF THIS MODIFICATION TO THE EMPLOYMENT AGREEMENT FOR REVIEW AND STUDY BEFORE SIGNING IT; (B) HAVE READ THIS MODIFICATION TO THE EMPLOYMENT AGREEMENT CAREFULLY BEFORE SIGNING IT; (C) HAVE HAD SUFFICIENT OPPORTUNITY BEFORE SIGNING THIS MODIFICATION TO THE EMPLOYMENT AGREEMENT TO ASK ANY QUESTIONS; AND (D) UNDERSTAND MY RIGHTS AND OBLIGATIONS UNDER THIS MODIFICATION TO THE EMPLOYMENT AGREEMENT. I UNDERSTAND THAT THE EMPLOYMENT AGREEMENT WHICH IS AMENDED BY THIS MODIFICATION CONTAINS A BINDING ARBITRATION PROVISION THAT CAN BE ENFORCED BY THE PARTIES. ACCEPTED AND AGREED THIS 1ST DAY OF FEBRUARY, 2007.



William W. Canfield

FIRST AMENDMENT TO AND COMPLETE RESTATEMENT 0F SPLIT-DOLLAR AGREEMENTS AND RELATED INSURANCE AGREEMENTS DATED APRIL 7, 1995 AS AMENDED BY COMPLETE RESTATEMENT THEREOF DATED OCTOBER 30, 1998

WHEREAS, TALX CORPORATION, a corporation with its offices and place of business in the State of Missouri (hereinafter referred to as "TALX"), WILLIAM W. CANFIELD, an individual residing in the State of Missouri (hereinafter referred to as the "Employee"), and THOMAS M. CANFIELD and JAMES W. CANFIELD, Trustees of the Canfield Family Irrevocable Insurance Trust U/A March 31, 1993 (hereinafter referred to collectively as the "Owner") entered into agreements effective as of April 7, 1995, as amended by subsequent amendments thereof, and by complete restatement thereof dated October 30, 1998;

WHEREAS, the parties wish to completely restate the Agreement as it applies to policies of life insurance (hereinafter referred to as the "Policy" or "Policies" as applicable) insuring the life of the Employee, and, as to certain Policies, insuring the lives of the Employee and his wife, SALLY M. CANFIELD (Employee and his wife hereinafter referred to as an "Insured" or as the "Insureds" as applicable), in order to incorporate an additional Policy, effective as of January 1, 1999; such Policy is more fully described in Exhibit A attached hereto and by this reference made a part hereof:

Policy # G1602171, issued by AETNA LIFE INSURANCE AND ANNUITY COMPANY; and

WHEREAS, TALX wishes to have Policy # G1602171 collaterally assigned to it by the Owner, in order to secure the repayment of the amounts which it will pay toward the premiums on the Policies; and

NOW, THEREFORE, in consideration of the premises and of the mutual promises contained herein, the parties hereto agree as follows:

1. ISSUANCE OF POLICIES. The Policies have heretofore been issued; the parties hereto agree that they have taken all necessary action to cause the Policies to conform to the provisions of this Agreement. The parties hereto agree that the Policies shall be subject to the terms and conditions of this Agreement and of the collateral assignments where applicable, filed with the Insurer relating to the Policies.

2. OWNERSHIP OF POLICIES.

a. The Owner shall be the sole and absolute owner of the Policies, and may exercise all ownership rights granted to the owner thereof by the terms of the Policies, including but not limited to the right to change the investment options of the Policies, except as may otherwise be provided herein.

b. It is the intention of the parties to this Agreement and the collateral assignments executed by the Owner to TALX in connection herewith that the Owner shall retain all rights which the Policies grant to the owner thereof; the sole right of TALX hereunder shall be to be repaid the amounts which it has paid toward the premiums on the Policies. Specifically, but without limitation, TALX shall neither have nor exercise any right as collateral assignee of the Policies which could in any way defeat or impair the Owner's right to receive the cash surrender value or the death proceeds of the Policies in excess of the amount due TALX hereunder. All provisions of

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this Agreement and of such collateral assignment shall be construed so as to carry out such intention. Any dividend declared on the Policy shall be applied to purchase paid-up additional insurance on the lives of the Insureds. The parties hereto agree that the dividend election provisions of the policies shall conform to the provisions hereof.

3. PAYMENT OF PREMIUMS.

a. Thirty (30) days prior to the due date of each Policy premium, TALX shall notify the Employee and the Owner of the exact amount due from the Employee hereunder, as follows:

POLICY #G1493316:	TALX shall pay the full amount of premium on this policy on the joint lives of the Employee and his wife.
POLICY #G1602171:	TALX shall pay the full amount of premium on this policy on the joint lives of the Employee and his wife.
POLICY #W4311947:	TALX will pay the full amount of premium on this policy on Employee's life; however, one-third of that amount shall be deemed to be contributed by Employee, and included in his compensation each year.
POLICY #R2639245:	TALX will pay one-half (l\2) of the premium on this policy on Employee's life. The Employee will pay the other half of each premium on this policy.

Either the Employee or the Owner, on behalf of the Employee, shall pay the Employee's share of any required contribution to TALX prior to the premium due date. If neither the Employee nor the Owner makes such timely payment, TALX, in its sole discretion, may elect to make the Employee's portion of the premium payment, which payment shall be recovered by TALX as provided herein.

b. On or before the due date of each Policy premium, or within the grace period provided therein, TALX shall pay the full amount of the premium to the Insurer, and shall, upon request, promptly furnish the Employee evidence of the timely payment of such premium. Subject to the contribution provided in paragraph a hereof, TALX shall make all premium payments due with respect to the Policies while this Agreement is in force. TALX shall annually furnish the Employee a statement of the amount of income reportable by the Employee for federal and state income tax purposes, if any, as a result of the insurance protection provided the Owner as the Policy beneficiary.

4. RESTRICTED COLLATERAL ASSIGNMENT. To secure the repayment to TALX of the amount of the premiums on each Policy paid by it hereunder, the Owner has previously assigned, or will, contemporaneously herewith, assign the Policies to TALX as collateral, which restricted collateral assignments specifically provide that the sole right of TALX thereunder is to be repaid the amounts it has paid toward premiums on the Policies hereunder. Such repayment shall be made from the cash surrender value of the Policies (as defined therein) if this Agreement is terminated or if the Owner surrenders or cancels the Policies, or from the death proceeds of the policies if the survivor of the Insureds dies while the Policies and this Agreement remain in force. In no event shall TALX have any right to borrow against or make withdrawals from the Policies, to surrender or cancel the policies, nor to take any other action which would impair or defeat the rights of the Owner in and to the Policies. The restricted collateral assignment of each Policy to

TALX hereunder shall not be terminated, altered or amended by the Owner while this Agreement is in effect; TALX shall not assign its interest under the restricted collateral assignment of the Policies to anyone other than the Owner or the Owner's nominee(s). The parties hereto agree to take all action necessary to cause such restricted collateral assignment to conform to the provisions of this agreement.

5. LIMITATIONS ON OWNER'S RIGHTS IN POLICY.

a. The Owner shall take no action with respect to the policies which would in any way compromise or jeopardize TALX's right to be repaid the amounts it has paid toward premiums on the Policies while this Agreement is in effect.

b. The Owner shall have the sole right to surrender or cancel the Policies, and to receive the full cash surrender value of the Policies directly from the Insurer. Upon the surrender or cancellation of either or both Policies, TALX shall have the unqualified right to receive a portion of the cash surrender value equal to the total amount of the premiums paid by it hereunder. Immediately upon receipt of the cash value of the Policies from the Insurer, the Owner shall pay to TALX the portion of such cash value to which it is entitled hereunder and shall retain the balance, if any; upon such receipt and payment, this Agreement shall thereupon terminate.

6. COLLECTION OF DEATH PROCEEDS.

a. Upon the death of the survivor of the Insureds, TALX and the Owner shall cooperate to take whatever action is necessary to collect the death benefit provided under the Policies; when such benefit has been collected and paid as provided herein, this Agreement shall thereupon terminate.

b. Upon the death of the Employee or, in the case of any policy insuring the lives of both Employee and his wife, upon the survivor's death, TALX shall have the unqualified right to receive a portion of such death benefit equal to the following amounts:

POLICY #G1493316:	TALX will be reimbursed for the full amount of premiums paid by it on this policy on the joint lives of the Employee and his wife.
POLICY #G1602171:	TALX will be reimbursed for the full amount of premiums paid by it on this policy on the joint lives of the Employee and his wife.
POLICY #W4311947:	TALX will receive the full amount of the death benefit on this policy on the Employee's life, over the sum of One Million Dollars ($1,000,000).
POLICY #R2639245:	TALX will be reimbursed for the full amount of premiums paid by it on this policy on Employee's life.

The balance of the death benefit provided under the Policies, if any, shall be paid directly to the Owner in the manner and in the amount or amounts provided in the beneficiary designation provision of the Policies. In no event shall the amount payable to TALX hereunder exceed the Policy proceeds payable as a result of the maturity of such Policy as a death claim. No amount shall be paid from such death benefit to the Owner until the full amount due TALX hereunder has

been paid. The parties hereto agree that the beneficiary designation provision of the policies shall conform to the provisions hereof.

c. Notwithstanding any provision hereof to the contrary, in the event that, for any reason whatsoever, no death benefit is payable under the Policies upon the death of the survivor of the Insureds and in lieu thereof the Insurer refunds all or any part of the premiums paid for the Policies, TALX and the Owner shall have the unqualified right to share such premiums based on their respective cumulative contributions thereto.

7. TERMINATION OF THE AGREEMENT DURING THE LIFETIME OF THE INSUREDS.

a. This Agreement shall terminate, while either of the Insureds is alive, without notice, upon the occurrence of any of the following events: (a) total cessation of TALX's business; (b) bankruptcy, receivership or dissolution of TALX; (c) termination of the Employee's employment by TALX, for any reason other than her death or disability, or (d) failure of both the Employee and the Owner to timely pay to TALX the Employee's portion of the premiums, if any, due hereunder, unless TALX elects to make such payment on behalf of the Employee, as provided herein.

b. In addition, the Owner may terminate this Agreement, while either of the Insureds is alive and while no premium under the Policies is overdue, by written notice to the other parties hereto. Such termination shall be effective as of the date of such notice.

8. DISPOSITION OF THE POLICIES ON TERMINATION OF THE AGREEMENT DURING THE LIFETIME OF THE INSUREDS.

a. For sixty (60) days after the date of the termination of this Agreement during the lifetime of the Insureds, the Owner shall have the option of obtaining the release of the collateral assignment of either or any policy hereunder to TALX. To obtain such release, the Owner shall repay to TALX the total amount of the premium payments made by TALX as to that Policy or Policies. Upon the receipt of such amount, TALX shall release the collateral assignment of such Policy or Policies, by the execution and delivery of an appropriate instrument of release.

b. If the Owner fails to exercise such option within such sixty (60) day period, then, at the request of TALX, the Owner shall execute any document or documents required by the Insurer to transfer the interest of the Owner in the Policies to TALX. Alternatively, TALX may enforce its right to be repaid the amount due it hereunder from the cash surrender value of the Policies under the collateral assignment of the Policies; provided that in the event the cash surrender value of the Policies exceeds the amount due TALX, such excess shall be paid to the Owner. Thereafter, neither the Owner nor the Owner's successors, assigns or beneficiaries shall have any further interest in and to the Policy or Policies, either under the terms thereof or under this Agreement.

9. INSURER NOT A PARTY. Each Insurer shall be fully discharged from its obligations under its Policy by payment of the Policy death benefit to the beneficiary or beneficiaries named in the Policy, subject to the terms and conditions of the Policy. In no event shall either Insurer be considered a party to this Agreement, or any modification or amendment hereof. No provision of this Agreement, nor of any modification or amendment hereof, shall in any way be construed as enlarging, changing, varying, or in any other way affecting the obligations of the Insurer as expressly provided in the Policy, except insofar as the provisions hereof are made a part of the Policy by the collateral assignment executed by the Owner and filed with the Insurer in connection herewith.

10. NAMED FIDUCIARY, DETERMINATION OF BENEFITS, CLAIMS PROCEDURE AND ADMINISTRATION.

a. TALX is hereby designated as the named fiduciary under this Agreement. The named fiduciary shall have authority to control and manage the operation and administration of this Agreement, and it shall be responsible for establishing and carrying out a funding policy and method consistent with the objectives of this Agreement.

b. (1) Claim. A person who believes that he or she is being denied a benefit to which he or she is entitled under this Agreement (hereinafter referred to as a "Claimant") may file a written request for such benefit with TALX, setting forth his or her claim. The request must be addressed to the President of TALX at its then principal place of business.

(2) Claim Decision. Upon receipt of a claim, TALX shall advise the Claimant that a reply will be forthcoming within ninety (90) days and shall, in fact, deliver such reply within such period. TALX may, however, extend the reply period for an additional ninety (90) days for reasonable cause.

If the claim is denied in whole or in part, TALX shall adopt a written opinion, using language calculated to be understood by the Claimant, setting forth: (a) the specific reason or reasons for such denial; (b) the specific reference to pertinent provisions of this Agreement on which such denial is based; (c) a description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation why such material or such information is necessary; (d) appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review; and (e) the time limits for requesting a review under subsection (3) and for review under subsection (4) hereof.

(3) Request for Review. With sixty (60) days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that the Secretary of TALX review the determination of TALX. Such request must be addressed to the Secretary of TALX, at its then principal place of business. The Claimant or his or her duly authorized representative may, but need not, review the pertinent documents and submit issues and comments in writing for consideration by TALX. If the Claimant does not request a review of TALX's determination by the Secretary of TALX within such sixty (60) day period, he shall be barred and estopped from challenging TALX's determination.

(4) Review of Decision. Within sixty (60) days after the Secretary's receipt of a request for review, he or she will review TALX's determination. After considering all materials presented by the Claimant, the Secretary will render a written opinion, written in a manner calculated to be understood by the Claimant, setting forth the specific reasons for the decision and containing specific references to the pertinent provisions of this Agreement on which the decision is based. If special circumstances require that the sixty (60) day time period be extended, the Secretary will so notify the Claimant and will render the decision as soon as possible, but no later than one hundred twenty (120) days after receipt of the request for review.

11. AMENDMENT. This Agreement may not be amended, altered or modified, except by a written instrument signed by the parties hereto, or their respective successors or assigns, and may not be otherwise terminated except as provided herein.

12. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of TALX

and its successors and assigns, and the Employee, the Owner, and their respective successors, assigns, heirs, executors, administrators and beneficiaries.

13. NOTICE. Any notice, consent or demand required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be signed by the party giving or making the same. If such notice, consent or demand is mailed to a party hereto, it shall be sent by United States certified mail, postage prepaid, addressed to such party's last known address as shown on the records of TALX. The date of such mailing shall be deemed the date of notice, consent or demand.

14. GOVERNING LAW. This Agreement, and the rights of the parties hereunder, shall be governed by and construed in accordance with the laws of the State Of Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, on the 31st day of March, 1999.

TALX CORPORATION

By /s/ MICHAEL E. SMITH
Vice President

ATTEST:

/s/ CRAIG N. COHEN
Secretary

/s/ WILLIAM W. CANFIELD
WILLIAM W. CANFIELD

"Employee"

THE CANFIELD FAMILY
IRREVOCABLE INSURANCE TRUST U/A
DATED MARCH 31, 1993

By: /s/ THOMAS M. CANFIELD
THOMAS M. CANFIELD

By: /s/ JAMES W. CANFIELD
JAMES W. CANFIELD

"Owner"

EXHIBIT A

The following life insurance policies, issued by Aetna Life Insurance and Annuity Company are subject to the attached Split-Dollar Agreement:

Insured: WILLIAM W. CANFIELD AND SALLY M. CANFIELD
Policy Number: G1493316
Face Amount: $1,500,000
Date of Issue: 11/01/92

Insured: WILLIAM W. CANFIELD AND SALLY M. CANFIELD
Policy Number: #G1602171
Face Amount: $2,500,000
Date of Issue: 04/01/96

Insured: WILLIAM W. CANFIELD
Policy Number: #R2639245
Face Amount: $500,000
Date of Issue: 12/01/94

Insured: WILLIAM W. CANFIELD
Policy Number: #W4311947
Face Amount: $3,000,000
Date of Issue: 2/01/96

TALX CORPORATION
2005 OMNIBUS INCENTIVE PLAN

TALX CORPORATION
2005 OMNIBUS INCENTIVE PLAN

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TALX CORPORATION
2005 OMNIBUS INCENTIVE PLAN

1. *Purpose of the Plan.* The purpose of the Plan is to provide the Company with a means to assist in recruiting, retaining and rewarding certain employees, directors and consultants and to motivate such individuals to exert their best efforts on behalf of the Employer by providing incentives through the granting of Awards. By granting Awards to such individuals, the Company expects that the interests of the recipients will be better aligned with those of the Employer.

2. *Definitions.* Unless the context clearly indicates otherwise, the following capitalized terms shall have the meanings set forth below:

A. "Act" means the Securities Exchange Act of 1934, as amended, or any successor thereto.

B. "Award" means any grant under the Plan of an Option, Stock Appreciation Right, Cash-Based Award or Other Stock-Based Award.

C. "Award Agreement" means an agreement entered into between the Employer and a Participant, or a certificate or other statement issued by the Employer as determined by the Committee, as such agreement or certificate or other statement may be amended from time to time, setting forth the terms and provisions applicable to Awards granted under the Plan.

D. "Beneficiary" means any person or other entity, which has been designated by a Participant in his or her most recent written beneficiary designation filed with the Committee to receive the compensation specified under the Plan to the extent permitted. If there is no beneficiary, then the term means the Participant's legal spouse or if there is no spouse, then the Participant's surviving children, or if none, then any person or other entity entitled by will or the laws of descent and distribution to receive such compensation.

E. "Board" means the Board of Directors of the Company or any duly appointed Committee thereof.

F. "Cash-Based Award" means an Award described in Section 8 as a Cash-Based Award.

G. "Cause" means the occurrence of one of the following events:

(1) Participant commits a material breach of Participant's terms of employment or service which has not been cured within 10 days of written notice from the Company that such material breach has occurred;

(2) Participant commits a crime against moral turpitude, including, without limitation, committing an act of fraud, dishonesty, disclosure of confidential information, or the commission of a felony, or direct and deliberate acts constituting a breach of trust to the Company;

(3) Participant willfully violates Participant's terms of employment or service, including, without limitation, willfully or continuously refusing to perform the duties reasonably assigned to Participant by the Company which are consistent with the provisions of Participant's terms of employment or service;

(4) Participant willfully engages in conduct that damages the Company's business or reputation or materially injures the Company; or

(5) Participant regularly fails to perform his or her assigned duties and responsibilities on a timely basis and/or regularly fails to perform his or her assigned duties and responsibilities at a level of competence the Company has the right to expect of an individual in the position held by the Participant.

H. "Change in Control" means (i) the purchase or other acquisition by any person, entity or group of persons, within the meaning of Section 13(d) or 14(d) of the Act (excluding, for this purpose, the Company or its subsidiaries or any employee benefit plan (or related trust) of the Company or its subsidiaries), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Act) of 20% or more of the combined voting power of the Company's then-outstanding voting securities entitled to vote generally in the election of directors in any transaction or series of transactions; or (ii) when individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board, provided that any person who becomes a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved in advance by a vote of at least a majority of the directors then comprising the Incumbent Board excluding members of its Incumbent Board who are no longer serving as directors, (other than an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of directors of the Company, as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Act, or an individual approved by the Incumbent Board a result of an agreement intended to avoid or settle an actual or threatened contest), shall be, for purposes of this section, considered as though such person were a member of the Incumbent Board; or (iii) consummation of a reorganization, merger or consolidation, in each case following such reorganization, merger or consolidation: (a) persons who were the shareholders of the Company immediately prior to such reorganization, merger or consolidation immediately thereafter own more than 50% of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated corporation's then-outstanding voting securities, and (b) a majority of members of the board or other governing body of such reorganized, merged or consolidated corporation were members of the Incumbent Board at the time of the execution of the initial agreement or the approval of the transaction by the Board; (iv) approval by shareholders of a liquidation or dissolution of the Company (and the Company shall commence such liquidation or dissolution), or consummation of the sale of all or substantially all of the assets of the Company (in one transaction or a series of transactions); or (v) any other event that a majority of the members of the Incumbent Board, in their sole discretion, shall determine constitutes a Change in Control.

I. "Code" means the Internal Revenue Code of 1986, as amended, or any successor thereto.

J. “Committee” means the committee described in Section 5.

K. “Company” means TALX Corporation, a Missouri corporation.

L. “Disability” means a mental or physical illness that entitles the Participant to receive benefits under the long-term disability plan of the Company, or if there is no such plan or the Participant is not covered by such a plan or the Participant is not an employee of the Company, a mental or physical illness that renders a Participant totally and permanently incapable of performing the Participant’s duties for the Company. Notwithstanding the foregoing, a Disability

shall not qualify under this Plan if it is the result of (i) a willfully self-inflicted injury or willfully self-induced sickness; or (ii) an injury or disease contracted, suffered, or incurred while participating in a criminal offense. The determination of a Disability for purposes of this Plan shall be made by the Committee and shall not be construed to be an admission or disability for any other purpose.

M. “Employer” means the Company and any other entity directly or indirectly controlling, controlled by, or under common control with, the Company or any other entity designated by the Board in which the Company has an interest.

N. “Fair Market Value” means the last price of such Stock as reported on such date on the Composite Tape of the principal national securities exchange or, if applicable, the Nasdaq National Market on which such Stock is listed or admitted to trading, or, if such Stock is not listed or admitted on any national securities exchange or the Nasdaq National Market, the last price on such date as quoted on the National Association of Securities Dealers Automated Quotation System (or such market in which such prices are regularly quoted) (“Nasdaq”), or if no sale of such shares shall have been reported on the Composite Tape of any national securities exchange or the Nasdaq National Market or quoted on the Nasdaq on such date, then the immediately preceding date on which sales of such shares have been so reported or quoted shall be used.

O. “Incentive Stock Option” means a stock option which is an incentive stock option within the meaning of Code Section 422.

P. “Non-qualified Stock Option” means a stock option which is not an Incentive Stock Option.

Q. “Option” means both an Incentive Stock Option and a Non-qualified Stock Option.

R. “Other Stock-Based Award” means an Award granted pursuant to Section 8 and described as an Other Stock-Based Award.

S. “Parent” means any corporation or other legal entity (other than the Company) in an unbroken chain of corporations or other legal entities ending with the Company if, at the time of the granting of the Option, each of the corporation or other legal entity other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations or other legal entity in such chain, or such other meaning as may be hereafter ascribed to it in Code Section 424.

T. “Participant” means an employee, director or consultant of the Company who is selected by the Committee to receive an Award.

U. “Performance-Based Award” means an Award issued pursuant to the terms of Section 9.

V. “Plan” means the TALX Corporation 2005 Omnibus Incentive Plan.

W. “Restricted Stock” means Stock which is granted pursuant to the terms specified in Section 8.

X. “Stock” means the common stock of the Company.

Y. “Stock Appreciation Right” means a stock appreciation right described in Section 7.

Z. “Subsidiary” means any corporation or other legal entity (other than the Company) in an unbroken chain of corporations or other legal entities beginning with the Company if, at the time of granting an Award, each of the corporations or other legal entities other than the last corporation or other legal entity in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock or other equity in one of the other corporations or other legal entities in such chain, or such other meaning as may be hereafter ascribed to it in Code Section 424.

3. *Stock Subject to the Plan.* Three million (3,000,000) shares of Stock have been allocated to the Plan and will be reserved to satisfy Awards under the Plan. The maximum number of shares of Stock subject to Awards which may be granted during a calendar year to a Participant shall be one-hundred thousand (100,000). The Company may, in its discretion, use shares held in the treasury or shares acquired on the public market in lieu of authorized but unissued shares. If any Award shall expire or terminate for any reason, the shares subject to the Award shall again be available for the purposes of the Plan. No fractional shares of Stock may be issued under the Plan; fractional shares of Stock will be rounded down to the nearest whole share of Stock.

4. *Administration.* The Plan shall be administered by the Committee, or in its absence, the Board of Directors. Subject to the express provisions of the Plan, the Committee shall have plenary authority, in its discretion, to determine the individuals to whom, and the time or times at which, Awards shall be granted and the number of shares, if applicable, to be subject to each Award. In making such determinations, the Committee may take into account the nature of services rendered by the respective individuals, their present and potential contributions to the Employer’s success and such other factors as the Committee, in its discretion, shall deem relevant. Subject to the express provisions of the Plan, the Committee shall also have plenary discretionary authority to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to it, to determine the terms and provisions of the respective Award Agreements (which need not be identical) and to make all other determinations necessary or advisable for the administration of the Plan. The Committee may delegate to an appropriate officer of the Company authority to perform any of its tasks under the Plan, including without limitation the authority to grant Awards. The Committee’s determinations on the matters referred to in this Section 4 shall be conclusive.

5. *Committee.* The Committee shall be comprised of directors on the compensation committee of the Board of Directors of the Company (“Board of Directors”) or, with respect to awards to directors of the Company, shall be comprised of the Board of Directors or one of its committees, and shall, to the extent required by law, be constituted to comply with Rule 16b-3 under the Act, or any successor to such Rule.

The Committee shall be appointed by the Board, which may from time to time appoint members of the Committee in substitution for members previously appointed and may fill vacancies, however caused, in the Committee. The Board shall select one of the Committee members as its Chairman, and shall hold its meetings at such times and

places as it may determine. A majority of its members shall constitute a quorum. All determinations of the Committee shall be made by a majority of its members present at any meeting at which there is a quorum. Any decision or determination reduced to writing and signed by all of the members shall be fully as effective as if it had been made by a majority vote at a meeting duly called and held. The Committee may appoint a secretary, shall keep minutes of its meetings and shall make such rules and regulations for the conduct of its business as it shall deem advisable. The Committee

may, to the extent permitted by law, delegate its responsibilities and authority hereunder to an officer of the Company.

6. *Options.* The Committee, in its discretion, may grant Options which are Incentive Stock Options or Non-qualified Stock Options, as evidenced by the Award Agreement, and shall be subject to the foregoing and the following terms and conditions and to such other terms and conditions, not inconsistent therewith, as the Committee shall determine:

A. *Type of Option.* Incentive Stock Options may be granted to any individual classified by the Committee as an employee of the Company, a Parent or a Subsidiary. A Non-qualified Stock Option may be granted to any individual selected by the Committee. To the extent that any Option is not designated as an Incentive Stock Option or even if so designated does not qualify as an Incentive Stock Option, it shall constitute a Non-qualified Stock Option.

B. *Option Prices.* The purchase price of the Stock under each Incentive Stock Option shall not be less than 100% of the Fair Market Value of the Stock at the time of the granting of the Option; provided that, in the case of a Participant who owns more than 10% of the total combined voting power of all classes of stock of the Company, a Parent or a Subsidiary, the purchase price of the Stock under each Incentive Stock Option shall not be less than 110% of the Fair Market Value of the Stock on the date such Option is granted. The purchase price of the Stock under each Non-qualified Stock Option shall be determined from time to time by the Committee, which need not be uniform for all Participants, but in no event shall be less than the Fair Market Value at the time of the granting of the Option.

C. *Vesting.* Options shall be exercisable at the rate established by the Committee in the Award Agreement. In addition, the Committee may at any time accelerate the exercisability of all or part of any Option. Except as provided in Sections 6.J. and 6.K. hereof, no option may be exercised at any time unless the optionee is then an employee or an officer or director of the Company or a subsidiary and has been so continuously since the granting of the option. The holder of an option shall have none of the rights of a shareholder with respect to the share subject to option until such shares shall be issued to such holder upon the exercise of the option.

D. *Exercise — Elections and Restrictions.* The purchase price for an Option is to be paid in full upon the exercise of the Option, either (i) in cash, (ii) in the discretion of the Committee, by the tender to the Company (either actual or by attestation) of shares of Stock already owned by the Participant for a period of at least six months as of the date of tender and registered in his or her name, having a Fair Market Value equal to the cash exercise price of the Option being exercised, (iii) in the discretion of the Committee, by the delivery of cash by a broker-dealer as a "cashless" exercise, provided such method of payment may not be used by a director or executive officer of the Company to the extent it would violate the Sarbanes-Oxley Act of 2002 or (iv) in the discretion of the Committee, by any combination of the payment methods specified in clauses (i), (ii) and (iii) hereof; provided that, no shares of Stock may be tendered in exercise of an Incentive Stock Option if such shares were acquired by the Participant through the exercise of an Incentive Stock Option unless (a) such shares have been held by the Participant for at least one year and (b) at least two years have elapsed since such prior Incentive Stock Option was granted. The Committee may provide in an Award Agreement that payment in full of the option price need not accompany the written notice of exercise provided that the notice of exercise directs that the certificate or certificates for the shares of Stock for which the Option is exercised be delivered to a licensed broker acceptable to the Company as the agent for the individual exercising the Option and, at the time such certificate or certificates are delivered, the broker tenders to the Company cash (or cash equivalents acceptable to the Company) equal to the option price for the

shares of Stock purchased pursuant to the exercise of the Option plus the amount (if any) of any withholding obligations on the part of the Company. The proceeds of sale of Stock subject to the Option are to be added to the general funds of the Company or to the shares of the Stock held in its Treasury, and used for its corporate purposes as the Board shall determine.

E. *Option Terms.* The term of each Option shall not be more than ten (10) years from the date of granting thereof or such shorter period as is prescribed in the Award Agreement; provided that, in the case of a Participant who owns more than ten percent (10%) of the total combined voting power of all classes of stock of the Company, a Parent or a Subsidiary, the term of any Incentive Stock Option shall not be more than five (5) years from the date of granting thereof or such shorter period as prescribed in the Award Agreement. Within such limit, Options will be exercisable at such time or times, and subject to such terms, restrictions and conditions, as the Committee shall, in each instance, approve, which need not be uniform for all Participants. To the extent Options are subject to restrictions, Options shall vest in whole shares only, and the holder of an Option shall not be deemed vested in any fractional share regardless of anything to the contrary in any Award Agreement. The holder of an Option shall have none of the rights of a shareholder with respect to the shares subject to Option until such shares shall be issued to him or her upon the exercise of his or her Option. Upon exercise of an Option, the Committee shall withhold a sufficient number of shares to satisfy the Company's minimum required statutory withholding obligations for any taxes incurred as a result of such exercise (based on the minimum statutory withholding rates for federal, state and local tax purposes, including payroll taxes); provided that, in lieu of all or part of such withholding, the Participant may pay an equivalent amount of cash to the Company.

F. *Successive Option Grants.* As determined by the Committee, successive option grants may be made to any Participant under the Plan.

G. *Change in Control.* Except as otherwise provided in a Participant's Award Agreement, and subject to Section 13, in the event of a Change in Control, a Participant granted an Option hereunder will be entitled to purchase, at any time thereafter and during the term thereof (subject, however, to the provisions on termination of employment described in this subsection), the entire number of shares to which the Option relates. If the holder of an Option terminates employment following a Change in Control, the holder of the Option may exercise any or all of the holder's unexercised unexpired portion of any Option, at any time within three (3) months or, with respect to a Non-qualified Stock Option, such longer period as approved by the Committee after such termination, but not beyond the term of the Option, provided such termination is within twelve months after the date of the Change in Control. The Committee may provide such other terms as it determines in its sole discretion in an Award Agreement with respect to a Change in Control.

H. *Other Terms.* The Committee may provide that the right to exercise an Option will be restricted as to time of exercise and subject to such other terms and conditions as the Committee determines in its discretion.

I. *Additional Incentive Stock Option Requirements.*

(1) *Grant Limits.* The maximum aggregate Fair Market Value (determined at the time an Option is granted) of the Stock with respect to which Incentive Stock Options are exercisable for the first time by a Participant during any calendar year (under all plans of the Company, a Parent and a Subsidiary) shall not exceed $100,000. To the extent that any Option is

not designated as an Incentive Stock Option or even if so designated does not qualify as an Incentive Stock Option, it shall constitute a Non-qualified Stock Option.

(2) *Notice of Disposal.* A Participant who disposes of Stock acquired upon the exercise of an Incentive Stock Option either (i) within two years after the date of grant of such Incentive Stock Option or (ii) within one year after the transfer of such shares to the Participant, shall notify the Company of such disposition and of the amount realized upon such disposition.

J. *Termination of Employment.* Except to the extent provided hereunder with respect to the death or Disability of a Participant or a Change in Control, a Participant granted an Option hereunder must exercise the Option prior to his or her termination of employment, except that if the employment of a Participant terminates with the consent and approval of his or her Employer, the Committee may, in its absolute discretion, permit the Participant to exercise his or her Option, to the extent that he or she was entitled to exercise it at the date of such termination of employment, at any time within three (3) months or, with respect to a Non-qualified Stock Option, such longer period as approved by the Committee after such termination, but not beyond the term of the Option. Notwithstanding the preceding, the Committee may, in a Participant's Award Agreement, afford a Participant who terminates employment other than for Cause, the right to exercise his or her Option, to the extent that he or she was entitled to exercise it at such date of termination of employment, at any time within three (3) months or, with respect to a Non-qualified Stock Option, such longer period as approved by the Committee after such termination, but not after ten (10) years (or five (5) years, if applicable) from the date of granting thereof.

K. *Death or Disability.* Except as may otherwise be provided by the Committee in any Award Agreement, this paragraph shall apply in the case of death or Disability of a Participant granted an Option hereunder. Unless otherwise specifically provided in an Award Agreement or determined by the Committee, any unexpired and unexercised Options, other than Incentive Stock Options, held by a Participant who incurs a termination of employment due to death shall thereafter be fully exercisable for a period of one (1) year immediately following the date of such death or until the expiration of the term of the Option, whichever period is shorter. Unless otherwise specifically provided in an Award Agreement or determined by the Committee, any unexpired or unexercised Incentive Stock Options held by a Participant who incurs a termination of employment due to death shall be fully exercisable for a period of ninety consecutive days immediately following such death or until the expiration of the term of the Option, whichever is shorter. Unless otherwise specifically provided in an Award Agreement or determined by the Committee, any unexpired and unexercised Option held by a Participant who incurs a termination of employment due to Disability shall thereafter be fully exercisable by the Participant for a period of one (1) year immediately following the date of such termination of employment or until the expiration of the term of the Option, whichever period is shorter, and the Participant's death at any time following such termination of employment due to Disability shall not affect the foregoing. For this purpose, a person will be deemed to be disabled if he or she is permanently and totally disabled within the meaning of Section 422(c)(6) of the Code and furnishes such proof of Disability as the Committee may require in its discretion. The Committee may, in any Award Agreement, provide additional provisions for the exercise of an Option after the death or Disability of a Participant.

L. *Deferral of Gain on a Non-qualified Stock Option.* In accordance with the terms of the applicable non-qualified deferred compensation plan, if any, in which a Participant is eligible to participate, a Participant may elect to defer any gain realized upon the exercise of a Non-qualified Stock Option. The election to defer the gain must be made in accordance with the applicable non-qualified deferred compensation plan.

M. *No Repricing of Options Without Shareholder Approval.* Options, once issued, may not be repriced, either directly (lowering the exercise price of a stock option) or individually (canceling an outstanding stock option and granting a replacement stock option with a lower exercise price), without first obtaining the approval of the shareholders of the Company.

7. *Stock Appreciation Rights.*

A. *Grant Terms.* The Committee may grant a Stock Appreciation Right independent of an Option or in connection with an Option or a portion thereof. A Stock Appreciation Right granted in connection with an Option or a portion thereof shall cover the same shares of Stock covered by the Option, or a lesser number as the Committee may determine. A Stock Appreciation Right shall be subject to the same terms and conditions as an Option, and any additional limitations, terms or conditions set forth in this Section 7 or the Award Agreement.

B. *Exercise Terms.* The exercise price per share of Stock of a Stock Appreciation Right shall be an amount determined by the Committee, but in no event shall such exercise price be less than the Fair Market Value on the date of grant. A Stock Appreciation Right granted independent of an Option shall entitle the Participant upon exercise to a payment from the Company in an amount equal to the excess of the Fair Market Value on the exercise date of a share of Stock over the exercise price per share, times the number of Stock Appreciation Rights exercised. A Stock Appreciation Right granted in connection with an Option shall entitle the Participant to surrender an unexercised Option (or portion thereof) and to receive in exchange an amount equal to the excess of the Fair Market Value on the exercise date of a share of Stock over the exercise price per share for the Option, times the number of shares covered by the Option (or portion thereof) which is surrendered. Payment shall be made in Stock. Fractional shares of Stock shall be rounded up or down to the nearest whole share upon the exercise of a Stock Appreciation Right.

C. *Limitations.* The Committee may impose such conditions upon the exercisability or transferability of Stock Appreciation Rights as it determines in its sole discretion. To the extent Stock Appreciation Rights are subject to restrictions, Stock Appreciation Rights shall vest in whole shares only, and the holder of a Stock Appreciation Right shall not be deemed vested in any fractional share regardless of anything to the contrary in any Award Agreement.

8. *Other Stock-Based Awards and Cash-Based Awards.* The Committee may, in its sole discretion, grant Awards of Stock, Restricted Stock, performance units and other Awards that are valued in whole or in part by reference to the Fair Market Value of Stock. These Awards shall collectively be referred to herein as Other Stock-Based Awards. The Committee may also, in its sole discretion, grant Cash-Based Awards, which shall have a value as may be determined by the Committee. Other Stock-Based Awards shall be in such form, and dependent on such conditions, as the Committee shall determine, including, but not limited to, the right to receive one or more shares of Stock (or the cash-equivalent thereof) upon the completion of a specified period of service, the occurrence of an event or the attainment of performance objectives. To the extent required to avoid the acceleration of taxes or increased taxes or penalties under Section 409A of the Code and the regulations and other guidance issued thereunder, the exercise price per share of Stock of an Other Stock-Based Award shall be an amount determined by the Committee, but in no event shall such exercise price be less than the Fair Market Value on the date of grant. Other Stock-Based Awards and Cash-Based Awards may be granted with or in addition to other Awards. Subject to the other terms of the Plan, Other Stock-Based Awards and Cash-Based Awards may be granted to such Participants in such amounts and upon such terms, and at any time and from time to time, as shall be determined by the Committee and set forth in an Award Agreement. To the extent Other Stock-Based Awards are subject to restrictions, Other

Stock-Based Awards shall vest in whole shares only, and the holder of an Other Stock-Based Award shall not be deemed vested in any fractional share regardless of anything

to the contrary in any Award Agreement.

Without limiting the foregoing, Cash-Based Awards may include incentive bonuses and long-term incentive awards based on a percentage of a Participant's base salary and the accomplishment of specific financial objectives and departmental performance goals. Any such percentage of base salary may vary between Participants, in the Committee's sole discretion. An Award Agreement issued in connection with a Cash-Based Award that is an incentive bonus may specify certain measures, including how quota, commissions and bonuses are earned, and may have an earnings per share goal and departmental performance goal component, as applicable. The Award Agreement shall set forth such other terms and criteria as the Committee determines in its sole discretion.

A. *Terms of Restricted Stock Award.* The Committee, in its discretion, may grant shares of Restricted Stock; provided however, that the shares thereby awarded shall be nontransferable by the Participant during the period described in the Award Agreement and shall be subject to the risk of forfeiture described in the Award Agreement. The Committee may require the payment and/or reimbursement upon forfeiture of consideration to the extent required by law or otherwise deemed advisable by the Committee in its discretion. Prior to the time shares become transferable, the shares of Restricted Stock shall bear a legend indicating their nontransferability, and, unless otherwise provided in the Award Agreement, if the Participant terminates employment, if applicable, with the Company prior to the time a restriction lapses, and/or if the performance criteria specified in the Award Agreement are not achieved, the Participant shall forfeit any shares of Restricted Stock which are still subject to the restrictions at the time of termination of such employment, or expiration of the performance period. Restricted Stock awards will be subject to graded vesting with a minimum vesting period of three years, unless otherwise determined by the Committee. Notwithstanding the foregoing, in the event of a Change of Control, all previously granted shares of Restricted Stock not yet free of the restrictions of this Section 8 shall become immediately free of such restrictions. In the event of the death or Disability of the Participant, unless otherwise provided in the Award Agreement, all previously granted shares of Restricted Stock not yet free of the restrictions described above shall become immediately free of such restrictions.

B. *Restricted Stock.* Restricted Stock may be granted in the form of shares registered in the name of the Participant but held by the Company until the restrictions on the Restricted Stock Award lapse, subject to forfeiture, as provided in the applicable Award Agreement. The Committee, in the applicable Award Agreement, may, in its sole discretion, award all or any rights of a shareholder with respect to the shares of Restricted Stock during the period that they remain subject to restrictions, including without limitation, the right to vote the shares and receive dividends.

9. *Performance-Based Awards.* The Committee may, in its sole and absolute discretion, determine that certain Other Stock-Based Awards and/or Cash-Based Awards should be subject to such requirements so that they are deductible by the Employer under Code Section 162(m). If the Committee so determines, such Awards shall be considered Performance-Based Awards subject to the terms of this Section 9, as provided in the Award Agreement. A Performance-Based Award shall be granted by the Committee in a manner to satisfy the requirements of Code Section 162(m) and the regulations thereunder. The performance measures to be used for purposes of a Performance-Based Award shall be chosen by the Committee, in its sole and absolute discretion, from among the following: earnings per share of Stock; book value per share of Stock; net income (before or after taxes); operating income; return on invested capital, assets

or equity; cash flow return on investments which equals net cash flows divided by owners' equity; earnings before interest or taxes; earnings before interest, taxes, depreciation and amortization; gross revenues or revenue growth; market share; expense management; improvements in capital structure; profit margins; Stock price; total shareholder return; free cash flow; or working capital. Performance objectives need not be the same with respect to all Performance-Based Awards granted under the Plan. The performance measures may relate to the Company, a Parent, a Subsidiary, an Employer or one or more units of such an entity. Each of the performance criteria is to be specifically defined in advance by the Committee and may include or exclude specified items of an unusual or non-recurring nature. No Performance-Based Award shall be paid if the applicable performance objective(s) are not achieved or if the Plan is not approved by the shareholders of the Company. Notwithstanding anything in the Plan to the contrary, in no event shall the total amount of a Performance-Based Award paid to any Participant in any fiscal year of the Company exceed two million dollars.

The Committee shall determine whether, with respect to a performance period, the applicable performance goals have been met with respect to an Award and, if they have, to so certify in writing and ascertain the amount of the applicable Performance-Based Award. The Committee shall have the discretion to adjust Performance-Based Awards downward. Unless the shareholders of the Company shall have first approved thereof, no amendment of the Plan shall be effective which would increase the maximum amount which can be paid under a Performance-Based Award, which would change the specified performance objectives for payment of Performance-Based Awards, or which would modify the requirements as to eligibility for participation in Performance-Based Awards under the Plan.

10. *Nontransferability of Awards.* An Award granted under the Plan and all rights thereunder shall, by its terms, be non-transferable, nonassignable and not subject to encumbrance in any manner other than by will or the laws of descent and distribution, and an Award may be exercised, if applicable, during the lifetime of the Participant thereof, only by the Participant or his or her guardian or legal representative. In such appropriate circumstances as determined by the Committee, the Committee may provide for limited transferability of awards provided such transferability is expressly set forth in an Award Agreement. In no event, however, may the Committee provide in an Award Agreement that an Incentive Stock Option is transferable except as permitted by law. Any attempted assignment, transfer, mortgage, pledge or encumbrance except as herein authorized, shall be void and of no effect.

11. *Withholding.* No later than the date as of which an amount first becomes includible in the gross income of the Participant for federal tax purposes with respect to any Award, the Participant shall pay to the Company (or other entity identified by the Committee), or make arrangements satisfactory to the Company or other entity identified by the Committee regarding the payment of, any federal, state, or local taxes of any kind (including employment taxes) required by law to be withheld with respect to such income. Unless otherwise determined by the Committee, withholding obligations may be settled with Stock, including shares of Stock that are part of the Award that give rise to the withholding requirement. The obligations of the Company under the Plan shall be conditional on such payment or arrangements, and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to the Participant. Subject to approval by the Committee, a Participant may elect to have such tax withholding obligation satisfied, in whole or in part, by (i) authorizing the Company to withhold from shares of Stock to be issued pursuant to any Award a number of shares with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the required statutory minimum (but no more than such required minimum) with respect to the Company's withholding obligation, or (ii) transferring to the Company shares of Stock owned by the Participant with an aggregate Fair Market Value (as of the date the withholding is effected) that

would satisfy the required statutory minimum (but no more than such required minimum) with respect to the Company's withholding obligation.

12. *Gross-Up for Excise Tax.* If all or any portion of the payments and benefits (including any acceleration of vesting) provided under this Plan, either alone or together with other payments and benefits which a Participant receives or is then entitled to receive from the Company or an affiliate of the Company, would constitute a "parachute payment" within the meaning of Section 280G of the Code, the Company shall not, unless otherwise provided in the Award Agreement or otherwise approved by the Committee, provide a tax "gross-up" payment.

13. *Adjustments Upon Changes in Capitalization or Corporation Acquisitions.* Notwithstanding any other provisions of the Plan, unless otherwise provided in the Award

Agreement, the number and class of shares subject to each outstanding Award and the exercise prices, if applicable, shall be adjusted, to the same pro rata number of shares and price as in the original Award Agreement, in the event of changes in the outstanding Stock by reason of stock dividends, stock splits, reverse stock splits, recapitalization, mergers, consolidations, statutory share exchange, sale of all or substantially all assets, split-ups, combinations or exchanges of shares and the like, and, in the event of any such change in the outstanding Stock, the aggregate number and class of shares available under the Plan and the maximum number of shares as to which Awards may be granted to an individual shall be appropriately adjusted by the Committee, whose determination shall be conclusive. In the event the Company, a Parent or a Subsidiary enters into a transaction described in Section 424(a) of the Code with any other corporation, the Committee shall, unless otherwise provided in the Award Agreement, grant options to employees or former employees of such corporation in substitution of options previously granted to them upon such terms and conditions as shall be necessary to qualify such grant as a substitution described in Section 424(a) of the Code.

In the event of a Change in Control, notwithstanding any other provisions of the Plan or an Award Agreement to the contrary, the Committee may, in its sole discretion, provide for:

(1) Accelerated vesting of any outstanding Awards that are otherwise unexercisable or unvested as of a date selected by the Committee;

(2) Termination of an Award upon the consummation of the Change in Control in exchange for the payment of a cash amount determined at the discretion of the Committee but intended to provide the Participant with the difference between the Stock subject to the vested portion of the Award and the exercise price, provided, however, that in the event the payment would be subject to Section 409A of the Code, the Committee may, in its discretion, specify in the Award Agreement that the definition of change in control as set forth in such Code Section 409A and the guidance issued with respect thereto, shall control rather than the definition set forth in Section 2.H. of the Plan; and/or

(3) Issuance of substitute Awards to substantially preserve the terms of any Awards previously granted under the Plan.

14. *Beneficiaries/ Incapacity.* Each Participant may designate a Beneficiary to exercise any Option or Stock Appreciation Right or receive any Award held by the Participant at the time of the Participant's death or to be assigned any other Award outstanding at the time of the Participant's death. Except in the case of the holder's incapacity, only the holder may exercise an Option or Stock Appreciation Right. In the event of the holder's incapacity, the holder's legal representative or such other person determined by the Committee to be acting on behalf of the holder, may exercise an Option or Stock Appreciation Right.

15. *Amendment and Termination.* The Board may at any time terminate the Plan, or make such amendments or modifications to the Plan as it shall deem advisable; provided, however, that the Board may not, without further approval by the holders of Stock, increase the maximum number of shares as to which Awards may be granted under the Plan (except under the anti-dilution provisions of Section 13), change the class of employees to whom Incentive Stock Options may be granted, withdraw the authority to administer the Plan from a committee whose members satisfy the requirements of Section 5, increase the maximum amount which can be paid under a Performance-Based Award, change the specified performance objectives for payment of Performance-Based Awards, modify the requirements as to eligibility for participation in Performance-Based Awards under the Plan, or make any other amendments or modifications which require shareholder approval under applicable law. No termination or amendment of the Plan may, without the consent of the Participant to whom any Award shall theretofore have been granted, have a material adverse effect on the rights of such Participant under such Award.

16. *Effectiveness of the Plan.* The Plan shall become effective May 10, 2005 upon adoption by the Board subject, however, to its further approval by the shareholders of the Company given within twelve (12) months of the date the Plan is adopted by the Board at a regular meeting of the shareholders or at a special meeting duly called and held for such purpose. Grants of Awards may be made prior to such shareholder approval but all Award grants made prior to shareholder approval shall be subject to the obtaining of such approval and if such approval is not obtained, such Awards shall not be effective for any purpose.

17. *Time of Granting of an Award.* An Award grant under the Plan shall be deemed to be made on the date on which the Committee, by formal action of its members duly recorded in the records thereof, makes an Award to a Participant (but in no event prior to the adoption of the Plan by the Board); provided that, such Award is evidenced by a written Award Agreement duly executed on behalf of the Company and on behalf of the Participant, if applicable, within a reasonable time after the date of the Committee action. If an Award is granted to a person who is about to become an employee of the Company, then the Award shall not be effective until the person becomes an employee and any other specified contingencies are satisfied.

18. *Term of Plan.* This Plan shall terminate ten (10) years after the date on which it is approved and adopted by the Board and no Award shall be granted hereunder after the expiration of such ten-year period. Awards outstanding at the termination of the Plan shall continue in accordance with their terms and shall not be affected by such termination.

19. *Severability.* Any word, phrase, clause, sentence or other provision herein which violates or is prohibited by any applicable law, court decree or public policy shall be modified as necessary to avoid the violation or prohibition and so as to make this Plan and any Award Agreement enforceable as fully as possible under applicable law, and if such cannot be so modified, the same shall be ineffective to the extent of such violation or prohibition without invalidating or affecting the remaining provisions herein.

20. *Non-Waiver of Rights.* The Company's failure to enforce at any time any of the provisions of this Plan or any Award Agreement or to require at any time performance by the Participant of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Plan, any Award Agreement, or any part hereof, or the right of the Company thereafter to enforce each and every provision in accordance with the terms of this Plan and any Award Agreement.

21. *Assignment.* Any Award Agreement shall be freely assignable by the Company and shall inure to the benefit of, and be binding upon, the Company, its successors and assigns and/or any other entity which shall succeed to the business presently being conducted by the Company.

22. *No Right To Continued Employment.* Nothing in the Plan or in any Award granted pursuant to the Plan shall be considered or construed as creating a contract of employment for any specified period of time or shall confer on any individual any right to continue in the employ of the Employer or interfere in any way with the right of the Employer to terminate his or her employment at any time.

23. *Awards to Consultants or Advisors.* Unless otherwise provided in the applicable Award Agreement, the provisions of this Plan shall apply with equal force to Awards granted to Participants who are consultants and advisors or directors of the Company or any of its Subsidiaries or Parent, provided, that references to "employment" and the termination thereof (similar concepts or terms) shall be interpreted as "service" and the termination thereof (similar concepts or terms) as determined in the Committee's discretion.

24. *Unfunded Plan.* This Plan shall be unfunded and the Company shall not be required to segregate any assets that may at any time be represented by Awards under this Plan. Neither the Company, its Parent or Subsidiaries, the Committee, nor the Board shall be deemed to be a trustee of any amounts to be paid under this Plan nor shall anything contained in this Plan or any action taken pursuant to its provisions create or be construed to create a fiduciary relationship between the Company and/or its Parent or Subsidiaries, and a Participant or successor. To the extent any person acquires a right to receive an Award under this Plan, such right shall be no greater than the right of an unsecured creditor of the Company.

25. *Choice of Law.* The Plan shall be governed by and construed in accordance with the laws of the State of Missouri without regard to conflicts of law.

* * *

The foregoing Plan was approved and adopted by the Board on May 10, 2005.

TALX CORPORATION

By: /s/ WILLIAM W. CANFIELD

EXHIBIT 31.1

CERTIFICATIONS

I, Richard F. Smith, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Equifax Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 1, 2007

/s/Richard F. Smith
Richard F. Smith
Chairman and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATIONS

I, Lee Adrean, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Equifax Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 1, 2007

/s/Lee Adrean
Lee Adrean
Corporate Vice President and Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U. S. C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Equifax Inc. (the "Company") on Form 10-Q for the period ended June 30, 2007, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Richard F. Smith, Chairman and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 1, 2007

/s/Richard F. Smith
Richard F. Smith
Chairman and Chief Executive Officer

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U. S. C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Equifax Inc. (the "Company") on Form 10-Q for the period ended June 30, 2007, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lee Adrean, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 1, 2007

/s/Lee Adrean
Lee Adrean
Corporate Vice President and Chief Financial Officer