

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

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the fiscal year ended 12-31-95

OR

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

FOR THE TRANSITION PERIOD FROM _____ TO _____

COMMISSION FILE NUMBER 1-6605

EQUIFAX INC.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

GEORGIA

58-0401110

(STATE OR OTHER JURISDICTION OF
INCORPORATION OR ORGANIZATION)

(I.R.S. EMPLOYER
IDENTIFICATION NO.)

P.O. BOX 4081
1600 PEACHTREE ST., N.W., ATLANTA, GA

30302

(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)

(ZIP CODE)

Registrant's telephone number, including area code

(404) 885-8000

TITLE OF EACH CLASS

NAME OF EACH EXCHANGE ON
WHICH REGISTERED

COMMON STOCK
(\$1.25 PAR VALUE)

NEW YORK STOCK EXCHANGE

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

NONE

(TITLE OF CLASS)

INDICATE BY CHECK MARK WHETHER THE REGISTRANT (1) HAS FILED ALL REPORTS REQUIRED TO BE FILED BY SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 DURING THE PRECEDING 12 MONTHS (OR FOR SUCH SHORTER PERIOD THAT THE REGISTRANT WAS REQUIRED TO FILE SUCH REPORTS), AND (2) HAS BEEN SUBJECT TO SUCH FILING REQUIREMENTS FOR THE PAST 90 DAYS. YES NO

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

AGGREGATE MARKET VALUE OF THE VOTING STOCK HELD BY NON-AFFILIATES OF THE REGISTRANT, COMPUTED BY REFERENCE TO THE CLOSING SALES PRICE ON THE NEW YORK STOCK EXCHANGE ON MARCH 25, 1996: \$3,069,822,235.

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

CLASS

OUTSTANDING AT MARCH 25, 1996

COMMON STOCK, \$1.25 PAR VALUE

153,621,594

DOCUMENTS INCORPORATED BY REFERENCE

THE PROXY STATEMENT FOR THE ANNUAL MEETING OF SHAREHOLDERS TO BE HELD ON MAY 1, 1996, IS INCORPORATED BY REFERENCE, TO THE EXTENT INDICATED UNDER ITEMS 10, 11, 12, AND 13, INTO PART III OF THIS FORM 10-K.

EQUIFAX INC.

PART I

ITEM 1. BUSINESS

Equifax Inc. is structurally a holding company for its corporate subsidiaries, which conduct the actual operations of the Company. The separate business areas of the Company are conducted on a "profit center" basis with self-contained functional integrity, although Equifax Inc. continues to supply centralized overall financial, legal, public relations, tax and similar services.

The Company was founded as a credit reporting agency under the name, "Retail Credit Company" in Atlanta, Georgia, in 1899. Over the next several years, the Company established itself in the area of investigation of applicants for insurance. The business grew and, by 1920, the Company had numerous branch offices throughout the United States and Canada. Since that time, the Company has continued to expand and diversify by means of internal development and strategic acquisitions. At the end of 1975, the Company changed its name from Retail Credit Company to Equifax Inc. The specific products and services presently offered by the Company are described below.

In January 1993, the Company implemented an open market stock repurchase program. During 1995, the Company repurchased approximately 6,847,000 shares at a cost of \$132,668,000.

In December 1995, the Company, through its subsidiary Equifax South America, Inc., purchased an additional 25 percent interest in DICOM S.A., a Chilean credit reporting company, headquartered in Santiago, Chile. This purchase increased the Company's ownership to 50 percent. DICOM S.A. provides credit information services in Chile, Columbia and Peru.

In July 1995, the Company acquired Tecnicob S.A., a French credit card processing software company headquartered in Paris, France. This operation is owned by Equifax Europe (U.K.) Ltd.

In July 1995, the Company acquired The Infocheck Group Limited, a provider of commercial credit referencing services in the United Kingdom. This operation, headquartered in Godmersham, Canterbury, is owned and operated by Equifax Europe (U.K.) Ltd.

Also, in July 1995, the Company through its subsidiary Equifax Europe Ltd., entered into an agreement with ASNEF-Equifax, the Company's Spanish joint venture, and Association of Financial Companies, a Portuguese credit reporting company, to provide the first automated credit reporting services in Portugal.

In April 1995, the Company acquired UCB Services, Inc., a provider of mortgage credit reports, which is located in Glen Ellyn, Illinois, a suburb of Chicago. These operations are owned and operated by Equifax Credit Information Services, Inc.

In March 1995, the Company acquired Medical Review Systems, Inc., an Atlanta, Georgia based healthcare cost containment company. These operations are operated by Equifax Healthcare Information Services, Inc.

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In February 1995, the Company acquired Vallance and Associates, Inc., a commercial inspection services company, located in Westerville, Ohio. These operations are owned and operated by Equifax Services Inc.

Reference is made to industry segment information reported in Note 11 of the Notes to Consolidated Financial Statements, included in Part II, Item 8 of this report, which is hereby incorporated by reference.

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A description of the products or services provided by each industry segment as captioned in the aforementioned information, together with information regarding the companies included within each segment, is as follows:

Credit Services Segment

This segment includes Equifax Credit Information Services, Inc. and its wholly-owned subsidiary Credit Northwest Corporation, and Equifax Marketing Decision Systems, Inc.

The Company's principal class of service for this segment is informational services for consumer credit report purposes. Customers include retailers, banks, financial institutions, utilities, petroleum companies, travel and entertainment card companies, auto finance and leasing firms, educational institutions and mortgage lenders. In 1995, this class of service accounted for 19.0% of the Company's total operating revenue, as compared with 20.9% in 1994,

and 23.6% in 1993.

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Companies in this segment primarily furnish consumer credit services, but also provide decision support and credit management services designed to meet specific customer needs. This includes consumer credit reporting information, risk management, collection services, locate services, fraud detection and prevention, credit card marketing programs, database marketing and database management systems, mortgage loan origination information, pc-based marketing systems, geo-demographic systems, mapping tools and modeling and analytical services, both domestically and internationally. These companies distribute information to customers through automated delivery, utilizing telephone transmission facilities.

The Company's consumer credit services operations, including non-owned affiliate bureaus, compete with two other large automated credit reporting organizations - TRW Credit Data and Trans Union Corporation. There are also numerous smaller local bureaus in this field.

Payment Services Segment

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This segment includes Equifax Payment Services, Inc. and its wholly-owned subsidiaries Equifax Check Services, Inc.; Equifax Card Services, Inc.; Light Signatures, Inc.; Financial Insurance Marketing Group, Inc.; and First Bankcard Systems, Inc.

Companies in this segment provide services to national and regional retail chains, banks, credit unions, savings institutions, automobile dealers and rental companies, hotel and motels, and others.

The Company's principal class of service for this segment is check guarantee and check verification services. In 1995, this class of service accounted for 8.6% of the Company's total revenue, as compared with 9.3% in 1994 and 10.1% in 1994.

These companies provide check guarantee services as well as credit card marketing enhancements and credit and debit card processing services to merchants and financial institutions. These services include on-line guarantees or verification of checks written at the point of sale, credit card and debit card processing for small to medium-size banks, credit unions, and other financial institutions, flexible credit card marketing enhancements, and software products for credit card, merchant and collection processing.

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

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

International Operations Segment

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This segment consists of Acrofax Inc.; Equifax Canada Inc. and its wholly-owned subsidiaries Equifax Canada (AFX) Inc. and Telecredit Canada, Inc.; Equifax Europe (U.K.) Ltd.; Equifax Europe Ltd, UAPT-Infolink plc; Equifax South America, Inc.; and Tecnicob, S.A. Also included in this segment are Transax (50.1%)

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owned) and Scorex (U.K.) Ltd. (49% owned); ASNEF-Equifax (49% owned); Organizacion Veraz (33.3% owned); and DICOM (50% owned).

The Company's principal class of service for this segment is consumer credit reporting. In 1995, this class of service accounted for 6.3% for the Company's total operating revenue, as compared with 6.2% in 1994 and 6.0% in 1993.

The companies in this segment primarily provide consumer credit services, but also provide other financial services. In Canada, financial services include automated business and consumer credit information, accounts receivable and collection and check guarantee services. In the U.K., consumer and commercial credit reporting, credit scoring, modeling services and check guarantee and electronic authorization services are provided. In Spain and Argentina, technology and expertise are provided to enhance credit information services. In Chile, commercial, financial and medical information services are provided.

Equifax Canada Inc. is clearly the market leader in providing consumer credit in Canada. Telecredit Canada, Inc. faces strong competition. In the

U.K., CCN, a subsidiary of Great Universal Stores, PLC holds the majority share of the consumer credit market, while Transax is the check guarantee market share leader. ASNEF-Equifax is a leader in providing credit information services in Spain. Veraz is the leading information providers in Argentina, while DICOM is the leading provider in Chile, Columbia and Peru.

Insurance Services Segment
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This segment consists of various business units of Equifax Services Inc.; Osborn Laboratories, Inc.; The Kit Factory, Inc.; Mid-American Technologies, Inc.; and Programming Resources Company.

The Company's principal class of service for this segment is providing information for insurance underwriting purposes. In 1995, this class of service accounted for 26.4% of the Company's total operating revenue, as compared with 25.9 in 1994 and 25.8% in 1993.

Equifax Services Inc. provides most all major life and health insurance companies with various informational services for help in determining the classification of applicants as risks for life and health insurance and for assistance in settling claims. Also, health data is provided to these companies for their use in underwriting the health aspects of their risks. Osborn Laboratories tests blood and urine for life and health insurance applicants. The Company also provides similar informational services to major property and casualty insurance companies including motor vehicle records, automated claim information for automobile and property insurers, automobile reclassification program management, workers' compensation audits and commercial inspections and surveys. The Company also provides customized software rating applications for commercial and personal line insurers. This information is used by insurance companies in evaluating applicants as risks and as an aid in determining the applicable rates. Automated information services are distributed through telephone transmission facilities.

The Company currently ranks first and is the market leader providing insurance related information services, while Osborn is the second largest laboratory of its kind in the U.S. Many smaller organizations, which focus on a limited number of services and which, in some cases, are concentrated in small geographic areas, provide fragmented competition.

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General Information Services Segment
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This segment consists of Equifax Healthcare Information Services, Inc.; Equifax Healthcare EDI Services, Inc.; HealthChex, Inc.; Health Economics Corporation; Equifax Government & Special Systems, Inc.; and High Integrity Systems, Inc.

The Company's principal class of service for this segment is providing healthcare information services. In 1995, this class of service accounted for 4.0% of the Company's total operating revenue, as compared with 3.9% in 1994 and 3.2% in 1993.

Companies in this segment providing health care services furnish a broad range of informational and administrative services which include electronic claim processing, on-line eligibility verification and claim status, physician profiling, automatic claim audits, national medical credentials verification, claims analysis, administration and utilization management, pre-admission certification, managed care plan services, electronic remittance and hospital bill audits.

Equifax Healthcare Information Services, Inc., HealthChex, Inc., Equifax Healthcare EDI Services, Inc., and Health Economics Corporation provide services to health care providers (hospitals and physicians), managed care organizations, health plan managers, insurers, purchasers and payers of group health coverage and governmental agencies.

High Integrity Systems, Inc., was formed to provide a lottery management system for the California State Lottery.

Competition is strong in all of the above areas. Companies offering health care services possess relatively small shares or are competing in young and growing markets. Other than stated above, competition in these areas is difficult to describe and information concerning such conditions is not material to a general understanding of the Company's business.

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

None of the Company's segments is dependent on any single customer, and the

Company's largest customer provides less than 10% of the Company's total revenues.

The Company had approximately 14,200 employees, as of December 31, 1995.

ITEM 2. PROPERTIES

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

The Company owns a total of four office buildings, one of which is located in La Habra, California and the other three located in England - one each in London, Corsham and Salisbury. The Company also owns two office/laboratory facilities, one of which with an adjoining 1.27 acres of vacant land, in a suburb of Kansas City, Olathe, Kansas. These office/laboratory facilities are utilized by the Company's subsidiary, Osborn Laboratories, Inc.

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The Company ordinarily leases office space of the general commercial type for conducting its business and is obligated under approximately 378 lease and other rental arrangements for its headquarters and field locations. The Company's operating leases involve principally office space and office equipment. Rental expense relating to these leases was \$46,898,000 in 1995, \$46,534,000 in 1994 and \$40,798,000 in 1993. In March 1994, the Company sold and leased back under operating leases certain land and buildings. The net sales price of \$55.1 million approximated the net book value of the related assets.

Future minimum payment obligations for noncancelable operating leases exceeding one year are as follows as of December 31, 1995:

<TABLE>
<CAPTION>

(In thousands)	Amount
<S>	<C>
1996	\$38,201
1997	32,312
1998	27,260
1999	21,315
2000	18,697
Thereafter	95,248

	\$233,033
	=====

</TABLE>

ITEM 3. LEGAL PROCEEDINGS

Reference is made to Lottery Contract Dispute, Litigation and Settlement Information reported in Note 3 of the Notes to Consolidated Financial Statements, included in Part II, Item 8 of this report, which is hereby incorporated by reference.

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EXECUTIVE OFFICERS OF THE REGISTRANT

The Company's executive officers, as of March 25, 1996, are listed below, with certain information relating to each of them:

<TABLE>
<CAPTION>

Name and Position With Company	Age	Executive Officer Since
<S>	<C>	<C>
D. W. McGlaughlin, President and Chief Executive Officer*	59	1989
Thomas F. Chapman, Executive Vice President*	52	1991
J. C. Chartrand, Executive Vice President*	61	1986

D. V. Smith, Executive Vice President	41	1990
D. J. Kohl, Senior Vice President	39	1995
D. U. Hallman, Senior Vice President and Chief Financial Officer	54	1991
J. T. Chandler, Corporate Vice President	48	1995
R. F. Haygood, Corporate Vice President	48	1993
T. H. Magis, Corporate Vice President, Secretary and General Counsel	55	1991
P. J. Mazzilli, Corporate Vice President & Controller	55	1995
M. E. Zakas, Corporate Vice President and Treasurer	37	1995

*Also serves as a Director

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There are no family relationships among the officers of the Company, nor are there any arrangements or understandings between any of the officers and any other persons pursuant to which they were selected as officers. The Board of Directors may elect an officer or officers at any meeting of the Board. Each elected officer is selected to serve until the date of the Annual Meeting of the Shareholders in each year.

Messrs. McGlaughlin, Chapman and Chartrand have each served as an officer of the Company for at least five years. Messrs. Smith, Magis, Hallman and Haygood have served in various executive capacities with the Company or its subsidiaries for more than five years before becoming an officer.

Mr. Kohl, prior to his election as Senior Vice President in July 1995, served as an executive in the Company's healthcare information services group since 1993. Prior to joining the Company, he served as corporate vice president for operations at Healthyne, Inc., a home healthcare services company. Before this, he served two years as president of HMSS, Inc., a home infusion therapy company and three years as chief operating officer of Abbey Healthcare, Inc., a home healthcare services company.

Ms. Zakas, prior to her election as Corporate Vice President and Treasurer in January 1996, served as Corporate Vice President-Investor Relations since October 1995. Prior to that, she served as Vice President and Director of Investor Relations of the Company since September 1993. Prior to that, she served at Holiday Inn Worldwide, an international hotel chain, as Director-Strategic Planning and Analysis from 1992-1993 and as Director-Project Finance from 1991-1992. From 1984 until 1991, she worked at Morgan Stanley and Co., an investment banking firm, in the areas of capital market services and corporate finance.

Mr. Chandler, prior to his election as Corporate Vice President in October 1995, served as Vice President-Compensation and Benefits Administration. Before joining the Company in 1991, he served as vice president of executive compensation and benefits for C&S/Sovran Corporation, a national bank, now known as NationsBank, N.A., for a period of four years.

Mr. Mazzilli, prior to his election as Corporate Vice President and Controller in October 1995, served as Vice President and Controller of the Company since 1992. Before joining the Company in 1992, he served as Vice President, Management Services for the Equitable Life Insurance Company for a period of six years.

PART II

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

STOCKHOLDER MATTERS

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

<TABLE>
<CAPTION>

DIVIDENDS PER SHARE

<S> Quarter	<C> 1990	<C> 1990	<C> 1992	<C> 1993	<C> 1994	<C> 1995
First	\$0.060	\$0.065	\$0.065	\$0.070	\$0.070	\$0.078
Second	0.060	0.065	0.065	0.070	0.078	0.078
Third	0.060	0.065	0.065	0.070	0.078	0.078
Fourth	0.060	0.065	0.065	0.070	0.078	0.083

Annual \$0.240 \$0.260 \$0.260 \$0.280 \$0.303 \$0.315

 </TABLE>

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STOCK PRICES

<TABLE>
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(In Dollars)	1992		1993		1994		1995	
<S>	High	Low	High	Low	High	Low	High	Low
<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
First Quarter	9.375	7.50	11.188	09.563	13.688	10.938	17	12.625
Second Quarter	9.688	7.188	10.500	8.688	15.188	11.563	17.5	15.313
Third Quarter	8.563	7.188	13.063	9.875	15.125	13.375	21.063	16.313
Fourth Quarter	10.313	7.313	13.688	11.438	15.25	12.000	21.75	18
Year	10.313	7.188	13.688	8.688	15.25	10.938	21.75	12.625

As of March 25, 1996, there were approximately 9,508 holders of record of the Company's common stock.

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ITEM 6. SUMMARY OF SELECTED FINANCIAL DATA

PART I (1995 - 1992)

<TABLE>
 <CAPTION>
 (Dollars in thousands, except per share amounts)

Year ended December 31	1995	1994	1993	1992
<S>	<C>	<C>	<C>	<C>
SUMMARY OF OPERATIONS				
Operating revenue	\$1,622,958	\$1,421,996	\$1,217,217	\$1,134,333
Operating costs and expenses before unusual items	1,360,019	1,207,889	1,049,750	992,995
Unusual items	-	-	(48,438)	-
Operating income	262,939	214,107	119,029	141,338
Other income	7,471	8,994	3,890	7,482
Interest expense	(21,172)	(15,624)	(10,923)	(4,029)
Income before income taxes and accounting changes	249,238	207,477	111,996	144,791
Provision for income taxes	101,588	87,131	48,481	59,445
Income before accounting changes	147,650	120,346	63,515	85,346
Cumulative prior years' effect of changes in accounting principles*	-	-	-	-
Net income	\$147,650	\$120,346	\$63,515	\$5,346
Dividends paid	\$50,223	\$47,161	\$42,041	\$42,770
PER COMMON SHARE DATA				
Income before accounting changes	\$0.98	\$0.81	\$0.42	\$0.52
Cumulative prior years' effect of changes in accounting principles	-	-	-	-
Net income	\$0.98	\$0.81	\$0.42	\$0.52
Dividends	\$0.315	\$0.303	\$0.280	\$0.260
Weighted average common shares outstanding	151,357,000	148,608,000	150,114,000	163,918,000
BALANCE SHEET DATA				
Assets at December 31	\$1,053,695	\$1,021,174	\$731,201	\$708,882
Long-term debt at December 31	\$302,665	\$211,967	\$200,070	\$191,749
Shareholders' equity at December 31	\$353,422	\$361,859	\$254,031	\$257,990
Common shares outstanding at December 31	147,245,000	151,790,000	149,618,000	151,550,000
OTHER INFORMATION				
Stock price per share at December 31	\$21.38	\$13.19	\$13.69	\$10.31
Book value per share at December 31	\$2.40	\$2.38	\$1.70	\$1.70
Market capitalization at December 31	\$3,147,362	\$2,001,731	\$2,047,896	\$1,562,859
Number of employees at December 31	14,200	14,200	12,800	12,400

</TABLE>

* The 1991 accounting change is for SFAS No. 106, "Postretirement Benefits Other Than Pensions".

The 1988 accounting change is for SFAS No. 96, "Accounting for Income Taxes".

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PART II (1991 - 1988)

<TABLE>

<CAPTION>

(Dollars in thousands, except per share amounts)

Year ended December 31	1991	1990	1989	1988
<S>	<C>	<C>	<C>	<C>
SUMMARY OF OPERATIONS				
Operating revenue	\$1,093,827	\$1,078,753	\$1,001,617	\$894,482
Operating costs and expenses before unusual items	969,136	941,976	881,606	801,785
Unusual items	(32,044)	(21,793)	(14,656)	(27,669)
Operating income	92,647	114,984	105,355	65,028
Other income	8,128	11,055	9,712	5,648
Interest expense	(7,253)	(13,177)	(10,365)	(3,331)
Income before income taxes and accounting changes	93,522	112,862	104,702	67,345
Provision for income taxes	39,424	48,932	41,170	33,295
Income before accounting changes	54,098	63,930	63,532	34,050
Cumulative prior years' effect of changes in accounting principles*	(48,991)	-	-	5,400
Net income	\$5,107	\$63,930	\$63,532	\$39,450
Dividends paid	\$42,623	\$35,823	\$32,003	\$22,948
PER COMMON SHARE DATA				
Income before accounting changes	\$0.33	\$0.39	\$0.40	\$0.22
Cumulative prior years' effect of changes in accounting principles	(0.30)	-	-	0.04
Net income	\$0.03	\$0.39	\$0.40	\$0.26
Dividends	\$0.260	\$0.240	\$0.215	\$0.195
Weighted average common shares outstanding	163,856,000	161,930,000	160,552,000	154,380,000
BALANCE SHEET DATA				
Assets at December 31	\$716,103	\$754,279	\$685,188	\$528,287
Long-term debt at December 31	\$77,114	\$143,050	\$88,883	\$30,169
Shareholders' equity at December 31	\$350,314	\$373,306	\$339,918	\$297,914
Common shares outstanding at December 31	164,294,000	162,424,000	161,058,000	159,974,000
OTHER INFORMATION				
Stock price per share at December 31	\$7.94	\$8.13	\$8.00	\$6.78
Book value per share at December 31	\$2.13	\$2.30	\$2.11	\$1.86
Market capitalization at December 31	\$1,304,084	\$1,319,695	\$1,288,464	\$1,084,864
Number of employees at December 31	13,400	14,200	13,900	13,500

* The 1991 accounting change is for SFAS No. 106, "Postretirement Benefits Other Than Pensions".

The 1988 accounting change is for SFAS No. 96, "Accounting for Income Taxes".

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ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL

CONDITION AND RESULTS OF OPERATION

This discussion and analysis should be read in conjunction with the consolidated financial statements and accompanying notes.

RESULTS OF OPERATIONS

Consolidated revenue for the year was \$1.62 billion, an increase of \$201.0 million or 14.1% over 1994. This increase is slightly less than the 16.8% increase in 1994, due primarily to the divestitures occurring in 1995. Revenue increased 7.9% in 1995 compared to 8.1% in 1994 after adjusting for acquisitions and divestitures (Note 2). Revenue growth in 1996, excluding 1996 acquisitions, should be slower than in 1995 or 1994, due to the full-year impact of 1995 divestitures and the slower pace of 1995 acquisitions over 1994.

Operating income of \$262.9 million increased \$48.8 million or 22.8% in 1995. In

1994, operating income increased \$46.6 million before the 1993 unusual charge (discussed below). The improvements in both years are the result of revenue increases in the higher margin businesses as well as continuing expense controls throughout the organization. The operating income margin in 1995 was 16.2% compared to 15.1% in 1994. The gains in 1995 were achieved despite very competitive conditions both domestically and internationally, as well as investments in integrating acquisitions and new products. Acquisitions and divestitures increased 1995 operating income by about 2.7 percentage points, but were slightly dilutive to net income and earnings per share due to higher interest cost and outstanding shares. The effects of acquisitions on operating income, net income and earnings per share were immaterial in 1994.

Earnings per share increased 21.0% to \$.98 in 1995 from \$.81 in 1994. For the year, the average shares outstanding increased 1.8% primarily due to stock issued in connection with 1994 acquisitions.

Net income was \$147.6 million in 1995, an increase of 22.7% versus 1994's net income of \$120.3 million. During the third quarter of 1993, the Company recorded an unusual charge of \$48.4 million (\$30.9 million after tax, or \$.21 per share) to write down the assets of its subsidiary, High Integrity Systems, Inc. (HISI), and accrue for costs related to litigation with the California State Lottery. Equifax settled this litigation in July 1995, pending the execution of a reinstated contract, which was completed in November 1995 (Note 3).

Equifax received a \$25 million payment from the California State Lottery during the fourth quarter 1995 in connection with the reinstatement of the lottery contract with HISI. The \$25 million payment was partially offset by certain expenses associated with the contract, resulting in a net gain of \$19.7 million.

In February 1996, Equifax's HISI announced that it had signed a subcontract with GTECH for services on its California lottery contract. Under the agreement, HISI subcontracted many of its obligations under the reinstated contract to GTECH. In connection with this subcontract, Equifax received \$58 million which will be recognized as revenue net of related expenses over the 66-month life of the contract.

Also, during the fourth quarter, the Company provided for certain restructuring charges in the operating groups totaling \$19.6 million, in connection with reduced staffing levels, lease terminations and the discontinuance of a certain product line.

There are five reporting segments: Credit Services, Payment Services and International Operations

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(comprising the Financial Services Group), Insurance Services, and General Information Services. These segments generally follow the Company's internal management organization and are based on similarities in product lines and industries served. The following discussion analyzes (1) revenue and operating income by the five segments, (2) general corporate expense, (3) consolidated other income, interest expense and effective income tax rates and (4) financial condition. Note 10 breaks out the segment results by quarter for 1995 and 1994.

<TABLE>
<CAPTION>
Credit Services

(in millions)	1995	1994	1993
<S>	<C>	<C>	<C>
Revenue	\$512.7	\$476.4	\$427.8
Operating income*	\$180.1	\$149.9	\$133.0

*before restructuring charge of \$3.2 million in 1995 (Note 9)

Credit Services is part of Financial Services Group and comprises Credit Reporting Services, Risk Management Services, Equifax National Decision Systems and Mortgage Services. Revenue growth in Credit Services was 7.6% in 1995, compared to 11.4% in 1994. Acquisitions accounted for 0.7 percentage points of the 1995 revenue increase and 5.6 percentage points of the 1994 revenue increase.

The revenue increase in 1995 was driven by Credit Reporting Services as a result of growth in its prescreening business for credit card issuers, as well as volume growth in the utilities, mortgage, national credit card and automotive industries. Improved quality and turnaround time allowed Equifax to gain market share in the competitive business of prescreening for credit card applicants. Pricing pressure continues within Credit Reporting Services. As a result, unit prices modestly declined. However, unit volume increases more than offset declines, and market share growth continued. Pricing pressures are expected to persist, but volume growth is expected to continue to more than offset declines. Credit Reporting Services continues to provide new services and products, such

as Decision Power, which contributed to the revenue growth in 1995 and are expected to make an even greater contribution in 1996.

Revenue in Risk Management Services increased 11.5% as a result of new customers from the outsourcing of many collections operations in the telecommunications and national credit card industries. Revenue also increased as a result of increased government student loan business.

National Decision Systems introduced several new products in 1995. The most significant is expected to be those of Business Geometrics, which did incur development expenses in 1995. Despite these costs, operating income in National Decision Systems increased slightly for the year.

During the second quarter, UCB Services was acquired and integrated with Mortgage Services. Driven by falling interest rates, the mortgage lending industry had an unusually high level of activity over the last several months of the year, although for the year, revenue in Mortgage Services decreased 14.9%. Production volume remained strong, and the industry continues to move to UCB Services' main lower-priced automated product.

Operating income increased 20.2% in 1995 following a 12.7% increase in 1994. These increases were driven by revenue growth, operating leverage and ongoing expense management. This segment reported continued margin increases.

During the fourth quarter of 1995, a restructuring charge of \$3.2 million was recorded primarily to reduce fixed expenses associated with Mortgage Services, reflecting the increasingly automated nature of the

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marketplace. The charge was taken to consolidate the number of offices from seven to three and reduce staffing levels.

<TABLE>
<CAPTION>
Payment Services

(In millions)	1995	1994	1993
<S>	<C>	<C>	<C>
Revenue	\$284.4	\$246.6	\$210.4
Operating income*	\$ 64.0	\$ 57.5	\$ 51.9

*before restructuring charge of \$0.5 million in 1995 (Note 9)

Payment Services is part of Financial Services and consists of Check Services, Card Services and FBS Software. Revenue increased 15.3% in 1995, with 3.8 percentage points attributable to the 1994 acquisitions of First Security Processing Services (FSPS) and FBS Software. Check Services revenue increased 4.5%, while Card Services revenue increased 24.6%, with the FSPS acquisition accounting for 5.1 percentage points of the increase in Card Services' revenue. In 1994, Payment Services revenue increased 17.2% with 5.1 percentage points attributable to the acquisitions of FSPS and FBS Software. In 1994, Check Services revenue increased 8% and Card Services revenue, excluding FSPS, increased 18%.

The dollar amount of checks guaranteed by Check Services and the average discount rate remained unchanged versus 1994. At the end of the third quarter 1995, one of Check Services' larger customers began authorizing its own checks in-house. Consequently, Check Services' fourth quarter 1995 revenue declined versus 1994, and 1996 annual revenue and operating income are expected to decline slightly from 1995 results. Equifax had expected to lose another large customer beginning January 1996, however, the customer decided against authorizing its own checks. Nevertheless, the possibility remains that other customers could choose to move their check authorization in-house.

Growth within Card Services is attributable to the higher number of cardholder accounts processed, due to business from new customers (i.e., credit unions and IBAA member banks) that either converted to or began using Equifax Card Services credit and debit card processing services, as well as growth in processing of existing cardholder and merchant transactions. During 1994, a contract with IBAA Bancard Inc. was renewed and a contract with Card Services for Credit Unions, Inc. (CSCU) took effect, both for a five-year term with incremental revenue due to increased service levels provided. IBAA Bancard is a service of the IBAA Community Banking Network, a wholly-owned subsidiary of the Independent Bankers' Association of America (the "Association"). Through a processing agreement with Equifax Card Services, IBAA Bancard provides banks that are members of the association with a comprehensive credit and debit card program.

Payment Services operating income increased \$6.5 million in 1995 versus a \$5.6 million increase in 1994. Operating income in Check Services was down modestly, as a result of higher claims losses and higher operating and selling expenses.

Operating income for Card Services increased 33.8% in 1995, due to the operating

leverage achieved with the strong revenue growth, as well as the FSPS acquisition. The increase in operating income for Payment Services in 1994 versus 1993 was driven primarily by higher profits resulting from higher revenue in Card Services.

In 1996, the Company expects continued strong growth in the Card Services area as a result of a growing customer base with the addition of banks and credit unions that are members of the IBAA and CSCU organizations. This growth will be tempered by an expected decline within Check Services. Payment Services is expected to record modest operating income growth in 1996, despite the expected decline

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within Check Services and one-time expenses associated with a major move to a new location in the Tampa area.

<TABLE>
<CAPTION>
Insurance Services

(in millions)	1995	1994	1993
<S>	<C>	<C>	<C>
Revenue	\$516.9	\$453.4	\$396.5
Operating income*	\$ 43.9	\$ 18.5	\$ 5.5

*before restructuring charge of \$9.2 million in 1995 (Note 9)

Revenue increased 14.0% in 1995 within Insurance Services versus an increase of 14.3% in 1994 as a result of the improved performance of all business units, acquisitions and increased MVR (Motor Vehicle Records) registry revenue. Insurance Services consists of Field Services, Data Services, Commercial Specialists, PRC, CUE UK and Osborn Laboratories. Revenue from Field Services, which includes Medical Products, Employment Services, Business Services and Claims Services, increased 3.1% in 1995 versus a decline of \$3 million in 1994. The increase in 1995 is primarily the result of increased market share in Medical Products due to a changing competitive landscape and continued growth outside the traditional customer base in Employment and Business Services.

Revenue from Data Services products increased \$5.7 million for 1995, despite competitive pricing pressure which is expected to continue in 1996. The Data Services revenue results were achieved through increased volume in most product lines and higher market share. MVR registry revenue was up \$19.8 million in 1995 due to continued growth in MVR units, but at a lower rate than experienced in 1994. In 1994, unit growth in MVR Registry was primarily attributable to a new contract that was entered into in mid-1993 with a large property and casualty insurance company. Revenue in Commercial Specialists was up 5.7% for the year. PRC and Osborn Laboratories accounted for the balance of the revenue increase due to their inclusion for the full year in 1995 versus a partial year in 1994.

In 1995, operating income more than doubled to \$43.9 million. This increase resulted from the strong performance of Data Services, cost controls within Field Services, continued improvement in CUE UK and Commercial Specialists, and the full year impact of 1994 acquisitions. Data Services posted an increase in operating income due to the leverage inherent with increased market share. In 1994, operating income for Insurance Services increased \$13.0 million versus 1993 due primarily to the strong performance of Data Services and Commercial Specialists, the reduction in losses within Field Services and the impact of acquisitions.

The focus on expense reduction and cost management within Field Services continues to yield significantly improved results. Staffing levels are down by 15% over the last two years. Where applicable, services have been automated or discontinued. The overall cost structure has been improved while experiencing a modest increase in revenue in 1995. The results are substantially improved versus 1994, as this unit was slightly profitable for the year. The Company believes that the continuation of these efforts is necessary as the demand for labor-intensive products continues to diminish.

CUE UK, a database product for the United Kingdom's insurance industry, was developed pursuant to a contract signed in November 1993. Late in 1994, CUE Home was introduced, and, during the fourth quarter of 1995, CUE Motor became available. This business unit reported a profit in 1995, despite the developmental costs for CUE Motor, and its performance is expected to continue to improve in 1996.

During the fourth quarter, a charge of \$9.2 million was taken, primarily in Field Services, to reduce staffing levels and bring fixed expenses in line with expected revenue levels. Technology initiatives have been

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targeted for field and home office systems improvement in 1996.

<TABLE>
<CAPTION>
International Operations

(in millions)	1995	1994	1993
<S>	<C>	<C>	<C>
Revenue	\$211.0	\$143.4	\$97.3
Operating income*	\$21.7	\$16.5	\$18.1

*before restructuring charge of \$1.7 million in 1995 (Note 9)

International Operations consists of Credit Services and Payment Services operations in Europe (primarily in the United Kingdom) and Canada. Equifax also has Credit Services joint ventures in Europe and South America. Revenue for the year was up 47.2% in 1995, primarily due to significant acquisition activity which accounted for 42.7 percentage points of the 1995 revenue increase. In 1994, this segment's revenue was up 47.4% primarily due to acquisitions.

Canadian revenue, exclusive of acquisitions and the second quarter 1995 sale of the Canadian field services insurance products business, was down 2.2% in 1995. This resulted from lower revenues within Credit Reporting Services due primarily to the sluggish Canadian economy and increased competition. Canada cheque services continues to grow revenue and gain market share.

Revenue from European operations increased 12.0% in 1995 excluding acquisitions. During the third quarter, Equifax acquired the Infocheck Group, a U.K.-based commercial credit reporting company. the revenue gain in Europe in 1995 continued the trend of revenue growth due to market share gains in Credit Services.

Operating income for International Operations increased 31.7% in 1995 versus a decline of 8.9% in 1994 primarily due to improved results in Europe. Operations in Canada posted an operating income increase in 1995 as a result of the divestiture of its unprofitable field services insurance products business, partially offset by lower profits due to the revenue decline in Canadian Credit Reporting Services.

In Europe, operating efficiencies resulting from the integration of the Infolink acquisition began to be realized during the last half of 1995. The combination of Infolink and the existing credit reporting business has enhanced the value of our databases and created substantial savings by eliminating duplicate costs. The synergies from the combined businesses should result in continued cost savings in 1996 and beyond.

During the fourth quarter, a restructuring charge of \$1.7 million was taken within Canadian operations to reduce staffing levels and other fixed expenses.

<TABLE>
<CAPTION>
General Information Services

(in millions)	1995	1994	1993
<S>	<C>	<C>	<C>
Revenue	\$97.9	\$102.2	\$85.2
Operating income (loss)*	\$(11.7)	\$1.0	\$(11.5)

*excludes income from lottery settlement of \$19.7 million and restructuring charge of \$4.4 million in 1995 and lottery contract provision of \$48.4 million in 1993 (Notes 3 and 9)

This segment comprises recently-acquired healthcare operations, development projects, marketing services operations and HISI, the lottery subsidiary. The revenue decline in 1995 of \$4.4 million is

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attributable to the divestitures of two marketing companies during the third quarter 1995, partially offset by acquisitions and growth within Healthcare Information Services. During the third quarter of 1995, Equifax sold Elrick & Lavidge and Quick Test, two of its marketing services companies. Equifax sold these two companies to focus better on its core businesses. Excluding the effects of non-comparable acquisitions and the divestitures of the two marketing companies, General Information Services' 1995 revenue increased 8.3%, with Healthcare Information Services increasing 6.4%. In 1994, revenue was up \$17.0 million, largely due to acquisitions made during the year.

This segment's operating loss in 1995 was \$11.7 million versus operating income of \$1.0 million in 1994. The 1995 operating loss is due primarily to higher expenses associated with the integration of healthcare acquisitions and the

development of Medical Credentials Verification Service (MCVS). MCVS is an internally developed database product which allows managed care organizations and hospitals to verify physician credentials. Revenues and profits from MCVS did not meet expectations in 1995, as market acceptance of this product was slower than expected. As a result, this product has been redefined and repriced, and MCVS is expected to see reasonable revenue growth, approaching break-even later in 1996. In 1994, the segment realized a one-time \$4.2 million gain on the fourth quarter sale of its interest in FYI On-Line, a joint venture with MCI.

Healthcare Information Services is composed of Healthcare Administrative Services, Healthcare EDI Services, Healthcare Analytical Services, Healthcare Database Services (MCVS) and Government and Special Systems. In total, we expect the Healthcare Information Services business units to improve their performance in 1996; however, they are still expected to show a modest loss. We are optimistic that the need to reduce healthcare administrative costs and improve the quality of care drives opportunity for our Healthcare Information Services business units.

During the fourth quarter, Equifax received a \$25 million payment from the California State Lottery in connection with the reinstatement of the lottery contract with Equifax's subsidiary, HISI. Partially offsetting this \$25 million payment were expenses associated with the contract, resulting in a net gain of \$19.7 million.

A restructuring charge of \$4.4 million was taken during the fourth quarter largely to reduce staffing levels within Healthcare Information Services and to write off a discontinued product line.

<TABLE>
<CAPTION>
General Corporate Expense

(in millions)	1995	1994	1993
<S>	<C>	<C>	<C>
Expense	\$35.1	\$29.2	\$29.6

*before restructuring charge of \$0.5 million in 1995 (Note 9)

General corporate expense increased \$5.9 million in 1995, due primarily to higher performance share plan expense, driven by the Company's higher share price. General corporate expense was essentially flat in 1994.

<TABLE>
<CAPTION>
Other Income, Interest Expense And Effective Income Tax Rates

(dollars in millions)	1995	1994	1993
<S>	<C>	<C>	<C>
Other income	\$7.5	\$9.0	\$3.9
Interest expense	\$21.2	\$15.6	\$10.9
Effective income tax rate	40.8%	42.0%	43.3%

Other income consists primarily of investment interest and dividends. Fluctuations between years was caused primarily by certain non-recurring items recorded in each of the years.

The increase in interest expense reflects the higher levels of borrowing due to acquisitions and share repurchases.

The effective tax rate of 40.8% in 1995 was lower than 1994's rate due in large part to a change in the mix of foreign income between tax jurisdictions with different effective tax rates. The effective tax rate of 42% in 1994 was lower than in 1993 due to the limited state income tax benefits related to the HISI write-off and operating losses in 1993.

FINANCIAL CONDITION

Equifax's financial condition remained strong in 1995. Net cash provided by operations was \$159.9 million, compared with \$162.6 million in 1994. Normal capital expenditures, working capital needs and dividend payments were all met with internally generated funds. Working capital increased \$40.2 million during the year.

During 1995, the Company made acquisitions and equity investments totaling \$28.8 million, \$8.7 million in payments related to 1994 acquisitions, \$10.0 million to provide financing to Physician Computer Network (PCN) (Note 2) and also repurchased 6.8 million of its own common shares in open market transactions

totaling \$132.7 million. These transactions were principally financed by a combination of \$70.9 million net increase in long-term debt, excess cash generated from operations and existing cash reserves.

Capital expenditures for 1995, exclusive of acquisitions and the PCN financing, were \$49.0 million. Capital expenditures for 1996 are projected to total approximately \$91 million, but other expenditures are possible as new investment opportunities arise. Capital expenditures are expected to be higher in 1996 due to investments in new products and services, improved systems, and the Payment Services move to a new site in the Tampa area. Budgeted expenditures should be met with internally generated funds.

In August 1995, the Company structured a new revolving credit facility with eight banks totaling \$550 million that will expire in the year 2000. It replaces the old \$450 million facility. At December 31, 1995, \$550 million was available under the new facility which remains available to fund future capital requirements, including the possible purchase of the CSC collections and credit reporting businesses (Note 8). The Company is also beginning to investigate additional long-term notes to finance the potential share repurchases associated with the Board of Directors authorization in 1995 (Note 6). Management feels that the Company's liquidity will remain strong in both the short term and long term, and that the Company has sufficient debt capacity to finance all of these requirements, if necessary.

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ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

CONSOLIDATED BALANCE SHEETS

<TABLE>
<CAPTION>
(In thousands)

December 31	1995	1994
<S>	<C>	<C>
ASSETS		
Current Assets:		
Cash and cash equivalents	\$26,136	\$79,409
Accounts receivable, net of allowance for doubtful accounts of \$7,077 in 1995 and \$6,516 in 1994	258,335	242,645
Deferred income tax assets	30,594	26,472
Other current assets	51,611	27,353
	-----	-----
Total current assets	366,676	375,879
	-----	-----
Property and Equipment:		
Land, buildings and improvements	18,050	13,841
Data processing equipment and furniture	218,699	203,189
	-----	-----
	236,749	217,030
Less-Accumulated depreciation	148,901	132,792
	-----	-----
	87,848	84,238
	-----	-----
Goodwill	353,571	331,438
	-----	-----
Purchased Data Files	74,828	85,621
	-----	-----
Other	170,772	143,998
	-----	-----
	\$1,053,695	\$1,021,174
	=====	=====

</TABLE>

The accompanying notes are an integral part of these balance sheets.

<TABLE>
<CAPTION>
(In thousands, except par value)

December 31	1995	1994
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Short-term debt and current maturities of long-term debt	\$20,384	\$63,713
Accounts payable	62,194	53,561
Accrued salaries and bonuses	27,919	29,410
Income taxes payable	-	21,204
Other current liabilities	140,123	132,158
	-----	-----
Total current liabilities	250,620	300,046
	-----	-----
Long-Term Debt, Less Current Maturities	302,665	211,967
	-----	-----
Postretirement Benefit Obligation	80,885	83,029
	-----	-----
Other Long-Term Liabilities	66,103	64,273
	-----	-----
Commitments and Contingencies (Note 8)		
Shareholders' Equity:		
Common stock, \$1.25 par value; shares authorized - 250,000; issued - 168,812 in 1995 and 166,777 in 1994; outstanding - 147,245 in 1995 and 151,790 in 1994	211,015	208,471
Paid-in capital	171,020	145,859
Retained earnings	269,986	175,894
Cumulative foreign currency translation adjustment	(13,777)	(13,386)
Treasury stock, at cost, 14,847 shares in 1995 and 8,187 shares in 1994 (Note 6)	(218,613)	(87,975)
Stock held by employee benefits trusts, at cost, 6,719 shares in 1995 and 6,800 shares in 1994 (Note 6)	(66,209)	(67,004)
	-----	-----
Total shareholders' equity	353,422	361,859
	-----	-----
	\$1,053,695	\$1,021,174
	=====	=====

</TABLE>

CONSOLIDATED STATEMENTS OF INCOME

<TABLE>
<CAPTION>
(In thousands, except per share amounts)

Year Ended December 31	1995	1994	1993
Operating revenue			
	\$1,622,958	\$1,421,996	\$1,217,217
	-----	-----	-----
Costs and expenses:			
Costs of services	1,038,881	905,307	780,429
Selling, general and administrative expenses	321,231	302,582	269,321
Provision (credit) related to lottery contract (Note 3)	(19,665)	-	48,438
Restructuring provision (Note 9)	19,572	-	-
	-----	-----	-----
Total costs and expenses	1,360,019	1,207,889	1,098,188
Operating income	262,939	214,107	119,029
Other income, net	7,471	8,994	3,890
Interest expense	21,172	15,624	10,923

Income before income taxes	249,238	207,477	111,996
Provision for income taxes	101,588	87,131	48,481
Net income	\$147,650	\$120,346	\$63,515
Weighted average common shares outstanding	151,357	148,608	150,114
Per common share:			
Net income	\$0.98	\$0.81	\$0.42
Dividends	\$0.315	\$0.303	\$0.280

</TABLE>

The accompanying notes are an integral part of these statements.

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CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

<TABLE>

<CAPTION>

(In thousands)

Year Ended December 31	1995	1994	1993
Common Stock:			
Balance at beginning of year	\$208,471	\$206,554	\$205,821
Shares issued under stock plans	2,544	1,917	733
Balance at end of year	\$211,015	\$208,471	\$206,554
Paid-In Capital:			
Balance at beginning of year	\$145,859	\$108,807	\$104,262
Shares issued under stock plans	17,243	12,930	4,545
Adjustment for treasury stock reissued for acquisitions	884	20,267	-
Other	7,034	3,855	-
Balance at end of year	\$171,020	\$145,859	\$108,807
Retained Earnings:			
Balance at beginning of year	\$175,894	\$102,709	\$81,235
Net income	147,650	120,346	63,515
Cash dividends	(50,223)	(47,161)	(42,041)
Other	(3,335)	-	-
Balance at end of year	\$269,986	\$175,894	\$102,709
Cumulative Foreign Currency Translation Adjustment:			
Balance at beginning of year	\$(13,386)	\$(10,077)	\$(6,349)
Adjustment during year	(391)	(3,309)	(3,728)
Balance at end of year	\$(13,777)	\$(13,386)	\$(10,077)
Treasury Stock:			
Balance at beginning of year	\$(87,975)	\$(92,870)	\$(126,979)
Cost of shares repurchased	(132,668)	(57,985)	(26,983)
Cost of shares transferred to employee benefits trusts	-	5,912	61,092
Cost of shares reissued for acquisitions	2,030	56,968	-
Balance at end of year	\$(218,613)	\$(87,975)	\$(92,870)
Stock Held By Employee Benefits Trusts:			
Balance at beginning of year	\$(67,004)	\$(61,092)	\$-
Cost of shares transferred from treasury stock	-	(5,912)	(61,092)
Cost of shares reissued under stock plans	795	-	-
Balance at end of year	\$(66,209)	\$(67,004)	\$(61,092)

</TABLE>

The accompanying notes are an integral part of these statements.

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CONSOLIDATED STATEMENTS OF CASH FLOWS

<TABLE>

<CAPTION>

(In thousands)

Year Ended December 31	1995	1994	1993
<S>	<C>	<C>	<C>
Cash flows from operating activities:			
Net income	\$147,650	\$120,346	\$63,515
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	77,045	66,496	54,924
Restructuring provision, net of cash payments	16,136	-	-
Provision for lottery contract dispute and litigation	-	-	48,438
Changes in assets and liabilities, excluding effects of acquisitions:			
Accounts receivable, net	(20,618)	(28,018)	(25,077)
Current liabilities, excluding debt	(40,585)	23,972	16,324
Other current assets	(22,479)	(5,035)	1,847
Deferred income taxes	10,373	(15,725)	(24,361)
Other long-term liabilities, excluding debt	450	569	445
Other assets	(8,024)	-	-
Net cash provided by operating activities	159,948	162,605	136,055
Cash flows from investing activities:			
Additions to property and equipment	(31,687)	(20,173)	(39,757)
Additions to other assets, net	(27,344)	(12,163)	(14,616)
Acquisitions, net of cash acquired	(14,716)	(144,528)	(23,784)
Investments in unconsolidated affiliates	(14,066)	(15,303)	-
Deferred payments on prior year acquisitions	(8,743)	-	-
Proceeds from sale of businesses	14,868	-	-
Proceeds from sale of land and buildings	-	57,079	-
Change in short-term investments	-	-	3,357
Net cash used by investing activities	(81,688)	(135,088)	(74,800)
Cash flows from financing activities:			
Net short-term borrowings (payments)	(44,274)	62,227	-
Additions to long-term debt	82,402	-	198,980
Payments on long-term debt	(11,462)	(2,375)	(191,209)
Treasury stock purchases	(132,668)	(57,985)	(26,983)
Dividends paid	(50,223)	(47,161)	(42,041)
Proceeds from exercise of stock options	16,596	11,786	3,481
Other	7,034	3,855	-
Net cash used by financing activities	(132,595)	(29,653)	(57,772)
Effect of foreign currency exchange rates on cash	1,062	(4,059)	(1,865)
Net cash provided (used)	(53,273)	(6,195)	1,618
Cash and cash equivalents, beginning of year	79,409	85,604	83,986
Cash and cash equivalents, end of year	\$26,136	\$79,409	\$85,604

</TABLE>

The accompanying notes are an integral part of these statements.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. SIGNIFICANT ACCOUNTING AND REPORTING POLICIES

PRINCIPLES OF CONSOLIDATION. The consolidated financial statements include the accounts of the Company and its majority-owned subsidiaries. All significant intercompany transactions and balances have been eliminated. Certain prior year amounts have been reclassified to conform with the current year presentation.

NATURE OF OPERATIONS. The Company principally provides information services to businesses that help them grant credit, authorize and process credit card and check transactions, insure lives and property, and manage and control healthcare costs. The principal lines of business are credit services, payment services, insurance services and healthcare information services (see Note 11 for industry segment information). The principal markets for credit and payment services are retailers, banks and financial institutions, while those for insurance services are life and health and property and casualty insurance companies. The principal markets for healthcare information services are healthcare providers, payors, and managed care organizations. The Company's operations are predominately located within the United States.

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

PROPERTY AND EQUIPMENT. The cost of property and equipment is depreciated primarily on the straight-line basis over estimated asset lives of 30 to 50 years for buildings; useful lives, not to exceed lease terms, for leasehold improvements; three to five years for data processing equipment and eight to 20 years for furniture.

GOODWILL. Goodwill is amortized on a straight-line basis primarily over 40 years. Amortization expense was \$11,033,000 in 1995, \$7,380,000 in 1994, and \$3,113,000 in 1993. As of December 31, 1995, and 1994, accumulated amortization was \$33,761,000 and \$23,750,000, respectively. The Company regularly evaluates whether events and circumstances have occurred that indicate the carrying amount of goodwill may warrant revision or may not be recoverable. When factors indicate that goodwill should be evaluated for possible impairment, the Company uses an estimate of the future undiscounted net cash flows of the related business over the remaining life of the goodwill in measuring whether the goodwill is recoverable.

PURCHASED DATA FILES. Purchased data files are amortized on a straight-line basis primarily over 15 years. Amortization expense was \$11,029,000 in 1995, \$11,331,000 in 1994, and \$9,674,000 in 1993. As of December 31, 1995, and 1994, accumulated amortization was \$63,528,000 and \$52,293,000, respectively.

OTHER ASSETS. Other assets at December 31, 1995, and 1994, consist of the following:

(In thousands)	1995	1994
Purchased software	\$ 43,692	\$ 39,355
Systems development and other deferred costs	42,826	41,149
Investments in unconsolidated affiliates	39,998	26,876
Other	44,256	36,618

</TABLE>

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(In thousands)	1995	1994
Purchased software and systems development and other deferred costs	\$170,772	\$143,998

</TABLE>

Purchased software and systems development and other deferred costs are being amortized on a straight-line basis over five to ten years. Amortization expense for other assets was \$22,390,000 in 1995, \$18,138,000 in 1994, and \$13,593,000 in 1993. As of December 31, 1995, and 1994, accumulated amortization was \$82,164,000 and \$70,055,000, respectively.

FOREIGN CURRENCY TRANSLATION. The assets and liabilities of foreign subsidiaries are translated at the year-end rate of exchange, and income statement items are translated at the average rates prevailing during the year. The resulting translation adjustment is recorded as a component of shareholders' equity. Exchange gains and losses on intercompany balances of a long-term investment nature are also recorded as a component of shareholders' equity. Other foreign currency translation gains and losses, which are not material, are recorded in the consolidated statements of income.

CONSOLIDATED STATEMENTS OF CASH FLOWS. The Company considers cash equivalents to be short-term cash investments with original maturities of three months or less.

Cash paid for income taxes and interest is as follows:

(In thousands)	1995	1994	1993
Income taxes, net of amounts refunded	\$118,645	\$91,643	\$62,666
Interest	\$ 21,127	\$14,604	\$10,846

In 1995, 1994 and 1993, the Company acquired various businesses that were accounted for as purchases (Note 2). In conjunction with these transactions, liabilities were assumed as follows:

(In thousands)	1995	1994	1993
Fair value of assets acquired	\$60,187	\$330,898	\$32,484
Cash paid for acquisitions	14,836	153,143	26,949
Value of treasury shares reissued for acquisitions	-	77,235	-
Notes and deferred payments	13,369	16,974	400
Liabilities assumed	\$31,982	\$ 83,546	\$ 5,135

FINANCIAL INSTRUMENTS. The Company's financial instruments consist primarily of cash and cash equivalents, accounts and notes receivable, accounts payable and short-term and long-term debt. The carrying amounts of these items, other than long-term notes receivable and long-term debt, approximate their fair market value due to their short maturity. As of December 31, 1995, the fair value of the Company's long-term notes receivable (determined primarily by contractual terms and market prices) was \$18,538,000 compared to its carrying value of \$11,331,000. As of December 31, 1995, the fair value of the Company's long-term debt (determined primarily by broker quotes) was \$309,671,000 compared to its carrying value of \$304,666,000. During 1995, the Company did not hold any derivative financial instruments.

ACCOUNTING STANDARDS CHANGE. In March 1995, the Financial Accounting Standards Board issued Financial Accounting Standard No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of," which establishes accounting standards for the impairment of long-lived assets, certain identifiable intangibles and goodwill related to those assets to be held and used, as well as for long-lived assets and certain identifiable intangibles to be disposed of. The Company will be required to adopt the new Standard in the first quarter of 1996, and management does not expect its effect to be material to the Company's consolidated financial position.

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2. ACQUISITIONS, DIVESTITURES, AND INVESTMENTS IN UNCONSOLIDATED AFFILIATES AND NOTES RECEIVABLE

During 1995, 1994 and 1993, the Company acquired or made equity investments in the following businesses:

Business	Date Acquired	Industry Segment	Percentage Ownership
DICOM S.A. (Chile)	December 1995	International	50.0% / (1) /
Tecnicob S.A. (France)	July 1995	Payment Services	100.0%
The Infocheck Group Limited (U.K.)	July 1995	International	100.0%
UCB Services, Inc.	April 1995	Credit	100.0%
Medical Review Systems, L.P.	March 1995	General	100.0%
Vallance and Associates, Inc.	February 1995	Insurance	100.0%
Osborn Laboratories, Inc.	November 1994	Insurance	100.0%
UAPT - Infolink plc (U.K.)	October 1994	International	100.0%
Electronic Tabulating Service	September 1994	General	100.0%
DICOM S.A. (Chile)	August 1994	International	25.0%
Canadian Bonded Credits	August 1994	International	100.0%
FBS Software (First Bankcard Systems, Inc.)	July 1994	Payment Services	100.0%
First Security Processing Services	July 1994	Payment Services	100.0%
Organizacion Veraz (Argentina)	May 1994	International	33.3%
ASNEF - Equifax Servicios de Informacion de Credito, S.L. (Spain)	May 1994	International	49.0%
HealthChex	May 1994	General	100.0%
Programming Resources Company	April 1994	Insurance	100.0%
Transax plc (U.K.)	April 1994	International	50.1% / (2) /
Charlotte Credit Bureau	February 1994	Credit	100.0%
Cooperative Healthcare Networks	January 1994	General	100.0%

Newbridge, Inc. Insurance Services	October 1993	General	100.0%
Credit Bureau of Ocala Inc.	September 1993	Credit	100.0%
Integratec, Inc.	August 1993	Credit	100.0%

</TABLE>

/(1)/ Increased to 50.0% from the 25.0% ownership position acquired in 1994.
/(2)/ Increased to 50.1% from the 20.0% ownership position acquired in 1992.

The 1995 acquisitions of greater than 50% ownership were accounted for as purchases, and had an aggregate purchase price of \$28,205,000, with \$33,147,000 allocated to goodwill and \$11,337,000 to other assets (primarily purchased software). Their results of operations have been included in the consolidated statements of income from the dates of acquisition and were not material. They were purchased using a combination of cash totaling \$14,836,000 and notes payable to sellers of \$13,369,000. Additional consideration may be paid for certain of the acquisitions based on their future operating performance.

During 1995, the Company increased its investment in DICOM S.A. from 25% to 50% at a total cost of \$11,502,000, and made investments in several other unconsolidated affiliates totaling \$2,564,000. These investments, accounted for under the equity method, were purchased with cash and recorded as other assets.

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In 1995, the Company also invested \$10 million to provide financing to Physician Computer Network, Inc. (PCN), a national network of medical practice management systems. The PCN financing is in the form of a five-year subordinated promissory note, convertible into shares of PCN common stock at a conversion price of \$5.20 per share (subject to certain conditions and adjustments). The note is recorded in other assets. In conjunction with the financing, the Company entered into an exclusive marketing agreement with PCN, whereby PCN will integrate certain of the Company's healthcare services into its product line and promote the Company as its exclusive claims clearinghouse for PCN customers.

During the third quarter of 1995, the Company sold its two market research businesses in the General Information Services segment, Elrick & Lavidge and Quick Test. Cash proceeds from these sales totaled \$14,868,000 and resulted in an immaterial gain, recorded in other income.

The 1994 acquisitions of greater than 50% ownership were accounted for as purchases, and had an aggregate purchase price of \$247,352,000, with \$212,765,000 allocated to goodwill, \$19,987,000 to purchased data files, and \$37,883,000 to other assets (primarily purchased software). Their results of operations have been included in the consolidated statements of income from the dates of acquisition. They were purchased using a combination of cash totaling \$153,143,000, notes and deferred payments of \$16,974,000, and the reissuance of treasury shares with a market value of \$77,235,000. Additional consideration may be paid for certain of the acquisitions based on their future operating performance. During 1995, additional consideration of \$1,633,000 was paid by the reissuance of treasury shares for guarantees made by the Company related to the value to be realized by certain sellers upon their disposition of treasury shares received in 1994.

The 1994 acquisitions of less than 50% ownership were accounted for under the equity method and had an aggregate purchase price of \$15,303,000. They were purchased with cash and recorded as other assets.

The 1993 acquisitions, which were accounted for as purchases, had an aggregate purchase price of \$27,349,000, of which \$14,002,000 was allocated to goodwill and \$5,007,000 to purchased data files. Their results of operations have been included in the consolidated statements of income from the dates of acquisition and were not material to the results of operations of the Company.

3. LOTTERY CONTRACT DISPUTE, LITIGATION, AND SETTLEMENT

High Integrity Systems, Inc. (HISI), a Company subsidiary, entered into a contract in July 1992 to provide lottery services to the state of California, whereby HISI agreed to provide a system to automate the processing of instant lottery tickets and a system to sell on-line game tickets through 10,000 low-volume terminals.

On April 26, 1993, the California State Lottery (CSL) filed suit against HISI in Superior Court, Sacramento County, California, with said complaint amended May 7, 1993 naming Equifax Inc., et al. and Federal Insurance Company as additional defendants. The CSL sought unspecified damages for alleged breach of contract and injunctive relief. On May 7, 1993, HISI filed a cross-complaint against the CSL seeking compensatory and general damages in an amount not less than \$65 million and special and consequential damages in an amount not less than \$100 million alleging breach of contract and seeking recovery of the reasonable value of the labor and materials expended on behalf of the CSL based on the theory of quantum meruit and unjust enrichment.

In September 1993, the Company recorded a provision of \$48,438,000 (\$30,939,000 after tax, or \$.21 per

share) related to the lottery contract to write down data processing equipment and other assets to their estimated net realizable value and to accrue for estimated costs related to litigation with the CSL.

On July 14, 1995, the CSL and HISI jointly announced a renewed business agreement which allowed the litigation between the parties to be settled pending execution of the terms of the contract. On November 9, 1995, the CSL and HISI finalized the terms of the reinstated contract. The final settlement was approved by the trial court on December 19, 1995, and provides that the CSL and HISI shall file dismissals with prejudice of their respective claims no later than 365 days following the trial court's approval.

The settlement provides for a reinstated contract whereby HISI will install its system to automate the processing of instant lottery tickets, with the CSL purchasing 6,700 terminals, related security hardware and licensing various software applications developed to support the system from HISI for \$25,000,000. In the fourth quarter of 1995, the Company recorded a credit of \$19,665,000 (\$11,996,000 after tax, or \$.08 per share) to reflect the financial impact of this settlement net of related legal expenses and additional costs to be incurred by the Company to complete the system software and install the terminals. Under the reinstated contract, HISI will initially install a minimum of 6,000 terminals with HISI retaining an option to install up to 4,000 additional terminal locations, with CSL approval. HISI is also guaranteed to receive 66 months of revenue for each of the 6,000 terminals at the rate of 5% on each dollar of lottery ticket sales occurring from each terminal. If HISI completes the system and acceptance testing within specified dates, an incentive payment of up to \$4,000,000 may be earned. HISI and the CSL have established an oversight committee and engaged an independent technical advisor who will consult in the design and implementation of acceptance testing and start-up activities.

On February 6, 1996, HISI and GTECH Corporation (GTECH) entered into an agreement whereby HISI subcontracted many of its obligations under the reinstated contract to GTECH. This subcontract provides for a one-time payment of \$58,000,000 by GTECH to HISI, and also provides that future payments received by HISI from the CSL for lottery ticket sales and incentives earned be paid to GTECH. The \$58,000,000 received by HISI will be recognized as revenue over the term of the reinstated CSL contract, net of related expenses.

4. LONG-TERM DEBT AND SHORT-TERM BORROWINGS

Long-term debt at December 31, 1995 and 1994 is as follows:

<TABLE>
<CAPTION>

(In thousands)	1995	1994
<S>	<C>	<C>
Senior Notes, 6.5%, due 2003, net of unamortized discount of \$765 in 1995 and \$867 in 1994	\$199,235	\$199,133
Term loan, varying interest rate, 6.1% at December 31, 1995, due 1997	50,000	-
Term loan, denominated in Pounds Sterling, varying interest rate, 7.01% at December 31, 1995, due 2000	31,890	-
Other	23,541	14,994
	-----	-----
	304,666	214,127
Less current maturities	2,001	2,160
	-----	-----
	\$302,665	\$211,967
	=====	=====

</TABLE>

The Company has available a committed \$550 million revolving credit facility with a group of commercial banks that expires August 2000. The agreement provides interest rate options tied to Base Rate, LIBOR,

or Money Market indexes, and contains certain financial covenants related to fixed charge coverage, funded debt to cash flow and limitations on subsidiary indebtedness. Scheduled maturities of long-term debt during the five years subsequent to December 31, 1995, are as follows: \$2,001,000 in 1996, \$57,361,000 in 1997, \$886,000 in 1998, zero in 1999, and \$44,935,000 in 2000.

Short-term borrowings at December 31, 1995, consist of \$18,383,000 in notes payable to banks, and have a weighted average interest rate of 6.72%. These notes are primarily denominated in Pounds Sterling.

5. INCOME TAXES

The Company records deferred income taxes using enacted tax laws and rates for the years in which the taxes are expected to be paid. Deferred income tax assets and liabilities are recorded based on the differences between the financial reporting and income tax bases of assets and liabilities.

The provision for income taxes consists of the following:

<TABLE> <CAPTION> (In thousands)	1995	1994	1993
-----	-----	-----	-----
<S>	<C>	<C>	<C>
Current:			
Federal	\$ 69,274	\$ 75,736	\$ 54,373
State	14,548	13,904	9,193
Foreign	7,914	10,713	9,670
	-----	-----	-----
	91,736	100,353	73,236
	=====	=====	=====
Deferred:			
Federal	8,161	(10,774)	(22,935)
State	1,163	(1,437)	(1,920)
Foreign	528	(1,011)	100
	-----	-----	-----
	9,852	(13,222)	(24,755)
	-----	-----	-----
Total	\$101,588	\$ 87,131	\$ 48,481
	=====	=====	=====

</TABLE>

The provision for income taxes is based upon income before income taxes as follows:

<TABLE> <CAPTION> (In thousands)	1995	1994	1993
-----	-----	-----	-----
<S>	<C>	<C>	<C>
United States	\$232,871	\$191,332	\$ 92,593
Foreign	16,367	16,145	19,403
	-----	-----	-----
	\$249,238	\$207,477	\$111,996
	=====	=====	=====

</TABLE>

The provision for income taxes is reconciled with the federal statutory rate as follows:

<TABLE> <CAPTION> (Dollars in thousands)	1995	1994	1993
-----	-----	-----	-----
<S>	<C>	<C>	<C>
Federal statutory rate	35.0%	35.0%	35.0%
	=====	=====	=====
Provision computed at federal statutory rate	\$ 87,233	\$ 72,617	\$ 39,199
State and local taxes, net of federal tax benefit	10,212	8,104	4,728
Other	4,143	6,410	4,554
	-----	-----	-----
	\$101,588	\$ 87,131	\$ 48,481
	=====	=====	=====

</TABLE>

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Components of the Company's deferred income tax assets and liabilities at December 31, 1995 and 1994 are as follows:

<TABLE> <CAPTION> (In thousands)	1995	1994
-----	-----	-----
<S>	<C>	<C>
Deferred income tax assets:		
Postretirement benefits	\$ 32,868	\$ 34,082
Reserves and accrued expenses	33,420	30,850
Provision for lottery contract dispute and litigation	1,210	17,499
Employee compensation programs	15,561	10,737
Other	10,547	8,615
	-----	-----

	93,606	101,783
	-----	-----
Deferred income tax liabilities:		
Data files and other assets	(41,300)	(48,062)
Depreciation	(4,401)	(5,034)
Pension expense	(7,128)	(4,216)
Safe harbor lease agreements	(3,557)	(4,602)
Other	(11,419)	(11,156)
	-----	-----
	(67,805)	(73,070)
	-----	-----
Net deferred income tax asset	\$ 25,801	\$ 28,713
	=====	=====

</TABLE>

The Company's deferred income tax assets and liabilities at December 31, 1995 and 1994 are included in the balance sheet as follows:

<TABLE>
<CAPTION>

(In thousands)	1995	1994
	-----	-----
<S>	<C>	<C>
Deferred income tax assets	\$30,594	\$26,472
Other assets	4,454	9,286
Other long-term liabilities	(9,247)	(7,045)
	-----	-----
Net deferred income tax asset	\$25,801	\$28,713
	=====	=====

</TABLE>

Accumulated undistributed retained earnings of Canadian subsidiaries amounted to approximately \$100,334,000 at December 31, 1995. No provision for Canadian withholding taxes or United States federal income taxes is made on foreign earnings because they are considered by management to be permanently invested in those subsidiaries and, under the tax laws, are not subject to such taxes until distributed as dividends. If the earnings were not considered permanently invested, approximately \$10,033,000 of deferred income taxes would have been provided. Such taxes, if ultimately paid, may be recoverable as foreign tax credits in the United States.

6. SHAREHOLDERS' EQUITY

STOCK SPLIT AND RIGHTS PLAN. In October 1995, the Company's Board of Directors approved a two-for-one stock split payable December 15, 1995, to shareholders of record on November 24, 1995. Accordingly, all share and per share data have been restated to give effect to this split.

Also in October 1995, the Company's Board of Directors adopted a Shareholder Rights Plan (Rights Plan). The Rights Plan contains provisions to protect the Company's shareholders in the event of an unsolicited offer to acquire the Company, including offers that do not treat all shareholders equally, the acquisition in the open market of shares constituting control without offering fair value to all shareholders, and other coercive, unfair or inadequate takeover bids and practices that could impair the ability of the Board of

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Directors to represent shareholders' interests fully. Pursuant to the Rights Plan, the Board of Directors declared a dividend of one Share Purchase Right (a Right) for each outstanding share of the Company's common stock, with distribution to be made to shareholders of record as of November 24, 1995. The Rights, which will expire in November 2005, initially will be represented by, and trade together with, the Company's common stock. The Rights are not currently exercisable and do not become exercisable unless certain triggering events occur. Among the triggering events is the acquisition of 20% or more of the Company's common stock by a person or group of affiliated or associated persons. Unless previously redeemed, upon the occurrence of one of the specified triggering events, each Right that is not held by the 20% or more shareholder will entitle its holder to purchase one share of common stock or, under certain circumstances, additional shares of common stock at a discounted price.

TREASURY SHARES. During 1995, 1994, and 1993, the Company repurchased 6,847,000, 4,780,000, and 2,519,000 of its own common shares through open market transactions at an aggregate cost of \$132,668,000, \$57,985,000, and \$26,983,000, respectively. During 1995, the Company's Board of Directors authorized an additional \$250,000,000 in share repurchases, and at December 31, 1995, approximately \$157,000,000 remained available for future purchases. During 1994, the Company reissued 5,417,000 treasury shares in connection with four acquisitions (Note 2).

In April 1993, the Company established the Equifax Inc. Employee Stock Benefits Trust to fund various employee benefit plans and compensation programs. In

November 1993, the Company transferred 6,200,000 treasury shares to the Trust. During the first quarter of 1994, the Company transferred 600,000 treasury shares to another employee benefits trust. Shares held by the trusts are not considered outstanding for earnings per share calculations until released to the employee benefit plans or programs. During 1995, 80,720 shares were transferred from the Employee Stock Benefits Trust and used for stock option exercises and restricted share grants.

STOCK OPTIONS. The Company's shareholders have approved several stock option plans which provide that qualified and nonqualified options may be granted to officers and employees at exercise prices not less than market value on the date of grant. Grants in 1995 and 1993 include 2,913,000 and 2,123,000 options awarded under programs which included essentially all full-time salaried employees. Options are generally exercisable for five to ten years from grant date, subject to any vesting provisions. Certain of the plans also provide for awards of restricted shares of the Company's common stock.

A summary of changes in outstanding options is as follows:

<TABLE> <CAPTION> (In thousands)	1995	1994	1993
<S>	<C>	<C>	<C>
Balance, beginning of year	5,874	6,270	3,610
Granted	4,799	1,376	3,702
Canceled	(848)	(354)	(552)
Exercised	(1,838)	(1,418)	(490)
Balance, end of year	7,987	5,874	6,270
Exercisable at end of year	2,561	2,670	1,522

Other information related to stock options is as follows:

<TABLE> <CAPTION>	1995	1994	1993
<S>	<C>	<C>	<C>
Price range of outstanding options	\$5.74-\$18.94	\$4.93-\$15.00	\$4.93-\$12.32
Price range of exercised options	\$4.93-\$15.00	\$5.74-\$12.32	\$ 5.72-\$9.94
Average exercise price	\$ 10.06	\$ 9.25	\$ 8.29

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Stock options outstanding at December 31, 1995, expire at various dates through 2005. At December 31, 1995, there were 6,626,000 shares available for future option grants and restricted stock awards. In January 1996, 1,971,000 shares were granted with exercise prices ranging from \$18.63 to \$27.94.

PERFORMANCE SHARE PLAN. The Company has a performance share plan for certain key officers which provides for distribution of the Company's common stock at the end of three-year measurement periods based upon the growth in earnings per share and certain other criteria. Recipients may elect to receive up to 50 percent of their distribution in cash. The total expense under the plan was \$9,870,000 in 1995, \$3,987,000 in 1994, and \$5,732,000 in 1993. At December 31, 1995, 943,130 shares of common stock were available for future awards under the plan.

7. EMPLOYEE BENEFITS

The Company and its subsidiaries have non-contributory qualified retirement plans covering most salaried employees, including certain employees in Canada. Under the plans, retirement benefits are primarily a function of years of service and the level of compensation during the final years of employment. Total pension expense for all qualified plans was \$7,275,000 in 1995, \$7,143,000 in 1994 and \$7,833,000 in 1993.

U.S. RETIREMENT PLAN. The following table sets forth the U.S. plan's funded status at December 31, 1995, and 1994:

<TABLE> <CAPTION> (In thousands)	1995	1994
<S>	<C>	<C>
Accumulated plan benefits:		
Vested benefits	\$320,784	\$281,468
Nonvested benefits	10,286	11,302

	-----	-----
	331,070	292,770
Effect of projected future compensation levels	41,680	21,249
	-----	-----
Projected benefit obligation	372,750	314,019
Plan assets at fair value	332,726	285,312
	-----	-----
Projected benefit obligation in excess of plan assets	(40,024)	(28,707)
Unrecognized net losses	38,610	20,233
Prior service cost not yet recognized in period pension cost	6,488	8,125
Net asset at transition being amortized through 1996	(528)	(994)
Adjustment to recognize minimum liability	-	(6,115)
	-----	-----
Prepaid (accrued) pension cost	\$ 4,546	\$ (7,458)
	=====	=====

</TABLE>

The plan's assets consist primarily of listed common stocks and fixed income obligations. At December 31, 1995, the plan's assets included 824,972 shares of the Company's common stock with a market value of approximately \$17,634,000.

Pension expense for the plan includes the following components:

<TABLE>			
<CAPTION>			
(In thousands)	1995	1994	1993
	-----	-----	-----
<S>	<C>	<C>	<C>
Service cost	\$ 5,627	\$ 7,694	\$ 6,048
Interest cost on projected benefit obligation	26,805	24,058	24,096
Actual return on plan assets	(58,539)	(2,064)	(36,863)
Net amortization and deferrals	32,995	(23,168)	14,235
	-----	-----	-----

</TABLE>

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<TABLE>			
<S>			
Pension expense	<C>	<C>	<C>
	\$ 6,888	\$ 6,520	\$ 7,516
	=====	=====	=====

</TABLE>

Assumptions used in the accounting for the U.S. Retirement Plan are as follows:

<TABLE>			
<CAPTION>			
	1995	1994	1993
	-----	-----	-----
<S>	<C>	<C>	<C>
Discount rate used to determine projected benefit obligation at December 31	7.25%	8.75%	7.5%
Rate of increase in future compensation levels	4.25%	5.0%	5.0%
Expected long-term rate of return on plan assets	9.5%	9.0%	9.0%

</TABLE>

CANADIAN RETIREMENT PLAN. The Company's Canadian subsidiaries also have a retirement plan that covers approximately 800 employees. The plan's assets consist primarily of fixed income obligations and equity securities, and their aggregate fair market value approximates the projected benefit obligation at December 31, 1995.

SUPPLEMENTAL RETIREMENT PLAN. The Company maintains a supplemental executive retirement program for certain key employees. The plan, which is unfunded, provides supplemental retirement payments based on salary and years of service. The expense for this plan was \$2,982,000 in 1995, \$2,609,000 in 1994, and \$2,205,000 in 1993. The accrued liability for this plan at December 31, 1995 and 1994, was \$20,926,000 and \$16,270,000, respectively, and is included in other long-term liabilities in the accompanying balance sheets.

EMPLOYEE THRIFT PLAN. The Company's thrift plan provides for annual contributions, within specified ranges, determined at the discretion of the Board of Directors for the benefit of eligible employees in the form of cash or shares of the Company's common stock. Expense for this plan was \$4,454,000 in 1995, \$4,739,000 in 1994 and \$4,286,000 in 1993.

POSTRETIREMENT BENEFITS. The Company provides certain healthcare and life insurance benefits for eligible retired employees. Healthcare benefits are provided through a trust, while life insurance benefits are provided through an insurance company. Substantially all of the Company's U.S. employees may become eligible for these benefits if they reach normal retirement age while working for the Company and satisfy certain years of service requirements. The Company accrues the cost of providing postretirement benefits for medical and life insurance coverage over the active service period of the employee.

The following table presents a reconciliation of the plan's status at December 31, 1995, and 1994:

<TABLE> <CAPTION> (In thousands)	1995	1994
<S>	<C>	<C>
Accumulated postretirement benefit obligation:		
Retirees	\$ 71,581	\$ 63,349
Fully eligible active plan participants	9,730	6,467
Other active participants	10,340	6,856
	-----	-----
Plan assets at fair value	91,651	76,672
	-----	-----
Accumulated benefit obligation in excess of plan assets	(91,651)	(76,672)
Unrecognized prior service credit due to plan amendments	(10,103)	(13,417)
Unrecognized net losses	17,462	3,994
	-----	-----
Less: Current portion	(84,292)	(86,095)
	-----	-----
Accrued postretirement benefit obligation	\$ (80,885)	\$ (83,029)
	=====	=====

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Net periodic postretirement benefit expense includes the following components:

<TABLE> <CAPTION> (In thousands)	1995	1994	1993
<S>	<C>	<C>	<C>
Service cost	\$ 2,079	\$ 2,264	\$ 1,770
Interest cost on accumulated benefit obligation	6,439	5,908	5,724
Amortization of prior service credit	(3,315)	(3,839)	(4,337)
Amortization of losses	-	656	-
	-----	-----	-----
Net periodic postretirement benefit expense	\$ 5,203	\$ 4,989	\$ 3,157
	=====	=====	=====

Assumptions used in the computation of postretirement benefit expense and the related obligation are as follows:

<TABLE> <CAPTION>	1995	1994	1993
<S>	<C>	<C>	<C>
Discount rate used to determine accumulated postretirement benefit obligation at December 31	7.25%	8.75%	7.5%
Initial healthcare cost trend rate	11.0%	11.0%	11.0%
Ultimate healthcare cost trend rate	6.0%	6.0%	6.0%
Year ultimate healthcare cost trend rate reached	2005	2005	2005

If the healthcare cost trend rate were increased 1% for all future years, the accumulated postretirement benefit obligation as of December 31, 1995, would have increased 6.2 percent. The effect of such a change on the aggregate of service and interest cost for 1995 would have been an increase of 7.3 percent.

The Company continues to evaluate ways in which it can better manage these benefits and control their costs. Any changes in the plan, revisions to assumptions, or changes in the Medicare program that affect the amount of expected future benefits may have a significant effect on the amount of the reported obligation and future annual expense.

8. COMMITMENTS AND CONTINGENCIES

LEASES. The Company's operating leases involve principally office space and office equipment. Rental expense relating to these leases was \$46,898,000 in 1995, \$46,534,000 in 1994 and \$40,798,000 in 1993. In March 1994, the Company sold and leased back under operating leases certain land and buildings. The net sales price of \$55.1 million approximated the net book value of the related assets.

Future minimum payment obligations for noncancelable operating leases exceeding one year are as follows as of December 31, 1995:

<TABLE>

<CAPTION> (In thousands)	Amount
<S>	<C>
1996	\$ 38,201
1997	32,312
1998	27,260
1999	21,315
2000	18,697
Thereafter	95,248

	\$233,033
	=====

</TABLE>

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AGREEMENT WITH COMPUTER SCIENCES CORPORATION. The Company has an agreement with Computer Sciences Corporation (CSC) under which CSC-owned credit bureaus and certain CSC affiliate bureaus utilize the Company's credit database service. CSC and these affiliates retain ownership of their respective credit files and the revenues generated by their credit reporting activity. The Company receives a processing fee for maintaining the database and for each report supplied. The agreement expires in 1998, is renewable at the option of CSC for successive ten-year periods, and provides CSC with an option to sell its collection and credit reporting businesses to the Company. The option is currently exercisable and expires in 2013. In the event CSC does not exercise its option to sell and does not renew the agreement, or if there is a change in control of CSC, the Company has the option to purchase CSC's collection and credit reporting businesses. The option price is determined, for all purposes, in accordance with the following schedule: on or before July 31, 1998, at a price determined by certain financial formulas (currently estimated at approximately \$400 million); and after July 31, 1998, at appraised value.

DATA PROCESSING SERVICES AGREEMENT. In April 1993, the Company outsourced a portion of its computer data processing operations and related functions to Integrated Systems Solutions Corporation (ISSC), a subsidiary of IBM. Under the terms of the agreement, the Company will pay ISSC an estimated \$650 million over the ten-year term of the agreement, although this amount could be more or less depending upon various factors such as the inflation rate, the introduction of significant new technologies or changes in the Company's data processing needs as a result of acquisitions or divestitures. Under certain circumstances (e.g., a change in control of the Company), the Company may cancel the ISSC agreement; however, the agreement provides that the Company must pay a significant penalty in the event of such a cancellation.

EMPLOYMENT AGREEMENTS. The Company has employment agreements with eight of its officers which provide certain severance pay and benefits in the event of a "change in control" of the Company, which is defined as the acquisition of more than 50% of the Company's outstanding common stock by an entity or a concerted group of entities. In the event of a "change in control," the Company's performance share plan provides that all shares designated for future distribution will become fully vested and payable, subject to the achievement of certain levels of growth in earnings per share. At December 31, 1995, the maximum contingent liability under the agreements and plan was approximately \$20,461,000.

LITIGATION. A number of lawsuits seeking damages are brought against the Company each year, largely as a result of reports issued by the Company. The Company provides for estimated legal fees and settlements relating to pending lawsuits. In the opinion of management, the ultimate resolution of these matters will not have a materially adverse effect on the Company's financial position, liquidity or results of operations.

9. RESTRUCTURING

In the fourth quarter of 1995, the Company initiated a restructuring program designed to streamline operations by reducing staffing levels and consolidating facilities (see Note 11 for industry segment information). The total cost of this program was \$19,572,000 (\$11,939,000 net of tax, or \$.08 per share). Components of the restructuring provision and utilization through December 31, 1995, are as follows:

<CAPTION> (Dollars in thousands)	Original Provision	Utilized	Remaining Reserve
<S>	<C>	<C>	<C>
Severance and termination benefits for approximately 750 employees	13,813	\$2,521	\$11,292
Asset write-offs	2,994	2,994	-

</TABLE>

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<TABLE>			
<S>	<C>	<C>	<C>
Lease costs	2,765	915	1,850
	-----	-----	-----
	\$19,572	\$6,430	\$13,142
	=====	=====	=====

</TABLE>

The reserve balance at December 31, 1995, is included in other current liabilities in the accompanying balance sheets.

10. QUARTERLY FINANCIAL DATA (UNAUDITED)

Quarterly operating revenue and operating income by industry segment and other summarized quarterly financial data for 1995 and 1994 are as follows (in thousands, except per share amounts; see Note 11 regarding restatement):

<TABLE>				
<CAPTION>				
1995:	First	Second	Third	Fourth
-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>
Revenue:				
Credit Services	\$119,320	\$125,682	\$129,836	\$137,885
Payment Services	60,878	68,831	72,645	82,028
Insurance Services	127,099	132,439	130,362	127,046
International Operations	48,932	50,199	55,532	56,381
General Information Services	27,964	30,255	23,652	15,992
	-----	-----	-----	-----
	\$384,193	\$407,406	\$412,027	\$419,332
	=====	=====	=====	=====
Operating income (loss): *				
Credit Services	\$ 40,615	\$ 42,123	\$ 45,069	\$ 49,057
Payment Services	11,003	15,660	16,090	20,707
Insurance Services	9,558	11,141	11,353	2,669
International Operations	2,280	4,507	7,939	5,233
General Information Services	(1,481)	(2,275)	(3,560)	10,828
	-----	-----	-----	-----
Operating Contribution	61,975	71,156	76,891	88,494
General Corporate Expense	(8,740)	(7,638)	(10,791)	(8,408)
	-----	-----	-----	-----
	\$ 53,235	\$ 63,518	\$ 66,100	\$ 80,086
	=====	=====	=====	=====
Income before income taxes	\$ 50,492	\$ 60,586	\$ 62,935	\$ 75,225
	=====	=====	=====	=====
Net income	\$ 29,472	\$ 35,814	\$ 37,981	\$ 44,383
	=====	=====	=====	=====
Net income per common share	\$0.19	\$0.23	\$0.25	\$0.30
	=====	=====	=====	=====

</TABLE>

*See Industry Segment Information (Note 11) regarding the effects of restructuring provision and lottery settlement on fourth quarter 1995 operating income.

<TABLE>				
<CAPTION>				
1994:	First	Second	Third	Fourth
-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>
Revenue:				
Credit Services	\$116,339	\$115,314	\$119,625	\$125,119
Payment Services	50,557	56,184	62,599	77,257
Insurance Services	106,978	114,142	113,603	118,686
International Operations	22,458	32,736	37,563	50,614
General Information Services	23,027	24,311	25,897	28,987
	-----	-----	-----	-----
	\$319,359	\$342,687	\$359,287	\$400,663
	=====	=====	=====	=====
Operating income (loss):				
Credit Services	\$ 36,348	\$ 34,773	\$ 39,434	\$ 39,312
Payment Services	9,844	13,631	13,913	20,072
Insurance Services	3,517	6,068	5,569	3,350

</TABLE>

<TABLE>				
<S>	<C>	<C>	<C>	<C>
International Operations	3,349	5,362	4,169	3,578
General Information Services	(903)	(1,100)	(866)	3,893
	-----	-----	-----	-----

Operating Contribution	52,155	58,734	62,219	70,205
General Corporate Expense	(8,214)	(7,865)	(6,640)	(6,487)
	-----	-----	-----	-----
	\$ 43,941	\$ 50,869	\$ 55,579	\$ 63,718
	=====	=====	=====	=====
Income before income taxes	\$ 41,541	\$ 49,088	\$ 53,724	\$ 63,124
	=====	=====	=====	=====
Net income	\$ 24,302	\$ 28,716	\$ 30,956	\$ 36,372
	=====	=====	=====	=====
Net income per common share	\$0.16	\$0.20	\$0.21	\$0.24
	=====	=====	=====	=====

</TABLE>

11. INDUSTRY SEGMENT INFORMATION

In the fourth quarter of 1995, the Company changed its segment reporting structure by moving its National Decision Systems business unit from the General Information Services segment to the Credit Services segment. Prior year information has been restated to conform with the 1995 presentation.

<TABLE>

<CAPTION>

(Dollars in thousands)	1995		1994		1993	
	Amount	% of Total	Amount	% of Total	Amount	% of Total
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Operating revenue:						
Credit Services	\$ 512,723	32	\$ 476,39	34%	\$ 427,777	35%
Payment Services	284,382	17	246,597	17	210,416	17
Insurance Services	516,946	32	453,409	32	396,519	33
International Operations	211,044	13	143,371	10	97,296	8
General Information Services	97,863	6	102,222	7	85,209	7
	-----	-----	-----	-----	-----	-----
	\$1,622,958	100%	\$1,421,996	100%	\$1,217,217	100%
	=====	=====	=====	=====	=====	=====
Operating income (loss):						
Credit Services	\$ 176,864	59%	\$ 149,867	61%	\$ 133,004	89%
Payment Services	63,460	21	57,460	24	51,910	35
Insurance Services	34,721	12	18,504	8	5,537	4
International Operations	19,959	7	16,458	7	18,056	12
General Information Services	3,512	1	1,024	-	(59,916)*	(40)
	-----	-----	-----	-----	-----	-----
Operating Contribution	298,516	100%	243,313	100%	148,591	100%
	=====	=====	=====	=====	=====	=====
General Corporate Expense	(35,577)		(29,206)		(29,562)	
	-----		-----		-----	
	\$ 262,939		\$ 214,107		\$ 119,029	
	=====		=====		=====	
Identifiable assets at December 31:						
Credit Services	\$ 298,095	28%	\$ 293,947	29%	\$ 302,983	41%
Payment Services	122,925	12	115,929	11	70,806	10
Insurance Services	171,499	16	171,904	17	83,390	11
International Operations	307,864	29	293,318	29	128,027	18
General Information Services	82,874	8	84,352	8	42,833	6
Corporate	70,438	7	61,724	6	103,162	14
	-----	-----	-----	-----	-----	-----
	\$1,053,695	100%	\$1,021,174	100%	\$ 731,201	100%
	=====	=====	=====	=====	=====	=====

</TABLE>

*Includes a provision for lottery contract dispute and litigation of \$48,438 (Note 3).

Description of Segments:

CREDIT SERVICES: Consumer credit reporting information; credit card marketing services; risk management and collection services; locate services; fraud detection and prevention services; mortgage loan origination information; and PC-based marketing systems, geodemographic systems and mapping tools.

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PAYMENT SERVICES: Check guarantee and verification services; credit and debit card authorization and processing; credit card marketing enhancement; and software products for managing credit card operations.

INSURANCE SERVICES: Underwriting and claims reporting services; inspection and loss control services; workers' compensation audits, software for commercial insurers; specimen testing for life and health insurance applicants; and employment evaluation services.

INTERNATIONAL OPERATIONS: In Canada, consumer and business credit reporting

information; accounts receivable and collection services; underwriting services for property and casualty insurance companies; and check guarantee services. In Europe (primarily the United Kingdom), credit reporting and marketing services; credit scoring and modeling services; check guarantee services; and auto lien information. In South America, credit information services and commercial, financial and medical information.

GENERAL INFORMATION SERVICES: Healthcare Information Services includes electronic claims processing; physician profiling; claims auditing; claims analysis, administration and utilization management; electronic remittance; hospital bill audits; and medical credentials verification. Marketing Services, through August 1995, included research and analysis; and custom opinion surveys.

Notes to Industry Segment Information:

- (1) Operating revenue is to unaffiliated customers only.
- (2) Operating income is operating revenue less operating costs and expenses, excluding interest expense, other income and income taxes.
- (3) Depreciation and amortization by industry segment are as follows:

<TABLE>
<CAPTION>

(In thousands)	1995	1994	1993
<S>	<C>	<C>	<C>
Credit Services	\$26,624	\$29,412	\$28,563
Payment Services	7,000	4,970	3,230
Insurance Services	13,514	10,680	8,077
International Operations	16,844	10,986	5,583
General Information Services	9,361	6,990	3,971
Corporate	3,702	3,458	5,500
	-----	-----	-----
	\$77,045	\$66,496	\$54,924
	=====	=====	=====

</TABLE>

- (4) Capital expenditures by industry segment, excluding property and equipment and other assets acquired in acquisitions, are as follows:

<TABLE>
<CAPTION>

(In thousands)	1995	1994	1993
<S>	<C>	<C>	<C>
Credit Services	\$ 8,225	\$ 7,251	\$12,864
Payment Services	12,719	9,422	3,735
Insurance Services	9,487	5,734	7,311
International Operations	4,125	5,306	5,341
General Information Services	16,800*	3,277	24,630
Corporate	7,675	1,346	492
	-----	-----	-----
	\$59,031	\$32,336	\$54,373
	=====	=====	=====

</TABLE>

*Includes \$10 million investment for PCN financing (Note 2).

- (5) In the fourth quarter of 1995, the Company recorded a restructuring provision (Note 9) and a settlement with the California State Lottery (Note 3). Operating income by industry segment

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decreased (increased) as a result of these items as follows:

<TABLE>
<CAPTION>

(In thousands)	Restructuring Provision	Lottery Settlement	Total
<S>	<C>	<C>	<C>
Credit Services	\$ 3,243	\$ -	\$ 3,243
Payment Services	521	-	521
Insurance Services	9,150	-	9,150
International Operations	1,716	-	1,716
General Information Services	4,442	(19,665)	(15,223)
Corporate	500	-	500
	-----	-----	-----
	\$ 19,572	\$ (19,665)	\$ (93)
	=====	=====	=====

</TABLE>

- (6) Financial information by geographic area is as follows:

<TABLE>
<CAPTION>

1993 (Dollars in thousands) of Total	1995		1994		Amount %
	Amount	% of Total	Amount	% of Total	

<S>	<C>	<C>	<C>	<C>	<C>
Operating revenue:					
United States	\$1,405,560	87%	\$1,277,196	90%	\$1,119,921
92%					
Canada	78,952	5	78,277	5	76,285
6					
Europe	138,446	8	66,523	5	21,011
2					

100%	\$1,622,958	100%	\$1,421,996	100%	\$1,217,217
====					
Operating contribution (loss):					
United States	\$ 277,070	93%	\$ 228,280	94%	\$ 130,995
88%					
Canada	15,065	5	15,476	6	19,169
13					
Europe	5,389	2	(851)	-	(1,573)
(1)					
South America	992	-	408	-	-
-					

100%	\$ 298,516	100%	\$ 243,313	100%	\$ 148,591
====					
Identifiable assets at December 31:					
United States	\$ 737,575	70%	\$ 723,466	71%	\$ 603,174
83%					
Canada	70,984	7	109,004	11	102,559
14					
Europe	217,903	21	173,054	17	25,468
3					
South America	27,233	2	15,650	1	-
-					

100%	\$1,053,695	100%	\$1,021,174	100%	\$ 731,201
====					

</TABLE>

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REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To the Shareholders of Equifax Inc.:

We have audited the accompanying consolidated balance sheets of Equifax Inc. (a Georgia corporation) and subsidiaries as of December 31, 1995 and 1994 and the related consolidated statements of income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 1995. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Equifax Inc. and subsidiaries as of December 31, 1995 and 1994 and the results of their operations and their

cash flows for each of the three years in the period ended December 31, 1995, in conformity with generally accepted accounting principles.

ARTHUR ANDERSEN LLP

Atlanta, Georgia
February 16, 1996

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ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON

ACCOUNTING AND FINANCIAL DISCLOSURE

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on May 1, 1996, contains, on pages 2 through 4 and 12 thereof, information relating to the Company's Officers, Directors and persons nominated to become Directors. Said information is incorporated herein by reference and made a part hereof. See also information concerning the Company's executive officers in Part I, above.

ITEM 11. EXECUTIVE COMPENSATION

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on May 1, 1996, contains, on pages 8 through 17 thereof, information relating to executive compensation. Said information is incorporated herein by reference and made a part hereof.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS

AND MANAGEMENT

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on May 1, 1996, contains, on pages 6 and 7, information relating to security ownership of certain beneficial owners and management. Said information is incorporated herein by reference and made a part hereof.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on May 1, 1996, contains, on pages 4 and 5 thereof, information relating to certain relationships and related transactions. Said information is incorporated herein by reference and made a part hereof.

PART IV.

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS

ON FORM 8-K

The following documents are filed as part of this report:

(A) 1. FINANCIAL STATEMENTS
[S] [C]

. Consolidated Balance Sheets - December 31, 1995 and 1994

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- . Consolidated Statements of Income for the Years Ended December 31, 1995, 1994 and 1993
- . Consolidated Statements of Shareholders' Equity for the Years Ended December 31, 1995, 1994 and 1993
- . Consolidated Statements of Cash Flows for the Years Ended December 31,

1995, 1994 and 1993

. Notes to Consolidated Financial Statements

(A)2. FINANCIAL STATEMENT SCHEDULES

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

(A)3. EXHIBITS

Articles of Incorporation and By-laws

. Articles of Incorporation (72 pages) (P-Filed under Form SE)

. By-Laws (13 pages)

Instruments Defining the Rights of Security Holders, Including Indentures

. Loan Agreement (132 pages)

. Portion of Prospectus and Trust Indenture (134 pages)/(1)/

Material Contracts and Compensation Plans

. Equifax Inc. 1988 Performance Share Plan for Officers, as amended (14 pages)/(5) (6)/

. Equifax Inc. Incentive Compensation Plan (5 pages)/(6)/

. Deferred Compensation Plan (22 pages)/(6)/

. Change in Control Agreement (10 pages)/(4) (6)/

. Executive Employment Agreement, dated June 22, 1989 (7 pages)/(2) (6)/

. Executive Employment Agreement, dated July 1, 1991 (3 pages)/(2) (6)/

. Executive Employment Agreement, dated December 29, 1995/(6)/

. Consulting Agreement, dated January 1, 1996/(6)/

. Executive Letter Agreement and Promissory Note, dated July 31, 1995 (2 pages)/(6)/

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. Equifax Inc. Omnibus Stock Incentive Plan, as amended (14 pages)/(6)/

. Equifax Inc. Omnibus Stock Incentive Plan 1994 Incentive and Non-Qualified Stock Option Agreements (8 pages)/(4) (6)/

. Equifax Inc. Omnibus Stock Incentive Plan 1995 Incentive and Non-Qualified Stock Option Agreements (8 pages)/(5) (6)/

. Equifax Inc. Omnibus Stock Incentive Plan 1995 Non-Qualified Stock Option Agreement (4 pages)/(5) (6)/

. Equifax Inc. Omnibus Stock Incentive Plan Restricted Stock Award Agreement (16 pages)/(2)/(6)/

. Equifax Inc. Omnibus Stock Incentive Plan 1994 Restricted Stock Award Agreement (4 pages)/(4) (6)/

. Equifax Inc. Omnibus Stock Incentive Plan 1995 Restricted Stock Award Agreement (3 pages)/(5) (6)/

. Equifax Inc. Non-Employee Director Stock Option Plan and Agreement (10 pages)/(5) (6)/

. Equifax Inc. Supplemental Executive Retirement Plan (24 pages)/(5) (6)/

. Equifax Inc. Supplemental Executive Retirement Plan Amendments (26 pages)/(4)/(6)/

. Equifax Inc. Severance Pay Plan for Salaried Employees (18 pages)/(4) (6)/

. Agreement For Computerized Credit Reporting Services (204 pages)/(4)/

- . Amendments to Agreement for Computerized Credit Reporting Services and related documents (66 pages)/(2)/
- . Amendment to Agreement for Computerized Credit Reporting Services (8 pages)/(3)/
- . Amendment to Agreement for Computerized Credit Reporting Services (9 pages)/(4)/
- . Amendment to Agreement for Computerized Credit Reporting Services (14 pages)/(5)/
- . Computer and network operations agreement (31 pages)/(4)/
- . Purchase and Lease Agreement (109 pages)/(4)/
- . Headquarters Facility Lease (77 pages)/(4)/

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- . Participation Agreement (148 pages)/(4)/
- . Lease Agreement (71 pages)/(4)/
- . Compensation of Directors - The Company's by-laws, which are filed as an exhibit to this Form 10-K Annual Report, describe, on page 4 thereof, under Section III, "Compensation of Directors," the fees paid to Directors of the Company. Said information is hereby incorporated by reference.
- . Life Insurance - Messrs. C. B. Rogers, Jr. and L. A. Ault, III each own a personal life insurance policy in the face amount of \$1,000,000 and \$2,000,000, respectively. The Company pays the annual premiums on said policies.

Subsidiaries of the Registrant (3 pages)

Consent of Independent Public Accountants to incorporation by reference (1 page)

Financial Data Schedule (1 page)

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

/(2)/Previously filed as an exhibit on Form 10-K, filed March 27, 1992, and hereby incorporated by reference.

/(3)/Previously filed as an exhibit on Form 10-K, filed March 30, 1993, and hereby incorporated by reference.

/(4)/Previously filed as an exhibit on Form 10-K, filed March 31, 1994, as amended on Form 10-K/A, filed October 14, 1994, and hereby incorporated by reference.

/(5)/Previously filed as an exhibit on Form 10-K, filed March 30, 1995 and hereby incorporated by reference.

/(6)/Management Contract or Compensatory Plan

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

(b) Reports on Form 8-K

The Company did not file any reports on Form 8-K during the fourth quarter of the year ended December 31, 1995.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

EQUIFAX INC.

Date March 28, 1996

By /s/ T. H. Magis

T. H. Magis, Corporate Vice
President, Secretary and General
Counsel

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

Date March 28, 1996

/s/ C. B. Rogers, Jr.

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

Date March 28, 1996

/s/ D. W. McGlaughlin

D. W. McGlaughlin, President, Chief
Executive Officer and Director

Date March __, 1996

Thomas F. Chapman, Executive Vice
President and Director

Date March 28, 1996

/s/ D. U. Hallman

D. U. Hallman, Senior Vice
President and Chief Financial
Officer

Date March 28, 1996

/s/ P. J. Mazzilli

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

Date March 28, 1996

/s/ J. L. Clendenin

J. L. Clendenin, Director

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Date March 28, 1996

/s/ Larry Prince

Larry Prince, Director

Date March 28, 1996

/s/ D. Raymond Riddle

D. Raymond Riddle, Director

Date March , 1996

A. W. Dahlberg, Director

Date March 28, 1996

/s/ L. Phillip Humann

L. Phillip Humann, Director

Date March , 1996

Dr. L. W. Sullivan, Director

Date March 28, 1996

/s/ Lee A. Ault

Lee A. Ault, III, Director

Date March 28, 1996

/s/ Dr. Betty L. Siegel

Dr. Betty L. Siegel, Director

Date March , 1996

Ron D. Barbaro, Director

Date March 28, 1996

/s/ J.C. Chartrand

J. C. Chartrand, Executive
Vice President and Director

Date March 28, 1996

/s/ Tinsley H. Irvin

Tinsley H. Irvin, Director

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INDEX TO EXHIBITS

EXHIBIT
NUMBER

- -----

Articles of Incorporation and By-laws

- 3.1 . Articles of Incorporation (P-Filed under Form SE)
- 3.2 . By-Laws

Instruments Defining the Rights of Security Holders, Including
Indentures

- 4.1 . Loan Agreement
- 4.2 . Portion of Prospectus and Trust Indenture /(1)/

Material Contracts and Compensation Plans

- 10.1 . Equifax Inc. 1988 Performance Share Plan for Officers, as amended/(5) (6) /
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- 10.11 . Equifax Inc. Omnibus Stock Incentive Plan 1994 Incentive and Non-Qualified Stock Option Agreements/(4) (6) /
- 10.12 . Equifax Inc. Omnibus Stock Incentive Plan 1995 Incentive and Non-Qualified Stock Option Agreements/(5) (6) /
- 10.13 . Equifax Inc. Omnibus Stock Incentive Plan 1995 Non-Qualified Stock Option Agreement/(5) (6) /
- 10.14 . Equifax Inc. Omnibus Stock Incentive Plan Restricted Stock Award Agreement/(2) (6) /
- 10.15 . Equifax Inc. Omnibus Stock Incentive Plan 1994 Restricted Stock Award Agreement/(4) (6) /
- 10.16 . Equifax Inc. Omnibus Stock Incentive Plan 1995 Restricted Stock Award Agreement/(5) (6) /
- 10.17 . Equifax Inc. Non-Employee Director Stock Option Plan and

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Agreement/(5)(6)/

- 10.18 . Equifax Inc. Supplemental Executive Retirement Plan/(5)(6)/
- 10.19 . Equifax Inc. Supplemental Executive Retirement Plan
Amendments/(4)(6)/
- 10.20 . Equifax Inc. Severance Pay Plan for Salaried Employees/(4)(6)/
- 10.21 . Agreement For Computerized Credit Reporting Services/(4)(5)/
- 10.22 . Amendments to Agreement for Computerized Credit Reporting Services
and related documents/(2)/
- 10.23 . Amendment to Agreement for Computerized Credit Reporting
Services/(3)/
- 10.24 . Amendment to Agreement for Computerized Credit Reporting
Services/(4)/
- 10.25 . Amendment to Agreement for Computerized Credit Reporting
Services/(5)/
- 10.26 . Computer and network operations agreement/(4)/
- 10.27 . Purchase and Lease Agreement/(4)/
- 10.28 . Headquarters Facility Lease/(4)/
- 10.29 . Participation Agreement/(4)/
- 10.30 . Lease Agreement/(4)/
- . Compensation of Directors - The Company's by-laws, which are filed as
an exhibit to this Form 10-K Annual Report, describe, on page 4
thereof, under Section III, "Compensation of Directors," the fees
paid to Directors of the Company. Said information is hereby
incorporated by reference.

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. Life Insurance - Messrs. C. B. Rogers, Jr. and L. A. Ault, III each
own a personal life insurance policy in the face amount of
\$1,000,000 and \$2,000,000 respectively. The Company pays the annual
premiums on said policies.

21 Subsidiaries of the Registrant

23 Consent of Independent Public Accountants to incorporation by
reference

27 Financial Data Schedule

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

/(2)/Previously filed as an exhibit on Form 10-K, filed March 27, 1992 and
hereby incorporated by reference.

/(3)/Previously filed as an exhibit on Form 10-K, filed March 30, 1993, and
hereby incorporated by reference.

/(4)/Previously filed as an exhibit on Form 10-K, filed March 31, 1994, as
amended on Form 10-K/A, filed October 14, 1994, and hereby incorporated by
reference.

/(5)/Previously filed as an exhibit on Form 10-K, filed March 30, 1995, and
hereby incorporated by reference.

/(6)/Management Contract or Compensatory Plan

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BY-LAWS OF EQUIFAX INC.

Revised to incorporate changes adopted by the Board of Directors
in its meeting held January 31, 1996

I

STOCKHOLDERS

A. Annual Meeting: The Annual Meeting of the Shareholders of this Company

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shall be held during the first five months after the end of each fiscal year of the Corporation at such time and place, within or without the State of Georgia, as shall be fixed by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may be brought before the meeting.

It shall be the duty of the Secretary to cause notice of each Annual Meeting to be mailed to each Shareholder of record at his last known address at least ten days before the date of said meeting. Any failure to mail such notice or any irregularity in such notice shall not affect the validity of any Annual Meeting or any proceedings had at any such meeting.

B. Special Meetings: Special meetings of the Stockholders may be held at the

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principal office of the Company in the State of Georgia or at such other place in the State of Georgia as may be named in the call therefor. Such special meetings may be called by the Chairman of the Board of Directors, the Vice Chairman, the President, the Board of Directors by vote at a meeting or a majority of the Directors in writing without a meeting. Notice of such special meetings shall indicate briefly the object or objects thereof, shall be signed by the Secretary, and by him or by his authority mailed or delivered to each Stockholder entitled to vote at such meeting. Such notice, if mailed, shall be mailed to the last known address of the Stockholder at least ten days before the date of said meeting. Nevertheless, if all of the Stockholders shall waive notice of the special meeting, no notice of such meeting shall be required. When all of the Stockholders shall meet in person or by proxy, such meeting shall be valid for all purposes, without call or notice, and at such meeting any or all corporate action may be taken, notwithstanding the limitation of the notice.

C. At any meeting of the Stockholders, the holders of one-half of all shares of

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the capital stock of the Company entitled to vote at said meeting, present in person or represented by proxy, shall constitute a quorum of Stockholders for all purposes. If the holders of the amount of stock necessary to constitute a quorum shall fail to attend in person or by proxy at the time and place fixed by these By-Laws for an Annual Meeting or fixed by notice as provided for a special meeting, a majority in interest of Stockholders present in person or by proxy may adjourn from time to

time, without notice other than by announcement at the meeting, until the holders of the amount of stock requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

D. The Chairman of the Board, if there be one, or, if not, the designated Chief

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Executive Officer of this Company, shall call the meeting of the Stockholders to order and shall act as Chairman of such meeting; in the absence of both the Chairman of the Board and the designated Chief Executive Officer, the meeting shall be called to order by the senior Executive Vice President or, in his absence also, by the next senior Executive Vice President then present, or in the absence of all Executive Vice Presidents, by one of the Vice Presidents, who shall act as Chairman thereof. The Secretary of the Company shall act as secretary of the meeting of the Stockholders. In the absence of the Secretary, at any meeting of the Stockholders, the presiding officer may appoint any person to act as secretary of the meeting.

E. At each meeting of the Stockholders, every Stockholder entitled to vote at

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said meeting shall be entitled to vote in person or by proxy, which proxy shall be evidenced by a writing subscribed by such Stockholder or by his duly authorized attorney. Each Stockholder shall have one vote for each share of stock of this Company then entitled to vote at such meeting which was registered in his name at the time of the closing of the transfer books for said meeting, if said books were closed, and, if not closed, standing in his name at the time of said meeting.

F. The Board of Directors is hereby authorized to fix a record date, not
- --
exceeding fifty days and not less than ten days preceding the date of any
meeting of the Shareholders, for determining Shareholders entitled to notice of
and to vote at such meeting or adjournment thereof. In any case in which the
Board of Directors does not provide for setting such record date, the fiftieth
day preceding the date of the meeting of the Shareholders shall be the record
date for the determination of the Shareholders entitled to notice of and to vote
at such meeting.

II

BOARD OF DIRECTORS

A. The business and the property of the Company shall be managed and controlled
- --
by the Board of Directors. The Directors shall consist of not less than nine,
nor more than fifteen Shareholders, and the number of Directors shall be
determined, from time to time, by the Board of Directors or the Shareholders.
Each Director shall be elected for an initial term of office not to exceed three
years. At each annual election, the successors to the Directors whose terms
expire in that year shall be elected, or reelected, to hold office for a term
of three years, so that the term of office of one class of Directors shall
expire each year.

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The Chairman of the Board may continue to serve as an active Director after
retirement as Chief Executive Officer of the Company until reaching seventy
years of age.

Any other Director reaching seventy years of age, sixty-five years of age for
Directors who are also employees of the Company, or ceases to continue a regular
business relationship shall automatically retire from the Board, except that a
non-employee Director who ceases to continue a regular business relationship may
continue serving as a Director until the next annual meeting of shareholders or
seventy years of age, whichever first occurs. Notwithstanding the preceding, a
non-employee Director may at the request of the Chairman and ratified by the
Board continue to serve until age seventy when the Director continues in a
position or business activity that the Board determines would be of substantial
benefit to the Company.

For the purpose of this Section A, the expression "regular business
relationship" means a relationship as an employee, consultant or officer of a
substantial business, professional or educational organization, which requires
exercise of business judgment on a regular basis, and which is not less in
seniority than the position occupied at the time first elected as a Director to
the Board.

The number of Directors may be altered from time to time by the alteration of
these By-Laws. The term of office of a Director may be altered by a vote of the
holders of the majority of the shares of the capital stock of this Company
entitled to vote on matters of ordinary business of the Company, or by a vote of
two-thirds of the Board of Directors. Every Director shall be the holder of at
least one share of the capital stock of this Company. Each Director shall serve
for the term for which he shall have been elected and until his successor shall
have been duly chosen, unless his term be sooner ended as herein permitted;
provided, however, that should a Director sell all of his stock, the sale of
said stock shall work a resignation of his office as a Director.

B. In the event of a vacancy in the Directors of any class, by death,
- --
resignation, disqualification, removal, or otherwise, the remaining Directors,
by an affirmative vote of a majority thereof, may elect a successor to hold
office for the unexpired portion of the term of the Director whose place shall
be vacant and until the election of his successor.

C. The Directors may have an office and keep the books of the Company in such
- --
place or places in the State of Georgia or out of the State of Georgia as the
Board from time to time may determine.

D. Regular meetings of the Board of Directors shall be held on the last
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Wednesday in the months of January, April, July and October, if not a legal
holiday, or, if a legal holiday, then on the next succeeding day not a legal
holiday. When desirable to do so, the date of the meeting may be changed on the
approval of the Board of Directors or the Executive Committee. Also, the time
and place of

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the meeting may be fixed from time to time by the Directors, otherwise by the
Secretary in the notice of the meeting.

The Secretary shall give notice of each regular meeting by mailing or delivering the same at least five days before the meeting, or by telegraphing the same at least two days before the meeting, to each Director, but such notice may be waived by any Director. The attendance by any Director upon any meeting shall be a waiver of notice of the time and place of holding the said meeting.

E. Special meetings of the Board of Directors shall be held whenever called by
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the direction of the Chairman of the Board, if there be one and if he be present, or by the Vice Chairman, if there be one, or by the President, or by one-third of the Directors for the time being in office.

The Secretary shall give the same type notice for special meetings as is required for regular meetings. Unless otherwise indicated in the notice thereof, any and all business of the Company may be transacted at any special meeting of the Board of Directors.

F. A majority of the Board of Directors shall constitute a quorum for the
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transaction of business; but if at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time.

G. Meetings of the Board of Directors, regular or special, may be held within
- --
the State of Georgia, at places other than the one at which the said meetings are usually held; or at places out of the State. In either event, the place for holding such special meeting shall be stated in the notice.

H. Any action that may be taken at a meeting of the Board of Directors may be
- --
taken without such meeting if a written consent is approved in the form of minutes of a meeting, setting forth the action so taken, and signed by all of the Directors.

III

COMPENSATION OF DIRECTORS

Directors who are salaried officers or employees of the Company shall receive no additional compensation for service as a Director. Each Director who is not a salaried officer or employee of the Company shall be compensated as set forth below.

The Chairman of the Board shall receive a fee of \$7,500 per quarter, and each other Director shall receive a fee of \$5,000 per quarter, for services as a Director. The Chairman of the Executive Committee shall receive a fee of \$4,000 per quarter and any other member of the Executive Committee shall receive a fee of \$1,000 per quarter. Any Director who is chairman of any other committee elected or appointed by the Board shall receive a fee of \$1,000 per

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quarter. Each Director shall also receive a fee of \$1,000 for attendance at any meeting of the Board or of a committee thereof. In addition, each such Director shall be entitled to receive stock option awards as provided for under the Equifax Inc. Non-Employee Director Stock Option Plan.

IV

ELECTION OF OFFICERS AND COMMITTEES

A. At the April meeting of the Board of Directors in each year, or, if not done
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at that time, then at any subsequent meeting, the Board of Directors shall proceed to the election of executive officers of the Company, and of the Executive Committee, as hereinafter provided for.

B. The Board of Directors may elect from their members an Executive Committee
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which shall include the Chairman of the Board, if there be one, the Chief Executive Officer, and the President. The Executive Committee shall consist of not less than three nor more than five members, the precise number to be fixed by resolution of the Board of Directors from time to time.

Each member shall serve one year and until his successor shall have been elected, unless that term be sooner terminated by the Board of Directors. The Board of Directors shall fill the vacancies in the Executive Committee by election. The Chairman of the Board, if there be one, or, if not, the Chief Executive Officer, shall be the Chairman of the Executive Committee.

All action by the Executive Committee shall be reported to the Board of

Directors at its meeting next succeeding such action, and shall be subject to revision or alteration by the Board of Directors, provided that no rights or interests of third parties shall be affected by any such revision or alteration. The Executive Committee shall fix its own rules and proceedings, and shall meet where and as provided by such rules or by resolution of the Board of Directors. In every case, the affirmative vote of a majority of all the members of the Committee shall be necessary to its adoption of any resolution.

C. The Board of Directors is authorized and empowered to appoint from its own
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body or from the Officers of the Company, or both, such other committees as it may think best, and may delegate to or confer upon such committees all or such part of its powers, and may prescribe the exercise thereof as it may deem proper.

D. During the intervals between the meeting of the Board of Directors, the
- --
Executive Committee shall possess and may exercise all the powers of the Board in the management of all the affairs of the Company, including the making of contracts, the purchase and sale of property, the execution of legal instruments, and all other matters in which specific direction shall not have been given by the Board of Directors.

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V

OFFICERS

A. The Officers of the Company, unless otherwise provided by the Board from
- --
time to time, shall consist of the following: a Chief Executive Officer, a President, one or more Vice Presidents (one or more of whom may be designated Executive Vice President, one or more of whom may be designated Corporate Vice President and one or more of whom may be designated Senior Vice President), a Treasurer, and a Secretary, who shall be elected by the Board of Directors. The Board of Directors may from time to time elect a Chairman and Vice Chairman of the Board. All elected officers shall hold their respective offices at the pleasure and subject to the will of the Board of Directors. The Board of Directors or any Officer to whom the Board may delegate such authority, may also elect, choose, or employ such other officers, agents, or employees as it or he may see fit, and may prescribe their respective duties. Any two or more of said offices may be filled by the same person, except the President and the Secretary shall not be the same person.

The Executive Committee shall approve salaries of all elected officers and such other employees as may be designated by the Executive Committee, except that salaries of members of the Executive Committee shall be fixed by the Management Compensation Committee of the Board of Directors.

B. Chairman of the Board: The Chairman of the Board of Directors shall direct
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the business and policies of the Company and serve as Chief Executive Officer of the Company if so designated by the Board of Directors. He shall preside at all meetings of the Stockholders, the Board of Directors, and the Executive Committee. He shall also act as ex officio member of all standing committees. Except where by law the signature of the Chief Executive Officer or President is required, he shall have the same power as the Chief Executive Officer or President to sign all authorized certificates, contracts, bonds, deeds, mortgages, and other instruments. He shall have such other powers and duties as from time to time may be assigned to him by the Board of Directors.

C. Vice Chairman: If the Chairman of the Board is not designated Chief
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Executive Officer by the Board of Directors, and if so designated by the Board of Directors, the Vice Chairman shall serve as Chief Executive Officer. It shall be the duty of the Vice Chairman of the Board, in the absence of the Chairman of the Board, to preside at meetings of the Shareholders, at meetings of the Directors, and at meetings of the Executive Committee. He shall do and perform all acts incident to the office of Vice Chairman and, if so designated, those of Chief Executive Officer, subject to the approval and direction of the Board of Directors.

D. President: The President shall be the Chief Operating Officer of the
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Company and shall have general charge of the business of the Company subject to the specific direction and approval of the Board of Directors or its Chairman or Vice Chairman or the Executive

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Committee. If the Chairman or Vice Chairman of the Board is not designated Chief Executive Officer by the Board of Directors, the President shall also serve as Chief Executive Officer. In the event of a vacancy in the office of Chairman and Vice Chairman of the Board or during the absence or disability of both the

Chairman and the Vice Chairman, the President shall serve as Chief Executive Officer and shall have all of the rights, powers and authority given hereunder to the Chairman of the Board. He may sign all authorized certificates, contracts, bonds, deeds, mortgages, and other instruments, except in cases in which the signing thereof shall have been expressly delegated to some other Officer or Agent of the Company. He shall also act as an ex officio member of all standing committees and shall have authority, subject to the approval of the Chairman and Vice Chairman of the Board, to appoint and discharge all employees or agents of the Company, other than Officers. In general, he shall have the usual powers and duties incident to the office of a President of a Corporation and such other powers and duties as from time to time may be assigned to him by the Board or Chairman or Vice Chairman of the Board.

In case of the death, absence, or inability to act as the President, his power shall be exercised and his duties discharged by the senior Executive Vice President; or if there is no Executive Vice President, by the Vice President, who is the senior by years of service in that office, until such time as the Executive Committee shall designate another individual to exercise said powers and discharge said duties.

The President shall hold office at the pleasure of the Board of Directors.

E. Executive Vice Presidents: Each shall have authority, in behalf of the

Corporation, to execute, approve, or accept agreements for service, bids, or other contracts, and shall sign such other instruments as each is authorized or directed to sign by the Board of Directors or its Committee or by the Chief Executive Officer or the President. Each shall do and perform all acts incident to the office of the Executive Vice President of the Company or as may be directed by its Board of Directors or its Committee or the Chief Executive Officer or the President.

In case of the death, absence, or inability to act as an Executive Vice President, his powers shall be exercised and his duties discharged by such Officer of the Company who is delegated to perform such duties by resolution of the Board of Directors or its authority.

Each Executive Vice President shall hold office at the pleasure of the Board of Directors.

F. Vice Presidents: There shall be one or more Vice Presidents of this

Company, as the Board of Directors may from time to time elect. Each Vice President shall have such power and perform such duties as may be assigned him by the Board of Directors or its authority.

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They shall hold office at the pleasure of the Board of Directors.

G. Treasurer: It shall be the duty of the Treasurer to have the care and

custody of all funds of the Company which may come into his hands, and to deposit the same in such bank or banks or trust company or trust companies as shall be indicated by the Board of Directors or its authority and he shall pay out and dispose of the same as directed by the Chief Executive Officer, the President, the Executive Vice President or the Board of Directors or its authority. He shall have general charge of all the books, vouchers, and papers belonging to the Company, and shall perform such other duties as are incident to the office of Treasurer or as may be required by the Chief Executive Officer, the President, the Executive Vice President or the Board of Directors or its authority. He shall at all reasonable times exhibit his books and accounts to anyone when ordered to do so by the Board of Directors or its authority, but shall not be obliged to exhibit the same to any Stockholder unless ordered to do so by the Board of Directors or its authority.

The Treasurer shall hold office at the pleasure of the Board of Directors.

H. Secretary: The Secretary shall keep the minutes of the Stockholders and

Directors Meetings, and of all Committees of these bodies, should such committees require it. He shall attend to the giving and serving of all notices by the Company, shall countersign all certificates of stock, and shall affix the Seal of the Company to all certificates of stock when signed by the Chief Executive Officer, the President or one of the Vice Presidents, and to such other instruments as he may be directed by the Chief Executive Officer, the President, the Executive Vice President or Vice President or the Board of Directors or its authority. Subject to the possession, rights, and duties of the Transfer Agent and/or Registrar of this Company, if there be one, he shall have charge of the certificate book, transfer book, and stock ledger, and such other books, papers, and accounts as may be required by the Chief Executive Officer, the President or Executive Vice President or the Board of Directors or its authority, all of which books shall be open at all times to the examination of any Director, but not to any Stockholder who is not a Director except when ordered by the Board of Directors or its authority. He shall perform such other

duties of whatever kind pertaining to the business of the Company as may be required by the Chief Executive Officer, the President or Executive Vice President or the Board of Directors or its authority.

The Secretary shall hold office at the pleasure of the Board of Directors.

I. Junior Officers and Agents: In all cases where the duties of the junior

officers and agents of the Company are not especially prescribed by the By-Laws or by resolution of the Board of Directors, such officers and agents shall obey the orders and instructions of the Chief Executive Officer, the President or the

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Executive Vice President or Vice Presidents having immediate jurisdiction over them. The Chief Executive Officer, the President or an Executive Vice President or the Officer acting as President, may suspend or remove any junior officer, or other employee of the Company, and shall report the same to the Chairman of the Board of Directors, if there be one, or, if not, to the Executive Committee, and such Chairman or Committee may either confirm or revoke or modify the order of the Chief Executive Officer, or the President or Executive Vice President or Officer acting as such.

J. Bond of Officers and Agents: The officers and agents of the Company shall

give such bonds, with good security, for the faithful discharge of their duties as may be required by the Board of Directors or its authority, such bonds to be approved by the Chief Executive Officer or the President except as to the bond of the Chief Executive Officer and the President, which shall be approved by the Treasurer.

K. Unless otherwise ordered by the Board of Directors or Executive Committee,

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the Chairman of the Board, the Vice Chairman, the President or any Executive Vice President of this Company shall have full power and authority in behalf of this Company to attend and to act and to vote at any meetings of stockholders of any corporation in which the Company may hold stock, and at such meetings may possess and shall exercise any and all rights and powers incident to the ownership of such stock which such owner thereof (the Company) might have possessed and exercised if present. The Board of Directors or Executive Committee, by resolution from time to time, may confer like powers upon any other person or persons.

V-A

INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES
AND AGENTS; INSURANCE

A. This Company shall indemnify any person who was or is a party or is

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threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in a manner he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the

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person did not act in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that this conduct was unlawful.

B. The Company shall indemnify any person who was or is a party or is

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threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact he is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter

as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

C. To the extent that a person indemnified under this By-Law has been

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successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs A and B of this Section, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

D. The indemnification under paragraphs A and B of this Section (unless

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ordered by a court) shall be effective upon the Company only when authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs A and B. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by the affirmative vote of a majority of the shares entitled to vote thereon.

E. Expenses incurred in defending a civil or criminal action, suit or

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proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding as authorized in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be

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indemnified by the Company as authorized in this Section.

F. The indemnification provided by this Section shall not be deemed exclusive

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of any other rights to which those seeking indemnification may be entitled under any By-Law or resolution approved by the affirmative vote of the holders of a majority of the shares entitled to vote thereon taken at a meeting the notice of which specified that such By-Law or resolution would be placed before the Stockholders, both as to action by a director, officer, employee or agent in his official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

G. The Company and its Officers shall have power to purchase and maintain

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insurance on behalf of any person who is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Section.

H. If, under this Section, any expenses or other amounts are paid by way of

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indemnification, otherwise than by court order or action by the Stockholders, the Company shall, not later than the next Annual Meeting of Stockholders unless such meeting is held within three months from the date of such payment, send by first class mail to its Stockholders of record at the time entitled to vote for the election of Directors a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

VI

CAPITAL STOCK

A. Certificate of Shares: The certificate of shares of the capital stock of

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the Company shall be in such form not inconsistent with the Charter of the Company as shall be approved by the Board of Directors. Certificates for stock of the Company may be signed by the President or other Chief Executive Officer or a Vice President and also by the Secretary and the corporate seal thereunto affixed or may be signed with the facsimile signatures of the President or other Chief Executive Officer or a Vice President and of the Secretary, with a

facsimile of the seal of the Corporation and in all cases a stock certificate must also be signed by the Transfer Agent for the stock.

All certificates shall be consecutively numbered. The name of the person owning the shares represented thereby, with the number of

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such shares and the date of issue, shall be entered on the Company's books. All certificates surrendered to the Company shall be canceled and no new certificates shall be issued until the former certificate for the same number of shares of the same class shall have been surrendered and canceled.

B. Transfer of Shares: The shares in the capital stock of the Company shall be

transferred only on the books of the Company by the holder thereof, in person or by his attorney, upon surrender and cancellation of certificates for a like number of shares. Transfer of shares shall be in accordance with such reasonable rules and regulations as may be made from time to time by the Board of Directors.

C. The Board of Directors shall have authority to appoint a Transfer Agent

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and/or a Registrar for the shares of its capital stock, and to empower them or either of them in such manner and to such extent as it may deem best, and to remove such agent or agents from time to time, and to appoint another agent or other agents.

VII

REGULATIONS

The Board of Directors and the Executive Committee shall have power and authority to make all such rules and regulations as, respectively, they may deem expedient concerning the issue, transfer, and registration of certificates for shares of the capital stock of the Company.

VIII

DIVIDENDS

The Board of Directors may from time to time declare dividends from the surplus or from the net earned profits of the Company.

IX

CORPORATE SEAL

The Board of Directors shall provide a suitable Seal, containing the name of the Company, which Seal shall be in charge of the Secretary.

X

AMENDMENTS

The Board of Directors shall have power to make, amend, and repeal these By-Laws by a vote of two-thirds of all Directors at any

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regular meeting or special meeting of the Board. At any regular or special meeting, the Stockholders, by a majority vote of the shares outstanding, may amend, alter or repeal these By-Laws, and may adopt new By-Laws in whole or in part. Notwithstanding the preceding two sentences, Articles XI and XII of these By-Laws shall be amended only in the manner provided by Georgia Law, as such law may relate to said Articles XI and XII.

XI

SPECIAL REQUIREMENTS FOR CERTAIN BUSINESS COMBINATIONS

The requirements of Sections 14-2-232 through 14-2-235 of the Official Code of Georgia, as such Sections may be amended or supplemented from time to time, shall apply to business combinations of this Company to the full extent set forth in such Code Sections as if the requirements of such Code Sections were set forth at length herein.

XII

ADDITIONAL REQUIREMENTS FOR
CERTAIN BUSINESS COMBINATIONS

The requirements of Article 11A of the Georgia Business Corporation Code, or any successor provisions thereof, as amended or supplemented from time to time, shall apply to business combinations of this Company to the full extent set forth in the Georgia Business Corporation Code as if the requirements of such provisions were set forth at length herein.

\$550,000,000

CREDIT AGREEMENT

dated as of

August 2, 1995

among

Equifax Inc.,
Certain Of Its Wholly Owned Subsidiaries,

The Banks Listed Herein

and

WACHOVIA BANK OF GEORGIA, N.A.,
as Agent

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CREDIT AGREEMENT

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CREDIT AGREEMENT

CREDIT AGREEMENT dated as of August 2, 1995 among EQUIFAX INC., its Wholly Owned Subsidiaries which become a party hereto from time to time, the BANKS listed on the signature pages hereof and WACHOVIA BANK OF GEORGIA, N.A., as Agent.

The parties hereto agree as follows:

ARTICLE I

DEFINITIONS

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

shall, for all purposes of this Agreement and any amendment hereto (except as herein otherwise expressly provided or unless the context otherwise requires), have the meanings set forth herein:

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

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

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

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

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

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

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

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

"Agent's Letter Agreement" means that certain letter agreement, dated as of May 8, 1995, between the Parent and the Agent relating to the structure of the Loans and certain fees from time to time payable by the Borrowers to the Agent, together with all amendments and supplements thereto.

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

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

Banks.

"Aggregate Outstanding Loans" means at any time the sum of (i) the outstanding principal amount of the Syndicated Loans, plus (ii) the outstanding principal amount of the Dollar Money Market Loans, and plus (iii) the Dollar Equivalent of the outstanding principal amount of the Foreign Currency Money Market Loans.

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

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

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

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

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

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

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"Base Rate" means for any Base Rate Loan for any day, the rate per annum equal to the higher as of such day of (i) the Prime Rate, and (ii) one-half of one percent above the Federal Funds Rate. For purposes of determining the Base Rate or the Federal Funds Rate for any day, changes in the Prime Rate shall be effective on the date of each such change.

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

"Borrower" or "Borrowers" means, individually and collectively, as the context shall require, (i) with respect to Syndicated Loans, (a) Parent, and (b) domestic Wholly Owned Subsidiaries which are Borrowers as provided in Section 2.14, and (ii) with respect to the Money Market Loans, (a) Parent, and (b) Wholly Owned Subsidiaries which are Borrowers as provided in Section 2.14, and their respective successors and permitted assigns.

"Borrowing" means a borrowing hereunder consisting of Loans made to the Borrower (i) at the same time by all of the Banks, in the case of a Syndicated Borrowing, or (ii) separately by one or more Banks, in the case of a Money Market Borrowing, in each case pursuant to Article II. A Borrowing is a "Domestic Borrowing" if such Loans are Domestic Loans or a "Euro-Dollar Borrowing" if such Loans are Euro-Dollar Loans. A Borrowing is a "Dollar Borrowing" if it is a Domestic Borrowing or a Euro-Dollar Borrowing. A Borrowing is a "Money Market Borrowing" if such Loans are either Dollar Money Market Loans or Foreign Currency Money Market Loans made pursuant to Section 2.03 or a "Syndicated Borrowing" if such Loans are Syndicated Loans made pursuant to Section 2.01. A Borrowing is a "Dollar Money Market Borrowing" if such Loans are Dollar Money Market Loans. A Borrowing is a "Foreign Currency Money Market Borrowing" if such Loans are Foreign Currency Money Market Loans.

"Capital Expenditures" means for any period the sum of all capital expenditures incurred during such period by the Parent and its Consolidated Subsidiaries, as determined in accordance with GAAP.

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

"Cash Flow" means the sum of the Parent's and its Consolidated Subsidiaries' (i) Consolidated Net Income, plus (ii) depreciation and amortization and plus (iii) other non-cash charges.

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

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

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

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

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

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

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

"Closing Date" means August 2, 1995.

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

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

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

"Consolidated Current Assets" and "Consolidated Current Liabilities" mean, at any time, all assets or liabilities, respectively, of the Parent and its Consolidated Subsidiaries that, in accordance with GAAP, should be classified as current assets or current liabilities, respectively, on a consolidated balance sheet of the Parent and its Consolidated Subsidiaries.

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

"Consolidated Fixed Charges" for any period means the sum of (i) Consolidated Interest Expense for such period, and (ii) all payment obligations of the Parent and its Consolidated Subsidiaries for such period under all operating leases and rental agreements.

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

"Consolidated Liabilities" means the sum of (i) all liabilities that, in accordance with GAAP, should be classified as liabilities on a consolidated balance sheet of Parent and its Consolidated Subsidiaries, and (ii) to the extent not included in clause (i) of this definition, all Redeemable Preferred Stock.

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

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

(A) All assets which would be treated as intangible assets for balance sheet presentation purposes under GAAP, excluding "Purchased Data Files", but including without limitation goodwill (as determined by the Parent in a manner consistent with its past accounting practices and in accordance

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with GAAP), trademarks, tradenames, copyrights, patents and technologies, and unamortized debt discount and expense;

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

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

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

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

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

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

"Current Maturities of Long Term Debt" means all payments in respect of Long Term Debt (other than Debt under this Agreement) that are required to be made within one year from the date of determination, whether or not the obligation to make such payments would constitute a current liability of the obligor under GAAP.

"Debt" of any Person means at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business and except for any obligation relating to or arising out of the CSC Put prior to the actual payment therefor, (iv) all obligations of such Person as lessee under capital leases, (v) all obligations of such Person to reimburse any bank or other Person in respect of amounts payable

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under a banker's acceptance, (vi) all Redeemable Preferred Stock of such Person (in the event such Person is a corporation), (vii) all obligations of such Person to reimburse any bank or other Person in respect of amounts paid or to be paid under a letter of credit or similar instrument, (viii) all Debt of others secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person, and (ix) all Debt and other obligations of others Guaranteed by such Person (other than the Debt and other obligations of the Parent or the Consolidated Subsidiaries of the Parent Guaranteed by, respectively, the Parent or the Consolidated Subsidiaries of the Parent).

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

"Default" means any condition or event which constitutes an Event of Default or which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

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

"Depreciation" means for any period the sum of all depreciation expenses of the Parent and its Consolidated Subsidiaries for such period, as determined in accordance with GAAP.

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

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

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

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

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

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

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

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

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

"Environmental Judgments and Orders" means all judgments, decrees or orders arising from or in any way associated with any Environmental Requirements, whether or not entered upon consent or written agreements with an Environmental Authority or other entity arising from or in any way associated with any Environmental Requirement, whether or not incorporated in a judgment, decree or order.

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

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

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

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

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

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, or any successor law. Any reference to any provision of ERISA shall also be deemed to be a reference to any successor provision or provisions thereof.

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

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

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

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

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

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

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

"Fixed Charge Coverage Ratio" means the ratio of (i) Income Available for Fixed Charges to (ii) Consolidated Fixed Charges.

"Fixed Rate Borrowing" means a Euro-Dollar Borrowing or a Money Market Borrowing, or both of them, as the context shall require.

"Fixed Rate Loans" means Euro-Dollar Loans, Money Market Loans, or any or all of them, as the context shall require.

"Foreign Currencies" means, individually and collectively, as the context shall require, each of the following, if offered and subject to availability: (i) Australian dollars, Austrian schillings, Belgium francs, British pounds sterling, Canadian dollars, Danish kroner, Dutch guilders, European Currency Units, Finnish markkas, French francs, German deutsche marks, Greek drachmas, Hong Kong dollars, Irish pounds, Italian lira, Japanese yen, New Zealand dollars, Norwegian kroner, Portuguese escudos, Singaporean dollars, Spanish pesetas, Swedish kroner and Swiss francs; and (ii) at the option of the Banks, any other currency which is freely transferable and convertible into Dollars; provided, however, that no such other currency under this clause (ii)

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

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

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

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

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

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

"GAAP" means generally accepted accounting principles applied on a basis consistent with those which, in accordance

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with Section 1.02, are to be used in making the calculations for purposes of determining compliance with the terms of this Agreement.

"Guarantee" by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to secure, purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to provide collateral security, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), provided that the term Guarantee shall

 not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"Hazardous Materials" includes, without limitation, (a) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, 42 U.S.C. (S) 6901 et seq. and its implementing regulations and amendments, or in any applicable state or local law or regulation, (b) "hazardous substance", "pollutant", or "contaminant" as defined in CERCLA, or in any applicable state or local law or regulation, (c) gasoline, or any other petroleum product or by-product, including, crude oil or any fraction thereof (d) toxic substances, as defined in the Toxic Substances Control Act of 19 in any applicable state or local law or regulation or (e) insecticides, fungicides, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute or regulation may be amended from time to time.

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

"Income Available for Fixed Charges" for any period means the sum of (i) Consolidated Net Income, (ii) taxes on income and (iii) Consolidated Fixed

Charges, all determined with respect to the Parent and its Consolidated Subsidiaries on a consolidated basis for such period and in accordance with GAAP.

"Interest Period" means: (1) with respect to each Euro-Dollar Borrowing and Foreign Currency Money Market Borrowing, subject to paragraph (c) below, the period commencing

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on the date of such Borrowing and ending on the numerically corresponding day in the first, second, third or sixth month thereafter, as the Borrower may elect in the applicable Notice of Borrowing; provided that:

(a) any Interest Period which would otherwise end on a day which is not a Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be, shall be extended to the next succeeding Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be, unless such Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be, falls in another calendar month, in which case such Interest Period shall, subject to paragraph (c) below end on the next preceding Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be;

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

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

(2) with respect to each Base Rate Borrowing, the period commencing on the date of such Borrowing and ending 30 days thereafter; provided that:

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

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

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

that:

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

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

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

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

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

"Investment" means any investment in any Person, whether by means of purchase or acquisition of obligations or securities of such Person, capital contribution to such Person, loan or advance to such Person, making of a time deposit with such Person, Guarantee or assumption of any obligation of such Person or otherwise.

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

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

"Lien" means, with respect to any asset, any mortgage, deed to secure debt, deed of trust, lien, pledge, charge, security interest, security title, preferential arrangement which has the practical effect of constituting a security interest or encumbrance, or encumbrance or servitude of any kind in respect of such asset to secure or assure payment of a Debt or a

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Guarantee, whether by consensual agreement or by operation of statute or other law, or by any agreement, contingent or otherwise, to provide any of the foregoing. For the purposes of this Agreement, the Borrower or any Consolidated Subsidiary shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement (other than an operating lease under GAAP) relating to such asset.

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

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

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

"Long-Term Debt" means at any date any Consolidated Debt which matures (or the maturity of which may at the option of the Parent or any Consolidated Subsidiary be extended such that it matures) more than one year after such date.

"Margin Stock" means "margin stock" as defined in Regulations G, T, U or X.

"Material Adverse Effect" means, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences, whether or not related, a material adverse change in, or a material adverse effect upon, any of (a) the financial condition, operations, business, properties or prospects of the Parent and its Consolidated Subsidiaries taken as a whole, (b) the rights and remedies of the Agent or the Banks under the Loan Documents, or the ability of the Parent and its Consolidated Subsidiaries taken as a whole to perform its obligations under the Loan Documents to

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which it is a party, as applicable, or (c) the legality, validity or enforceability of any Loan Document.

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

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

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

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

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

"Multiemployer Plan" shall have the meaning set forth in Section 4001(a) (3) of ERISA.

"Net Funded Debt" of any Person shall mean the sum of (i) all Debt of such Person regardless of the maturity thereof, less (ii) cash and cash

equivalents.

"Net Income" means, as applied to any Person for any period, the aggregate amount of net income of such Person, after taxes, for such period, as determined in accordance with GAAP.

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

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

"Operating Profits" means, as applied to any Person for any period, the operating revenue of such Person for such period, minus its costs of services for such period, and minus its selling, general and administrative costs for such period, but excluding therefrom all extraordinary gains or losses, as determined in accordance with GAAP.

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

"Parent Guaranty" means the Guaranty Agreement dated as of even date herewith substantially in the form of Exhibit J, executed by Parent in favor of

the Agent, for the benefit of the Banks, unconditionally Guaranteeing the payment of all

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obligations of the other Borrowers hereunder, under the Notes and under the other Loan Documents executed by them.

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

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

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

"Person" means an individual, a corporation, a partnership, an unincorporated association, a trust or any other entity or organization, including, but not limited to, a government or political subdivision or an agency or instrumentality thereof.

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

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

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

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

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

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

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

"Regulation G" means Regulation G of the Board of Governors of the

Federal Reserve System, as in effect from time to time, together with all official rulings and interpretations issued thereunder.

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

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

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

"Reported Net Income" means, for any period, the Net Income of the Parent and its Consolidated Subsidiaries determined on a consolidated basis.

"Required Banks" means at any time Banks having at least 66 2/3% of the Aggregate Commitments or, if the Commitments are no longer in effect, Banks holding at least 66 2/3% of the Aggregate Outstanding Loans.

"Restricted Investments" means Investments in joint ventures and in Subsidiaries of the Parent which are not Consolidated Subsidiaries. Restricted Investments shall not include Investments made in the acquisition of a Person which

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becomes a Consolidated Subsidiary upon the closing of such acquisition.

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

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

"Subsidiaries' Assets and Liabilities" has the meaning set forth in the CSC Agreement.

"Subsidiary" means any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by the Parent.

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

"Syndicated Loan Notes" means promissory notes of the Borrower, substantially in the form of Exhibit "A-1", evidencing the obligation of the

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

"Syndicated Loans" means Loans made pursuant to Section 2.01 in Dollars, which shall be either a Base Rate Loan or a Euro-Dollar Loan.

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

"Telerate" means, when used in connection with any designated page and IBOR, the display page so designated on the Dow Jones Telerate Service (or such other page as may replace that page on that service for the purpose of displaying rates comparable to IBOR).

"Termination Date" means June August 1, 2000.

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

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

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

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

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

capital stock or other ownership interests of which (except directors' qualifying shares) are at the time directly or indirectly owned by the Parent.

SECTION 1.02. Accounting Terms and Determinations. Unless otherwise

specified herein, all terms of an accounting character used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP, applied on a basis consistent (except for changes concurred in by the Parent's and its Consolidated Subsidiaries' independent public accountants or otherwise required by a change in GAAP) with the most recent audited consolidated financial statements of the Parent and its Consolidated Subsidiaries delivered to the Banks, unless with respect to any such change concurred in by the Parent's independent public accountants or required by GAAP in determining compliance with any of the provisions of this Agreement or any of the other Loan Documents: (i) the Parent shall have objected to determining such compliance on such basis at the time of delivery of such financial statements, or (ii) the Required Banks shall so object in writing within 30 days after the delivery of such financial statements, in either of which events such calculations shall be made on a basis consistent with those used in the preparation of the latest financial statements as to which such objection shall not have been made (which, if objection is made in respect of the first financial statements delivered under Section 5.01 hereof, shall mean the financial statements referred to in Section 4.04).

SECTION 1.03. References. Unless otherwise indicated, references in

this Agreement to "Articles", "Exhibits", "Schedules", "Sections" and other Subdivisions are references to articles, exhibits, schedules, sections and other subdivisions hereof.

SECTION 1.04. Use of Defined Terms. All terms defined in this

Agreement shall have the same defined meanings when used

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in any of the other Loan Documents, unless otherwise defined therein or unless the context shall require otherwise.

SECTION 1.05. Terminology. All personal pronouns used in this

Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and the plural shall include the singular. Titles of Articles and Sections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement. As used in this Agreement and in any certificate delivered pursuant to Sections 3.01, 3.02 and 5.01, "knowledge" and "becomes aware" or words of similar meaning shall mean, with respect to the Parent, any Borrower or Subsidiary, that a Principal Officer (i) has actual knowledge of such matters, or (ii) from all the facts and circumstances actually known to him at the time in question he has reason to know such matters exist.

ARTICLE II

THE CREDITS

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

severally agrees, on the terms and conditions set forth herein, to make Loans (which may be, at the option of the Borrowers and subject to the terms and conditions hereof, Syndicated Loans consisting of Base Rate Loans or Euro-Dollar Loans) to any of the Borrowers described in clause (i) of the definition of "Borrower" from time to time before the Termination Date; provided that,

(i) immediately after each such Loan is made, the sum of the aggregate principal amount of the Syndicated Loans by such Bank shall not exceed the amount of its Commitment, and

(ii) the Aggregate Outstanding Loans shall not exceed the Aggregate Commitments, as determined pursuant to Section 2.01(b).

Each Syndicated Borrowing under this Section shall be in an aggregate principal amount of \$5,000,000 or any larger multiple of \$1,000,000 (except that any such Syndicated Borrowing may be in the aggregate amount of the Unused Commitments) and shall be made from the several Banks ratably in proportion to their respective Commitments. Within the foregoing limits, the Borrower may borrow under this Section, repay or, to the extent

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permitted by Section 2.10, prepay Syndicated Loans and reborrow under this Section at any time before the Termination Date.

(b) The Dollar Equivalent of each Foreign Currency Money Market Loan on the date each Foreign Currency Money Market Loan is disbursed pursuant to Section 2.03 shall be deemed to be the amount of such Foreign Currency Money Market Loan outstanding for the purpose of calculating the aggregate principal amount of the Foreign Currency Money Market Loans on the date of disbursement for purposes of clause (ii) of Section 2.01(a) and clause (ii) of Section 2.03(a); provided,

however, that if at the time of receipt of any Notice of Borrowing or Money

Market Quote Request, the Aggregate Outstanding Loans is equal to or greater than 50% of the Aggregate Commitments, then the Dollar Equivalent of each Foreign Currency Money Market Loan shall be calculated as of such date, rather than as of the date such Foreign Currency Money Market Loans were disbursed, and in the event that, as a result of such calculation, the Aggregate Outstanding Loans exceeds the Aggregate Commitments, then (i) no additional Borrowings shall be permitted and (ii) the Foreign Currency Money Market Loans shall be subject to mandatory repayment pursuant to the provisions of Section 2.11(b).

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

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

Business Day as each Base Rate Borrowing and at least 2 Euro-Dollar Business Days before each Euro-Dollar Borrowing, specifying:

(i) the date of such Syndicated Borrowing, which shall be a Domestic Business Day in the case of a Domestic Borrowing or a Euro-Dollar Business Day in the case of a Euro-Dollar Borrowing,

(ii) the aggregate amount of such Syndicated Borrowing,

(iii) whether the Syndicated Loans comprising such Borrowing are to be Base Rate Loans or Euro-Dollar Loans, and

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

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

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(c) Not later than 11:00 A.M. (Atlanta, Georgia time) on the date of each Syndicated Borrowing, each Bank shall (except as provided in paragraph (d) of this Section) make available its ratable share of such Syndicated Borrowing, in Federal or other funds immediately available in Atlanta, Georgia, to the Agent at its address referred to in Section 9.01. Unless the Agent determines that any applicable condition specified in Article III has not been satisfied, the Agent will make the funds so received from the Banks available to the Borrower at the Agent's aforesaid address. Unless the Agent receives notice from a Bank, at the Agent's address referred to in or specified pursuant to Section 9.01, no later than 4:00 P.M. (local time at such address) on the Domestic Business Day before the date of a Syndicated Borrowing stating that such Bank will not make a Loan in connection with such Syndicated Borrowing, the Agent shall be entitled to assume that such Bank will make a Loan in connection with such Syndicated Borrowing and, in reliance on such assumption, the Agent may (but shall not be obligated to) make available such Bank's ratable share of such Syndicated Borrowing to the Borrower for the account of such Bank. If the Agent makes such Bank's ratable share available to the Borrower and such Bank does not in fact make its ratable share of such Syndicated Borrowing available on such date, the Agent shall be entitled to recover such Bank's ratable share from such Bank or the Borrower (and for such purpose shall be entitled to charge such amount to any account of the Borrower maintained with the Agent), together with interest thereon for each day during the period from the date of such Syndicated Borrowing until such sum shall be paid in full at a rate per annum equal to the rate at which the Agent determines that it obtained (or could have obtained) overnight Federal funds to cover such amount for each such day during such period, provided that (i) any such payment by the Borrower of such Bank's

ratable share and interest thereon shall be without prejudice to any rights that the Borrower may have against such Bank and (ii) until such Bank has paid its ratable share of such Syndicated Borrowing, together with interest pursuant to the foregoing, it will have no interest in or rights with respect to such Syndicated Borrowing for any purpose hereunder. If the Agent does not exercise its option to advance funds for the account of such Bank, it shall forthwith notify the Borrower of such decision.

(d) If any Bank makes a new Syndicated Loan hereunder on a day on which the Borrower is to repay all or any part of an outstanding Syndicated Loan from such Bank, such Bank shall apply the proceeds of its new Syndicated Loan to make such repayment as a Refunding Loan and only an amount equal to the difference (if

any) between the amount being borrowed and the amount of such Refunding Loan shall be made available by such Bank to the Agent as provided in paragraph (c) of this Section, or remitted by the

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Borrower to the Agent as provided in Section 2.12, as the case may be.

(e) Notwithstanding anything to the contrary contained in this Agreement, no Fixed Rate Borrowing may be made if there shall have occurred a Default or an Event of Default, which Default or Event of Default shall not have been cured or waived, and in such case all Refunding Loans shall be made as Base Rate Loans (but shall bear interest at the Default Rate, if applicable).

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

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

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

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

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

(ii) the Aggregate Outstanding Loans shall not exceed the Aggregate Commitments at such time, calculated as provided in Section 2.01(b); and

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(iii) the Money Market Loans of any Bank will be deemed to be usage of the Commitments for the purpose of calculating availability pursuant to Section 2.01(a)(ii) and 2.03(a)(ii) and fees pursuant to Section 2.07, but will not reduce such Bank's obligation to lend its pro rata share of the remaining Unused Commitment.

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

(a "Money Market Quote Request") so as to be received no later than 9:30 A.M. (Atlanta, Georgia time) at least 4 Domestic Business Days (with respect to Dollar Money Market Borrowings) or 4 Foreign Currency Business Days (with respect to Foreign Currency Money Market Loans) prior to the date of the Money Market Borrowing proposed therein (or such other time and date as the Borrower and the Agent, with the consent of the Required Banks, may agree), specifying:

(i) the identity of the Borrower, whether such Money Market Borrowing is to be a Dollar Money Market Borrowing or a Foreign Currency Money Market Borrowing, and if the latter, specifying the Foreign Currency of such Foreign Currency Money Market Borrowing, together with the proposed date of such Money Market Borrowing, which shall be (x) with respect to a Dollar Money Market Borrowing, a Domestic Business Day and (y) with respect to a Foreign Currency Money Market Borrowing, a Foreign Currency Business Day (the "Money Market Borrowing Date");

(ii) the maturity date (or dates) (each a "Stated Maturity Date") for repayment of each Money Market Loan to be made as part of such Money Market Borrowing (which Stated Maturity Date shall be that date occurring (x) with respect to a Dollar Money Market Borrowing, not less than 7 days but not greater than 185 days from the date of such Money Market Borrowing and (y) with respect to a Foreign Currency Money Market Borrowing, not less than 7 days but not greater than 60 days from the date of such Money Market Borrowing); provided that the Stated Maturity Date for any Money Market

Loan may not extend beyond the Termination Date (as in effect on the date

of such Money Market Quote Request); and

(iii) the aggregate amount of principal to be requested by the Borrower as a result of such Money Market Borrowing, which shall be at least (x) with respect to Dollar Money Market Loans, \$5,000,000 (and in larger integral multiples of \$1,000,000 and (y) with respect to Foreign Currency Money Market Loans, the Dollar Equivalent of \$1,000,000 (and in

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larger integral multiples of the Dollar Equivalent of \$500,000), but in each case shall not cause the limits specified in Section 2.03(a) to be violated.

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

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

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

Exhibit I hereto (a "Money Market Quote") in response to any Money Market Quote

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

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

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

(ii) Each Money Market Quote shall specify:

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

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

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multiple of \$1,000,000, and (B) with respect to a Foreign Currency Money Market Borrowing, the Dollar Equivalent of \$1,000,000 or a larger integral multiple of the Dollar Equivalent of \$500,000; and (z) may not exceed the principal amount of the Money Market Borrowing for which offers were requested;

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

(D) the identity of the quoting Bank.

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

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

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each Bank (identifying the Bank that made each Money Market Quote).

(e) Not later than 10:30 A.M. (Atlanta, Georgia time) 2 Domestic Business Days prior to the Money Market Borrowing Date, the Parent (on behalf of such Borrower) shall notify the Agent of the Borrower's acceptance or nonacceptance of the offers so notified to it pursuant to Section 2.03(d) and the Agent shall promptly notify each affected Bank. In the case of acceptance, such notice shall specify the aggregate principal amount of offers (for each Stated Maturity Date) that are accepted and the Adjusted IBOR Rate determined by the Agent for the purposes thereof. The Parent (on behalf of such Borrower) may accept any Money Market Quote in whole or in part; provided that:

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

(ii) the aggregate principal amount of each Money Market Loan comprising a Money Market Borrowing shall be at least (x) with respect to a Dollar Money Market Borrowing, 5,000,000 (and in larger multiples of \$1,000,000) and (y) with respect to a Foreign Currency Money Market Borrowing, the Dollar Equivalent of \$1,000,000 (and in larger multiples of the Dollar Equivalent of \$500,000), but in each case shall not cause the limits specified in Section 2.03(a) to be violated;

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

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

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

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(f) Any Bank whose offer to make any Money Market Loan has been accepted shall, not later than 12:00 P.M. (Atlanta, Georgia time) on the Money Market Borrowing Date, make the appropriate amount of such Money Market Loan available to the Agent at its address referred to in Section 9.01 in immediately available funds. The amount so received by the Agent shall, subject to the terms and conditions of this Agreement, be made available to the Borrower on such date by depositing the same, in immediately available funds, not later than 4:00 P.M. (Atlanta, Georgia time), in an account of such Borrower maintained with Wachovia.

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

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

evidenced by a single Syndicated Loan Note from each Borrower described in clause (i) of the definition of "Borrower" payable to the order of such Bank for the account of its Lending Office in an amount equal to the original principal amount of such Bank's Commitment.

(b) The Money Market Loans made by any Bank shall be evidenced by a single Dollar Money Market Loan Note from each Borrower and a single Foreign Currency Money Market Loan Note from each Borrower, as each is described in clause (ii) of the definition of "Borrower", each payable to the order of such

Bank for the account of its Lending Office.

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

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

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

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

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

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

(i) for the period commencing on the Closing Date to and including the first Performance Pricing Determination Date, (x) for any Base Rate Loan, 0% and (y) for any Euro-Dollar Loan, 0.20%; and

(ii) from and after the first Performance Pricing Determination Date, (x) for any Base Rate Loan, 0%, and (y) for any Euro-Dollar Loan, the percentage determined on each Performance Pricing Determination Date by reference to the table set forth below and the Debt Rating (or if there is no Debt Rating, the Fixed Charge Coverage Ratio) for the quarterly or annual period ending immediately prior to such Performance Pricing Determination Date.

<TABLE>
<CAPTION>

	<S>	<C>	<C>	<C>	<C>	<C>
Debt Rating	more than	A-/A3	BBB+/ Baa1	BBB/ Baa2	BBB-/ Baa3	
less than BBB-/ Baa3	or equal to A/A2					
Fixed Charge	more than	less than 4.00	less than 3.50	less than 3.00	less than 2.50	
Coverage Ratio	or equal to 4.00	and more than or equal to 3.50	and more than or equal to 3.00	and more than or equal to 2.50	and more than or equal to 2.00	
Applicable	0.17	0.20	0.21	0.275	0.35	
Margin						

</TABLE>

In determining interest for purposes of this Section 2.06 and fees for purposes of Section 2.07, the Borrower and the Banks shall refer to the Borrower's most recent consolidated quarterly and annual (as the case may be) financial statements delivered pursuant to Section 5.01(a) or (b), as the case may be. If such financial statements require a change in interest pursuant to this Section 2.06 or fees pursuant to Section 2.07, the Borrower shall deliver to the Agent, along with such financial statements, a notice to that effect, which notice shall set forth in reasonable detail the calculations establishing the required change. The "Performance Pricing Determination Date" means the earlier of the date of any change in the Debt Rating or the date which is the last date on which such financial statements are

permitted to be delivered pursuant to Section 5.01(a) or (b), as applicable. Any such required change in interest and fees shall become effective on such Performance Pricing Determination Date, and shall be in effect until the next Performance Pricing Determination Date, provided that: (i) for Fixed Rate Loans,

changes in interest shall only be effective for Interest Periods commencing on or after the Performance Pricing Determination Date; and (ii) no fees or interest shall be decreased pursuant to this Section 2.06 or Section 2.07 if a Default is in existence on the Performance Pricing Determination Date.

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

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

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

The "London Interbank Offered Rate" applicable to any Euro-Dollar Loan means for the Interest Period of such Euro-Dollar Loan, the rate per annum determined on the basis of the offered rate for deposits in Dollars of amounts equal or comparable to the principal amount of such Euro-Dollar Loan offered for a term comparable to such Interest Period, which rates appear on the Reuters Screen LIBO Page effective as of 11:00 A.M., London time, 2 Euro-Dollar Business Days prior to the first day of such Interest Period, provided that (i) if more than one such offered rate appears on the Reuters Screen LIBO Page,

the "London Interbank Offered Rate" will be the arithmetic average (rounded upward, if necessary, to the next higher 1/100th of 1%) of such offered rates; (ii) if no such offered rates appear on such page, the "London Interbank Offered Rate" for such Interest Period will be the arithmetic average (rounded upward, if necessary, to the next higher 1/100th of 1%) of rates quoted by not less than 2 major banks in New York City, selected by the Agent, at approximately 10:00 A.M., New York City time, 2 Euro-Dollar Business Days prior to the first day of such Interest Period, for deposits in Dollars offered to leading European banks for a period comparable to such Interest Period in an amount comparable to the principal amount of such Euro-Dollar Loan.

"Euro-Dollar Reserve Percentage" means for any day that percentage (expressed as a decimal) which is in effect on such day, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the maximum reserve requirement for the Agent (as the same may be adjusted for any other Bank in accordance with Section 8.03) in respect of "Eurocurrency liabilities" (or in respect of any other category of liabilities which includes deposits by reference to which the interest rate on Euro-Dollar Loans is determined or any category of extensions of credit or other assets which includes loans by a non-United States office of any Bank to United States residents). The Adjusted London Interbank Offered Rate shall be adjusted automatically on and as of the effective date of any change in the Euro-Dollar Reserve Percentage.

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

"Adjusted IBOR Rate" means, with respect to each Foreign Currency Money

Market Loan, the sum of (i) the rate obtained by dividing (A) IBOR for such Interest Period by (B) a percentage equal to 1 minus the then stated maximum

rate (stated as a decimal) of all reserves requirements (including, without limitation, any marginal, emergency, supplemental, special or

other reserves) applicable to the Bank providing the Money Market Quote of the Federal Reserve System as defined in Regulation D (or against any successor category of liabilities as defined in Regulation D), plus (ii) if the relevant

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

"IBOR" means, with respect to each Foreign Currency Money Market Loan, the offered rate for deposits in the applicable Foreign Currency, for a period comparable to the Interest Period and in an amount comparable to the amount of such Foreign Currency Money Market Loan appearing on Telerate Page 3750 (or, if it is unavailable from Telerate for any reason, by reference to the Reuters Screen CHFF) as of 11:00 A.M. (London, England time) on the day that is two Foreign Currency Business Days prior to the date such Foreign Currency Money Market Loan is made.

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

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

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

ratable account of each Bank, a facility fee, calculated in the manner provided in the last paragraph of Section 2.06(a), on the aggregate amount of such Bank's Commitment (without taking into account the amount of the outstanding Loans made by such Bank), at a rate per annum equal to: (i) for the period commencing on the Closing Date to and including the first Performance Pricing Determination Date, 0.09%; and (ii) from and after the first Performance Pricing Determination Date, the percentage determined on each Performance Pricing Determination Date by reference to the table set forth below and the Debt Rating (or if there is no Debt Rating, the Fixed Charge Coverage Ratio) for the quarterly or annual period ending immediately prior to such Performance Pricing Determination Date:

<TABLE>
<CAPTION>

<C>	<S>	<C>	<C>	<C>	<C>	<C>
	Debt Rating less than BBB-/	more than or equal to A/A2	A-/A3	BBB+/ Baa1	BBB/ Baa2	BBB-/ Baa3
N/A	Fixed Charge Coverage Ratio	more than 4.00 or equal to	less than 4.00 and more than or equal to 3.50	less than 3.50 and more than or equal to 3.00	less than 3.00 and more than or equal to 2.50	less than 2.50 and more than or equal to 2.00
0.25	Facility Fee	0.08	0.09	0.11	0.125	0.175

</TABLE>

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

(c) The Borrower shall pay to the Agent, for the account and sole benefit of the Agent, such fees and other amounts at such times as set forth in

the Agent's Letter Agreement.

SECTION 2.08. Optional Termination or Reduction of Commitments. The

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

SECTION 2.09. Mandatory Termination of Commitments. The Commitments

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

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

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

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

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

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

on which the Commitments are reduced pursuant to Section 2.08, the Borrower shall repay or prepay such principal amount of the outstanding Loans, if any (together with interest accrued thereon), as may be necessary so that after such repayment or prepayment the Aggregate Outstanding Loans do not exceed the Aggregate Commitments as then reduced.

(b) If the Agent determines at any time (whether as a result of the provisions of Section 2.01(b) or otherwise on its own initiative or at the instance of any Bank) that the Aggregate Outstanding Loans (after converting each Foreign Currency Money Market Loan to its Dollar Equivalent on the date of calculation) at any time exceeds the Aggregate Commitments, then upon written notice from the Agent, the Borrower shall repay an aggregate principal amount of Foreign Currency Money Market Loans by at least the amount of such excess, which repayments shall be made at the end of the current Interest Periods for the outstanding Foreign Currency Money Market Loans, as necessary, until the full amount of such excess has been paid. Nothing in the foregoing shall require the Agent to make any such calculation unless expressly requested to do so by the Required Banks, or unless required pursuant to Section 2.01(b).

(c) Each such repayment or prepayment under paragraph (a) or (b) above shall be applied ratably to the Loans of the Banks outstanding on the date of repayment or prepayment in the following order of priority: (i) first, to Base Rate Loans; (ii) secondly, to Euro-Dollar Loans; and (iii) lastly, to Money Market Loans, (and if such repayment is made under paragraph (b) above, it shall be applied first to Foreign Currency Loans, and if such repayment or prepayment is made under paragraph (a) above, it may be applied first to either Dollar Money Market Loans or Foreign Currency Money Market Loans, at the option of the Borrower.

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

shall make each payment of principal of, and interest on, the Loans and of fees hereunder, not later than 11:00 A.M. (Atlanta, Georgia time) on the date when due, in Federal or other funds (subject to paragraph (c) below with respect to Foreign Currency Money Market Loans) immediately available in Atlanta, Georgia, to the Agent at its address referred to in Section 9.01. The Agent will promptly distribute

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to each Bank its ratable share of each such payment received by the Agent for the account of the Banks.

(b) Whenever any payment of principal of, or interest on, the Domestic Loans or of fees hereunder shall be due on a day which is not a Domestic Business Day, the date for payment thereof shall be extended to the next succeeding Domestic Business Day. Whenever any payment of principal of or

interest on, the Euro-Dollar Loans or the Foreign Currency Money Market Loans shall be due on a day which is not a Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be, the date for payment thereof shall be extended to the next succeeding Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be, unless such Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be, falls in another calendar month, in which case the date for payment thereof shall be the next preceding Euro-Dollar Business Day or Foreign Currency Business Day, as the case may be.

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

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

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payment shall equal the amount such Bank would have received had no such withholding or other payment been made. If no withholding or deduction of Taxes are payable in respect to any Loan or fee relating thereto, the Borrowers shall furnish any Bank, at such Bank's request, a certificate from each applicable taxing authority or an opinion of counsel reasonably acceptable to such Bank, in either case stating that such payments are exempt from or not subject to withholding or deduction of Taxes. If the Borrowers fail to provide such original or certified copy of a receipt evidencing payment of Taxes or certificate(s) or opinion of counsel of exemption, the Borrowers agree to compensate such Bank for, and indemnify them with respect to, the tax consequences of the Borrowers' failure to provide evidence of tax payments or tax exemption.

Each Bank which is not organized under the laws of the United States or any state thereof agrees, as soon as practicable after receipt by it of a request by the Borrower to do so, to file all appropriate forms and take other appropriate action to obtain a certificate or other appropriate document from the appropriate governmental authority in the jurisdiction imposing the relevant Taxes, establishing that it is entitled to receive payments of principal and interest under this Agreement and the Notes without deduction and free from withholding of any Taxes imposed by such jurisdiction; provided, that, if it is

unable, for any reason, to establish such exemption, or to file such forms and, in any event, during such period of time as such request for exemption is pending, the Borrower shall nonetheless remain obligated under the terms of the immediately preceding paragraph.

In the event any Bank receives a refund of any Taxes paid by any Borrower pursuant to this Section 2.12(d), it will pay to such Borrower the amount of such refund promptly upon receipt thereof; provided, however, if at any time

thereafter it is required to return such refund, such Borrower shall promptly repay to it the amount of such refund.

Without prejudice to the survival of any other agreement of the Borrowers hereunder, the agreements and obligations of the Borrowers and the Banks contained in this Section 2.12(d) shall be applicable with respect to any Participant, Assignee or other Transferee, and any calculations required by such provisions (i) shall be made based upon the circumstances of such Participant, Assignee or other Transferee, and (ii) constitute a continuing agreement and shall survive the termination of this Agreement and the payment in full or cancellation of the Notes.

SECTION 2.13. Computation of Interest and Fees. Interest on Base Rate

Loans shall be computed on the basis of a year of 360

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days and paid for the actual number of days elapsed (including the first day but excluding the last day). Interest on Euro-Dollar Loans and on Foreign Currency Money Market Loans shall be computed on the basis of a year of 360 days (except for any Foreign Currency Money Market Loans outstanding in British pounds sterling, Australian dollars, Belgian francs, Canadian dollars, Irish pounds or New Zealand dollars, which shall be computed on the basis of a year of 365 or 366 days, as the case may be) and paid for the actual number of days elapsed, calculated as to each Interest Period from and including the first day thereof to but excluding the last day thereof. Facility fees and any other fees payable hereunder shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed (including the first day but excluding the last day).

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

Subsidiary (whether existing on the Closing Date or acquired or created thereafter) may elect to become a Borrower hereunder at any time by executing and delivering to the Agent for delivery to each of the Banks (i) an original Borrower Acknowledgement And Agreement in the form of Exhibit K, thereby

becoming a party to this Agreement, and (ii) the other items described in such Acknowledgement and Agreement, including, without limitation, the Notes described therein. Any Borrower, other than the Parent, may elect to be released as a Borrower hereunder at any time upon (i) payment in full of all Loans outstanding to such Borrower in immediately available funds (including any amounts owed in connection therewith under Article VIII) and (ii) execution and delivery by such Borrower to the Agent of an original Borrower Notice of Withdrawal in the form of Exhibit L.

ARTICLE III

CONDITIONS TO BORROWINGS

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

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

(a) from each of the parties hereto either (i) a duly executed counterpart of this Agreement signed by such party

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or (ii) a facsimile transmission stating that such party has duly executed a counterpart of this Agreement and sent such counterpart to the Agent;

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

(c) an opinion letter of Hunton & Williams, counsel for the Borrower, together with an opinion of the Parent's General Counsel, both dated as of the Closing Date, which taken together cover substantially the opinions set forth in the form of opinion attached as Exhibit B and covering such

additional matters relating to the transactions contemplated hereby as the Agent or any Bank may reasonably request;

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

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

(e) a certificate (the "Closing Certificate") substantially in the form of Exhibit G), dated as of the Closing Date, signed by an Authorized

Officer of the Parent, to the effect that (i) no Default has occurred and is continuing on the Closing Date and (ii) the representations and warranties of the Borrowers contained in Article IV are true on and as of the Closing Date;

(f) a certificate of incumbency of the Borrower, signed by the Secretary or an Assistant Secretary of each Borrower, certifying as to the names, true signatures and incumbency of the officer or officers of the Borrower authorized to execute and deliver the Loan Documents, and

certified copies of the following items: (i) each Borrower's Certificate of Incorporation or equivalent organic document, (ii) each Borrower's Bylaws, (iii) a certificate of the Secretary of State of each state of incorporation of Parent and each domestic Borrower as to the corporate good standing, respectively, of Parent and each Borrower, and, if available, a comparable certificate from the appropriate governing authorities of each foreign Borrower and (iv) the action taken by the Board of Directors of each Borrower authorizing such Borrower's execution, delivery and

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performance of this Agreement, the Notes and the other Loan Documents to which such Borrower is a party;

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

(h) evidence satisfactory to the Agent of termination of the Loan Agreement by and among the Parent, the Banks parties thereto, Wachovia Bank of Georgia, N.A. (f/k/a The First National Bank of Atlanta) as Administrative Agent, Wachovia Bank of Georgia, N.A. and Bank of America National Trust and Savings Association, as Co-Agents dated September 28, 1990, as amended as of the Closing Date; and

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

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

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

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

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

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

(c) the fact that the representations and warranties of the Borrower contained in Article IV of this Agreement (other than the representation and warranty contained in Section 4.04(b), which is made only on and as of the Closing Date) shall be true on and as of the date of such Borrowing; and

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

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

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

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

SECTION 4.01. Corporate Existence and Power. Each Borrower is a

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

SECTION 4.02. Corporate and Governmental Authorization; No

Contravention. The execution, delivery and performance by each Borrower and the Parent of this Agreement, the Notes, the Parent Guaranty and the other Loan

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

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

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

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respective terms, provided that the enforceability hereof and thereof is subject

in each case to general principles of equity and to bankruptcy, insolvency and similar laws affecting the enforcement of creditors' rights generally.

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

sheet of the Parent and its Consolidated Subsidiaries as of December 31, 1994 and the related consolidated statements of income, shareholders' equity and cash flows for the Fiscal Year then ended, reported on by Arthur Andersen & Co., copies of which have been delivered to each of the Banks, and the unaudited consolidated financial statements of the Parent for the interim period ended March 31, 1995, copies of which have been delivered to each of the Banks, fairly present, in conformity with GAAP, the consolidated financial position of the Parent and its Consolidated Subsidiaries as of such dates and their consolidated results of operations and cash flows for such periods stated.

(b) Since December 31, 1994 there has been no event, act, condition or occurrence having a Material Adverse Effect.

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

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

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

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

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

and Consolidated Subsidiary is in compliance with all applicable laws, regulations and similar requirements of governmental authorities the failure to comply with which would result in a Material Adverse Effect, except where such compliance is being contested in good faith through appropriate proceedings. There have been filed on behalf of each Borrower and Consolidated Subsidiary all Federal, state and local income, excise, property and other material tax returns which are required to be filed by them (or appropriate extensions of such filings have been obtained) and all taxes due pursuant to such returns or pursuant

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to any assessment received by or on behalf of each Borrower or any Consolidated Subsidiary (which are not being contested in good faith by such Person) have been paid. The charges, accruals and reserves on the books of each Borrower and Consolidated Subsidiary in respect of taxes or other governmental charges are, in the opinion of Parent and each Borrower, adequate. United States income tax returns of each Borrower and Consolidated Subsidiary have been examined and closed through the Fiscal Year ended December 31, 1991.

SECTION 4.08. Subsidiaries; Identification of Consolidated

Subsidiaries. Each of the Consolidated Subsidiaries which is not a Borrower is

a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, is duly qualified to transact business in every jurisdiction where the failure to so qualify would have a

Material Adverse Effect, and has all corporate powers and all governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted in each case where the failure to have the same would have a Material Adverse Effect. As of the Closing Date, the Parent has no Subsidiaries except for those Subsidiaries listed on Schedule 4.08 which accurately sets forth each such Subsidiary's complete name and jurisdiction of incorporation, and which identifies Consolidated Subsidiaries as being such. After the Closing Date, in the event that Parent's Subsidiaries are no longer published in the Parent's annual reports filed with the Securities and Exchange Commission, Schedule 4.08 shall be supplemented from time to time by the Parent, with copies to the Agent and the Banks, to identify any additional Subsidiary and any Subsidiary which has become a Consolidated Subsidiary and which has not previously been shown as such on such annual reports or on Schedule 4.08 as previously supplemented.

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

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

SECTION 4.10. Public Utility Holding Company Act. Neither any

Borrower nor any Subsidiary is a "holding company", or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company", as such terms are defined in the Public Utility Holding Company Act of 1935, as amended.

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

Consolidated Subsidiary has title to its properties sufficient for the conduct of its business, and none of such property is subject to any Lien except as permitted in Section 5.18.

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SECTION 4.12. No Default. Neither any Borrower nor any Consolidated

Subsidiary is in default under or with respect to any agreement, instrument or undertaking to which it is a party or by which it or any of its property is bound which could have or cause a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

SECTION 4.13. Full Disclosure. All information heretofore furnished

by the Borrowers to the Agent or any Bank (including, without limitation, information contained in the Parent's form 10-K annual report for Fiscal Year 1994 and form 10-Q quarterly report for the first Fiscal Quarter of 1995) for purposes of or in connection with this Agreement or any transaction contemplated hereby is, and all such information hereafter furnished by the Borrowers to the Agent or any Bank will be, true, accurate and complete in every material respect or based on reasonable estimates on the date as of which such information is stated or certified.

SECTION 4.14. Environmental Matters. (a) Neither any Borrower nor any

Consolidated Subsidiary is subject to any Environmental Liability which could have or cause a Material Adverse Effect and neither any Borrower nor any Consolidated Subsidiary has been designated as a potentially responsible party under CERCLA or under any state statute similar to CERCLA where the probable resulting liability would have a Material Adverse Effect. Except as disclosed on Schedule 4.14, as revised from time to time, to the knowledge of the Parent, none of the Properties has been identified on any current or proposed (i) National Priorities List under 40 C.F.R. (S) 300, (ii) CERCLIS list or (iii) any list arising from a state statute similar to CERCLA.

(b) Except as disclosed on Schedule 4.14, as revised from time to time, to the knowledge of the Parent, no Hazardous Materials have been or are being used, produced, manufactured, processed, treated, recycled, generated, stored, disposed of, managed or otherwise handled at, or shipped or transported to or from the Properties or are otherwise present at, on, in or under the Properties, except for Hazardous Materials, such as cleaning solvents, pesticides and other materials used, produced, manufactured, processed, treated, recycled, generated, stored, disposed of, managed, or otherwise handled in minimal amounts in the ordinary course of business in compliance with all applicable Environmental Requirements, except in such instances where such failure of compliance would not have a Material Adverse Effect.

(c) Except as disclosed on Schedule 4.14, as revised from time to time, each Borrower, and each of the Subsidiaries has procured all Environmental Authorizations necessary for the conduct of its business, and is in compliance with all

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Environmental Requirements in connection with the operation of the Properties and each Borrower's and each Consolidated Subsidiary's respective businesses,

except in such instances where such failure of compliance would not have a Material Adverse Effect.

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

notes and all other securities of each Borrower and each Consolidated Subsidiary presently issued and outstanding are validly and properly issued in accordance with all applicable laws, including but not limited to, the "Blue Sky" laws of all applicable states and the federal securities laws. Except as set forth in Schedule 4.15, as revised from time to time, the issued shares of Capital Stock of the Parent's Wholly Owned Subsidiaries are owned by the Parent free and clear of any Lien or adverse claim and at least a majority of the issued shares of capital stock of each of the Parent's other Subsidiaries (other than Wholly Owned Subsidiaries) is owned by the Parent free and clear of any Lien or adverse claim.

SECTION 4.16. Margin Stock. Neither any Borrower nor any Subsidiary

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

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

delivery of the Loan Documents and the making of the Loans under this Agreement: (i) no Borrower will (x) be "insolvent," within the meaning of such term as used in O.C.G.A. (S) 18-2-22 or as defined in (S) 101 of the "Bankruptcy Code", or Section 2 of either the "UFTA" or the "UFCA", or as defined or used in any "Other Applicable Law" (as those terms are defined below), or (y) be unable to pay its debts generally as such debts become due within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA or Section 6 of the UFCA, or (z) have an unreasonably small capital to engage in any business or transaction, whether current or contemplated, within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA or Section 5 of the UFCA; and (ii) the obligations of each Borrower under the Loan Documents and with respect to the Loans will not be rendered avoidable under any Other Applicable Law. For purposes of this Section 4.17, "Bankruptcy Code" means Title 11 of the United States Code, "UFTA" means the Uniform Fraudulent Transfer Act, "UFCA" means the Uniform Fraudulent Conveyance Act, and "Other Applicable Law" means any other applicable state law pertaining to fraudulent transfers or acts voidable by creditors, in each case as such law may be amended from time to time.

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SECTION 4.18. Insurance. Each Borrower and each Consolidated

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

SECTION 4.19. Investments. There are no Investments which are not

Restricted Investments and which are in excess of an aggregate amount of \$25,000,000, which are not within the Investment Guidelines.

ARTICLE V

COVENANTS

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

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

Banks:

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

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

comparative form the figures for the corresponding Fiscal Quarter and the corresponding portion of the previous Fiscal Year, all certified (subject to normal year-end adjustments) as to fairness of presentation, GAAP and consistency by an

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Authorized Officer or the chief accounting officer of the Parent;

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

(a "Compliance Certificate"), of an Authorized Officer or the chief accounting officer of the Parent (i) setting forth in reasonable detail the calculations required to establish whether the Parent was in compliance with the requirements of Sections 5.15 through 5.20, inclusive, on the date of such financial statements and (ii) stating whether any Default exists on the date of such certificate and, if any Default then exists, setting forth the details thereof and the action which the Parent is taking or proposes to take with respect thereto;

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

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

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

(g) promptly upon the filing thereof, copies of all registration statements (other than the exhibits thereto and any registration statements on Form S-8 or its equivalent) and annual, quarterly or monthly reports which the Parent shall have filed with the Securities and Exchange Commission;

(h) if and when any member of the Controlled Group (i) gives or is required to give notice to the PBGC of any "reportable event" (as defined in Section 4043 of ERISA) with respect to any Plan which might constitute grounds for

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a termination of such Plan under Title IV of ERISA, or knows that the plan administrator of any Plan has given or is required to give notice of any such reportable event, a copy of the notice of such reportable event given or required to be given to the PBGC; (ii) receives notice of complete or partial withdrawal liability under Title IV of ERISA, a copy of such notice; or (iii) receives notice from the PBGC under Title IV of ERISA of an intent to terminate or appoint a trustee to administer any Plan, a copy of such notice; and

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

SECTION 5.02. Inspection of Property, Books and Records.

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

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

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

Each Borrower agrees to cooperate and assist in such visits and inspections set forth in paragraphs (b) and (c) above in this

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Section, in each case at such reasonable times and as often as may reasonably be desired. Provided, however, (i) in no event shall any Bank have access to information prohibited by law, and (ii) in the event any Bank desires to inspect confidential matters (which matters shall in no event include financial information and data of the Parent or its Subsidiaries or other information the Banks may require in order to determine compliance with this Agreement) under this Section, such Bank shall execute a confidentiality agreement relating to such matters, which agreement shall contain reasonable terms acceptable to such Bank and its counsel.

SECTION 5.03. Maintenance of Existence. The Parent shall cause each

Consolidated Subsidiary to maintain its corporate existence and not engage in any substantial businesses outside of the information services industry.

SECTION 5.04. Dissolution. Neither any Borrower nor any Consolidated

Subsidiaries shall (a) suffer or permit dissolution or liquidation either in whole or in part (except as may be permitted under Section 5.05), or (b) redeem or retire any shares of its own stock or that of any Consolidated Subsidiary, except (i) through corporate reorganization to the extent permitted by Section 5.05, or (ii) solely in accordance with its policies and programs approved by the Parent's Board of Directors from time to time, but in no event during an uncured Event of Default.

SECTION 5.05. Consolidations, Mergers and Sales of Assets. No

Borrower will, nor will the Parent permit any Consolidated Subsidiary to, consolidate or merge with or into, or sell, lease or otherwise transfer all or any substantial part of its assets to, any other Person, or discontinue or eliminate any Subsidiary or division, provided that (a) any Borrower may merge

with another Person (provided that in the event of such merger involving the Parent, the Parent is the surviving Person) if (i) such Person was organized under the laws of the United States of America or one of its states, (ii) a Borrower is the corporation surviving such merger and (iii) immediately after giving effect to such merger, no Default shall have occurred and be continuing, (b) Subsidiaries may merge with one another, and (c) the foregoing limitation on the sale, lease or other transfer of assets and on the discontinuation or elimination of a Subsidiary or division shall not prohibit, during any Fiscal Quarter, a transfer of assets or the discontinuance or elimination of a Subsidiary or division (in a single transaction or in a series of related transactions) unless the aggregate assets to be so transferred or utilized in a Subsidiary or division to be so discontinued, when combined with all other assets transferred, and all other assets utilized in all other Subsidiaries or

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divisions discontinued, in any Fiscal Year, either (x) constituted more than 20% of Consolidated Total Assets measured as of the end of the immediately preceding Fiscal Year, or (y) contributed more than 20% of Consolidated Operating Profits for the immediately preceding Fiscal Year. Notwithstanding the foregoing, in no event shall any disposition of assets permitted in this Section 5.05 be permitted in the event that after such disposition (x) Consolidated Total Assets shall be less than \$817,000,000 (which amount equals 80% of Consolidated Total Assets as of December 31, 1994), or (y) assets not so disposed of shall have contributed less than \$171,286,000 (which amount equals 80% of Consolidated Operating Profits for the Fiscal Year ending December 31, 1994) to Consolidated Operating Profits as of the end of the immediately preceding Fiscal Year.

SECTION 5.06. Use of Proceeds. The Borrowers will use the proceeds of

the Loans hereunder for general corporate purposes (in compliance with all applicable legal and regulatory requirements, including, without limitation, Regulations U and X and the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the regulations thereunder); provided, that in the event the Parent or any Borrower intends to use the

proceeds of any of the Loans hereunder to finance or refinance, directly or indirectly, an Acquisition of any Person (or the acquisition of (i) more than 50% of the publicly traded stock (of any class) of any Person or (ii) any of the publicly traded stock (of any class) of any Person after the Parent, such Borrower or any of the Subsidiaries shall have been required to file a Schedule

13D under the Securities Exchange Act of 1934, as amended, with respect to such stock), then unless such Acquisition (or such other acquisition) has been approved by the board of directors of such Person or officers thereof duly authorized to do so, then (A) the Parent or such Borrower shall give the Agent and the Banks written notice, not less than 10 days prior to the earlier of (x) the public announcement or other commencement of a tender offer or (y) the commencement of solicitation of proxies in the opposition to the Board of Directors of the Person proposed to be acquired, of such intent (which notice shall describe the proposed Acquisition or such other acquisition in reasonable detail), and (B) notwithstanding any other provision of the Credit Agreement, each Bank shall have the right to assign all of its interest in its Loans and Commitments under the Facility, after first offering such assignment of its interest to each of the other Banks, without the consent of the Parent or the Agent.

SECTION 5.07. Compliance with Laws; Payment of Taxes. The Parent

will, and will cause each of the Subsidiaries and each member of the Controlled Group to, comply with applicable laws (including but not limited to ERISA), regulations and similar

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requirements of governmental authorities (including but not limited to PBGC), except (i) where the necessity of such compliance is being contested in good faith through appropriate proceedings, or (ii) where the failure to do so would not have a Material Adverse Effect. The Parent will, and will cause each of the Subsidiaries to, pay prior to the time the same become delinquent all taxes, assessments, governmental charges, claims for labor, supplies, rent and other obligations which, if unpaid, might become a lien against the property of the Parent or any Consolidated Subsidiary, except (i) liabilities being contested in good faith and against which, if requested by the Agent, the Parent will set up reserves in accordance with GAAP, or (ii) where the failure to do so would not have a Material Adverse Effect.

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

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

SECTION 5.09. Change in Fiscal Year. No Borrower will change its

Fiscal Year without the consent of the Required Banks.

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

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

SECTION 5.11. Environmental Notices. Upon becoming aware of such

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

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

5.12, as revised from time to time, neither any Borrower nor any Consolidated Subsidiary will, and the Parent will not permit any Third Party to, use, produce, manufacture, process, treat, recycle, generate, store, dispose of, manage at, or otherwise handle, or ship or transport to or from the

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Properties any Hazardous Materials, except for Hazardous Materials such as cleaning solvents, pesticides and other similar materials used, produced, manufactured, processed, treated, recycled, generated, stored, disposed, managed, or otherwise handled in minimal amounts in the ordinary course of business in compliance with all applicable Environmental Requirements in each case where the failure to comply would not have a Material Adverse Effect.

SECTION 5.13. Environmental Release. Each Borrower (and the Parent,

with respect to the Subsidiaries) agrees that upon the occurrence of an Environmental Release at or on any of the Properties owned by it or any Consolidated Subsidiary, it will take appropriate action required by applicable

law, except in such cases where the failure to take such action would not have a Material Adverse Effect.

SECTION 5.14. Transactions with Affiliates. Neither any Borrower nor

any of its Consolidated Subsidiaries shall enter into, or be a party to, any transaction with any Affiliate of such Borrower or such Subsidiary (which Affiliate is not a Borrower or a Wholly Owned Subsidiary), except as permitted by law and in the ordinary course of business and pursuant to reasonable terms which are no less favorable to such Borrower or such Subsidiary than would be obtained in a comparable arm's length transaction with a Person which is not an Affiliate.

SECTION 5.15. Restricted Investments. The Parent will not, and will

not permit any of its Subsidiaries to, make any Restricted Investments unless, after giving effect thereto, the aggregate amount of all such Investments made, together with the aggregate of all loans and advances permitted by clause (iv) of Section 5.16, does not exceed the sum of (A) \$130,000,000, plus (B) 25% of

Consolidated Net Income during each Fiscal Quarter commencing after March 31, 1995 in which there was a net profit on a consolidated basis and less (C) 100%

of Consolidated Net Income during each Fiscal Quarter commencing after March 31, 1995 in which there was a net loss on a consolidated basis; provided that after

giving effect to the making of any Restricted Investments permitted by this Section, the Borrowers will be in full compliance with all the provisions of this Agreement.

SECTION 5.16. Loans or Advances. Neither the Parent nor any of its

Consolidated Subsidiaries shall make loans or advances to any Person except: (i) loans or advances to and guaranties in favor of employees in the ordinary course of business; (ii) deposits required by government agencies or public utilities; (iii) intercompany loans or advances between the Parent and the Consolidated Subsidiaries and vice versa; and (iv) loans or advances in an aggregate amount which, together with

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Restricted Investments permitted by Section 5.15, do not exceed the sum of (A) \$130,000,000, plus (B) 25% of Consolidated Net Income during each Fiscal Quarter

commencing after March 31, 1995 in which there was a net profit on a consolidated basis and less (C) 100% of Consolidated Net Income during each

Fiscal Quarter commencing after March 31, 1995 in which there was a net loss on a consolidated basis; provided that after giving effect to the making of any

loans, advances or deposits permitted by this Section, the Borrowers will be in full compliance with all the provisions of this Agreement.

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

than the Parent) shall not, and the Parent shall not permit any other Consolidated Subsidiary to, incur or permit to exist any Debt not in existence on the Closing Date, and extensions or renewals thereof, other than (i) the obligations to the Banks under this Agreement; (ii) Debt of the types described in clause (vii) of the definition of Debt which is incurred in the ordinary course of business in connection with (1) the sale or purchase of goods, or (2) to assure performance of any Subsidiaries' service contracts, operating leases, obligations to a utility or a governmental entity, or worker's compensation obligations; and (iii) Debt (including Debt secured by Liens permitted by Section 5.18) not exceeding an aggregate amount outstanding at any time equal to 20% of Consolidated Net Tangible Assets.

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

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

Parent shall not permit any Consolidated Subsidiary to, create, assume or suffer to exist any Lien on any asset now owned or hereafter acquired by it, except (i) purchase money security interests in goods purchased in the ordinary course of business and for which the purchase price therefor is paid within 120 days of such purchase, and (ii) Liens securing Debt (other than indebtedness represented by the Notes) in an aggregate principal amount at any time outstanding which does not exceed 20% of Consolidated Net Tangible Assets.

SECTION 5.19. Fixed Charges Coverage. At the end of each Fiscal

Quarter, commencing with the Fiscal Quarter ending March 31, 1995, the ratio of Income Available for Fixed Charges to Consolidated Fixed Charges for the Fiscal

Quarter just ended and the immediately preceding 3 Fiscal Quarters shall not have been less than 2.5 to 1.0; provided, however, that if the CSC Put

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is funded, such ratio shall be greater than 2.0 to 1.0 at the end of the Fiscal Quarter in which the CSC Put is funded and at the end of each of the immediately succeeding 3 Fiscal Quarters.

SECTION 5.20. Ratio of Net Funded Debt to Cash Flow. At the end of

each Fiscal Quarter, the ratio of Net Funded Debt to Cash Flow for the Fiscal Quarter just ended shall be less than 4.0 to 1.0; provided, however, that if the

CSC Put is funded, such ratio shall be less than 4.5 to 1.0 at the end of the Fiscal Quarter in which the CSC Put is funded and at the end of the immediately succeeding 3 Fiscal Quarters.

ARTICLE VI

DEFAULTS

SECTION 6.01. Events of Default. If one or more of the following

events ("Events of Default") shall have occurred and be continuing:

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

(b) the Borrowers shall fail to observe or perform any covenant (i) contained in Sections 5.17 or 5.18 and such failure shall not have been cured within 15 days after the earlier to occur of (1) written notice thereof has been given to the Parent by the Agent at the request of any Bank or (2) the Parent otherwise becomes aware of any such failure, or (ii) contained in Sections 5.01(e), 5.02(b), 5.02(c), 5.03 to 5.06, inclusive, 5.15, 5.16, 5.19 or 5.20; or

(c) the Borrowers shall fail to observe or perform any covenant or agreement contained in this Agreement (other than those covered by paragraph (a) or (b) above) and such failure shall not have been cured within 30 days after the earlier to occur of (i) written notice thereof has been given to the Parent by the Agent at the request of any Bank or (ii) the Parent otherwise becomes aware of any such failure; or

(d) any representation, warranty, certification or statement made by the Borrower in Article IV of this Agreement or in any certificate, financial statement or

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other document delivered pursuant to this Agreement shall prove to have been incorrect or misleading in any material respect when made (or deemed made); or

(e) the Borrower or any Consolidated Subsidiary shall fail to make any payment in respect of Debt in an aggregate amount in excess of \$10,000,000 outstanding (other than the Notes) when due or within any applicable grace period; or

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

(g) the Borrower or any Consolidated Subsidiary shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy,

insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; or

(h) an involuntary case or other proceeding shall be commenced against the Borrower or any Consolidated Subsidiary seeking liquidation, reorganization or other

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relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Borrower or any Consolidated Subsidiary under the federal bankruptcy laws as now or hereafter in effect; or

(i) the Borrower or any member of the Controlled Group shall fail to pay when due any material amount which it shall have become liable to pay to the PBGC or to a Plan under Title IV of ERISA; or notice of intent to terminate a Plan or Plans shall be filed under Title IV of ERISA by the Borrower, any member of the Controlled Group, any plan administrator or any combination of the foregoing which results in an obligation which would have a Material Adverse Effect; or the PBGC shall institute proceedings under Title IV of ERISA to terminate or to cause a trustee to be appointed to administer any such Plan or Plans or a proceeding shall be instituted by a fiduciary of any such Plan or Plans to enforce Section 515 or 4219(c)(5) of ERISA and such proceeding shall not have been dismissed within 30 days thereafter which results in an obligation which would have a Material Adverse Effect; or a condition shall exist by reason of which the PBGC would be entitled to obtain a decree adjudicating that any such Plan or Plans must be terminated which results in an obligation which would have a Material Adverse Effect; or the Borrower or any other member of the Controlled Group shall enter into, contribute or be obligated to contribute to, terminate or incur any withdrawal liability with respect to, a Multiemployer Plan which results in an obligation which would have a Material Adverse Effect; or

(j) one or more judgments or orders for the payment of money in an aggregate amount in excess of \$10,000,000 (exclusive of the portion of the judgment amount fully covered by insurance where the insurer has admitted liability in respect of such judgment in writing) shall be rendered against the Borrower or any Consolidated Subsidiary and (i) such judgment or order shall not be discharged within or shall continue unsatisfied and unstayed for a period of 30 days after the entry thereof, or (ii) such Borrower or the applicable Consolidated Subsidiary shall not appeal such judgment within such 30 day period and the execution of such judgment shall not be stayed during such appeal; or

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

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

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

then, and in every such event, the Agent shall (i) if requested by the Required Banks, by notice to the Borrowers terminate the Commitments and they shall thereupon terminate, (ii) any Bank may terminate its obligation to fund a Money Market Loan in connection with any relevant Money Market Quote, and (iii) if requested by the Required Banks, by notice to the Borrowers declare the Notes

(together with accrued interest thereon) to be, and the Notes shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers together with interest at the Default Rate accruing on the principal amount thereof from and after the date of such Event of Default; provided that if any

Event of Default specified in paragraph (g) or (h) above occurs with respect to any Borrower, without any notice to such Borrower or any other act by the Agent or the Banks, the Commitments shall thereupon terminate and the Notes (together with accrued interest thereon) shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower together with interest thereon at the Default Rate accruing on the principal amount thereof from and after the date of such Event of Default. Notwithstanding the foregoing, the

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Agent shall have available to it all other remedies at law or equity, and shall exercise any one or all of them at the request of the Required Banks.

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

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

ARTICLE VII

THE AGENT

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

irrevocably appoints and authorizes the Agent to act as its agent hereunder and under the other Loan Documents with such powers as are specifically delegated to the Agent by the terms hereof and thereof, together with such other powers as are reasonably incidental thereto. The Agent: (a) shall have no duties or responsibilities except as expressly set forth in this Agreement and the other Loan Documents, and shall not by reason of this Agreement or any other Loan Document be a trustee for any Bank; (b) shall not be responsible to the Banks for any recitals, statements, representations or warranties contained in this Agreement or any other Loan Document, or in any certificate or other document referred to or provided for in, or received by any Bank under, this Agreement or any other Loan Document, or for the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or any other document referred to or provided for herein or therein or for any failure by any Borrower to perform any of its obligations hereunder or thereunder; (c) shall not be required to initiate or conduct any litigation or collection proceedings hereunder or under any other Loan Document except to the extent requested by the Required Banks, and then only on terms and conditions satisfactory to the Agent, and (d) shall not be responsible for any action taken or omitted to be taken by it hereunder or under any other Loan Document or any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith, except for its own gross negligence or wilful misconduct. The Agent may employ agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care. The provisions of this Article VII are solely for the benefit of the Agent and the Banks, and the Borrower shall not have any rights as a third party beneficiary of any of the provisions hereof. In performing its functions and duties under this Agreement and under the other Loan Documents, the Agent shall act solely as agent of the Banks and does not

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assume and shall not be deemed to have assumed any obligation towards or relationship of agency or trust with or for the Borrower. The duties of the Agent shall be ministerial and administrative in nature, and the Agent shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Bank.

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

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

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

knowledge of the occurrence of a Default or an Event of Default (other than the

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

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

made by it, Wachovia in its capacity as a Bank hereunder shall have the same rights and powers hereunder as any other Bank and may exercise the same as though it were not acting as the Agent, and the term "Bank" or "Banks" shall, unless the context otherwise indicates, include Wachovia in its individual capacity. The Agent may (without having to account therefor to any Bank) accept deposits from, lend money to and generally

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engage in any kind of banking, trust or other business with the Borrowers (and any of their Affiliates) as if it were not acting as the Agent, and the Agent may accept fees and other consideration from the Borrowers (in addition to any agency fees and arrangement fees heretofore agreed to between the Borrowers and the Agent) for services in connection with this Agreement or any other Loan Document or otherwise without having to account for the same to the Banks.

SECTION 7.05. Indemnification. Each Bank severally agrees to

indemnify the Agent, to the extent the Agent shall not have been reimbursed by the Borrowers, ratably in accordance with its Commitment, for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, without limitation, counsel fees and disbursements) or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of this Agreement or any other Loan Document or any other documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby (excluding, unless an Event of Default has occurred and is continuing, the normal administrative costs and expenses incident to the performance of its agency duties hereunder) or the enforcement of any of the terms hereof or thereof or any such other documents; provided, however that no Bank shall be

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

SECTION 7.06 Consequential Damages. THE AGENT SHALL NOT BE

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

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

treat the payee of any Note as the owner thereof for all purposes hereof unless and until a written notice of the assignment or transfer thereof shall have been filed with the Agent and the provisions of Section 9.08(c) have been satisfied. Any requests, authority or consent of any Person who at the time of making such request or giving such authority or consent is the holder of any Note shall be conclusive and binding on any subsequent holder, transferee or assignee of that

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Note or of any Note or Notes issued in exchange therefor or replacement thereof.

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

that it has, independently and without reliance on the Agent or any other Bank, and based on such documents and information as it has deemed appropriate, made its own credit analysis of the Borrower and decision to enter into this Agreement and that it will, independently and without reliance upon the Agent or any other Bank, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis and decisions in taking or not taking action under this Agreement or any of the other Loan Documents. The Agent shall not be required to keep itself informed as to the performance or observance by the Borrowers of this Agreement or any of the other

Loan Documents or any other document referred to or provided for herein or therein or to inspect the properties or books of the Borrowers or any other Person. Except for notices, reports and other documents and information expressly required to be furnished to the Banks by the Agent hereunder or under the other Loan Documents, the Agent shall not have any duty or responsibility to provide any Bank with any credit or other information concerning the affairs, financial condition or business of the Borrower or any other Person (or any of their Affiliates) which may come into the possession of the Agent.

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

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

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

appointment and acceptance of a successor Agent as provided below, the Agent may resign at any time by giving notice thereof to the Banks and the Borrowers and the Agent may be removed at any time with or without cause by the Required Banks. Upon any such resignation or removal, the Required Banks shall have the right to appoint a successor Agent. If no successor Agent shall have been so appointed by the Required Banks and shall have accepted such appointment within 30 days after the retiring Agent's notice of resignation or the Required Banks' removal of the retiring Agent, then the retiring Agent may, on behalf of the Banks, appoint a successor Agent. Any successor Agent shall be a bank which has a combined capital and surplus of at least \$1,000,000,000. Upon the acceptance of any appointment

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as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. After any retiring Agent's resignation or removal hereunder as Agent, the provisions of this Article VII shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Agent hereunder.

ARTICLE VIII

CHANGE IN CIRCUMSTANCES; COMPENSATION

SECTION 8.01. Basis for Determining Interest Rate Inadequate or

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

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

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

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

SECTION 8.02. Illegality. If, after the date hereof, the adoption of

any applicable law, rule or regulation, or any change therein, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof (any such agency being referred to as an "Authority" and any such event being referred to as a "Change of Law"), or compliance by any Bank (or its Lending Office) with any request or directive (whether or not having the force of law) of any Authority shall make it unlawful or impossible for any Bank

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(or its Lending Office) to make, maintain or fund its Euro-Dollar Loans or Foreign Currency Money Market Loans and such Bank shall so notify the Agent, the Agent shall forthwith give notice thereof to the other Banks and the Borrowers, whereupon until such Bank notifies the Borrower and the Agent that the

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

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

date hereof, a Change of Law or compliance by any Bank (or its Lending Office) with any request or directive (whether or not having the force of law) of any Authority:

(i) shall impose, modify or deem applicable any reserve, special deposit or similar requirement (including, without limitation, (1) any such requirement imposed by the Board of Governors of the Federal Reserve System, and (2) with respect to any Euro-Dollar Loan, any reserve requirement described in the definition of Euro-Dollar Reserve Percentage in excess of the reserve requirement of the Agent, but excluding, with respect to any Foreign Currency Money Market Loan, any such requirement described in the definition of Adjusted IBOR Rate) against assets of, deposits with or for the account of, or credit extended by, any Bank (or its Lending Office); or

(ii) shall impose on any Bank (or its Lending Office) or on the United States market for certificates of deposit or the London interbank market any other condition affecting

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its Fixed Rate Loans, its Notes or its obligation to make Fixed Rate Loans;

and the result of any of the foregoing is to increase the cost to such Bank (or its Lending Office) of making or maintaining any Fixed Rate Loan, or to reduce the amount of any sum received or receivable by such Bank (or its Lending Office) under this Agreement or under its Notes with respect thereto, by an amount deemed by such Bank to be material, then, within 15 days after demand by such Bank (with a copy to the Agent), the relevant Borrower shall pay to such Bank such additional amount or amounts as will compensate such Bank for such increased cost or reduction.

(b) If any Bank shall have determined that after the date hereof the adoption of any applicable law, rule or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof, or compliance by any Bank (or its Lending Office) with any request or directive regarding capital adequacy (whether or not having the force of law) of any Authority, has or would have the effect of reducing the rate of return on such Bank's capital as a consequence of its obligations hereunder to a level below that which such Bank could have achieved but for such adoption, change or compliance (taking into consideration such Bank's policies with respect to capital adequacy) by an amount deemed by such Bank to be material, then within 15 days after demand by such Bank (with a copy to the Agent), the Borrower shall pay to such Bank such additional amount or amounts as will compensate such Bank for such reduction, but in no event shall the Borrower be liable for amounts incurred more than 90 days prior to receipt of such demand.

(c) Each Bank will promptly notify the Borrowers and the Agent of any event of which it has knowledge, occurring after the date hereof, which will entitle such Bank to compensation pursuant to this Section and will designate a different Lending Office if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the judgment of such Bank, be otherwise disadvantageous to such Bank. A certificate of any Bank claiming compensation under this Section and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, such Bank may use any reasonable averaging and attribution methods.

(d) Notwithstanding the foregoing, in the event the Borrowers are required to pay any Bank amounts pursuant to Section 2.12 or this Section 8.03 and the designation of a different Lending Office pursuant to Section 2.12 or Section

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

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

(e) The provisions of this Section 8.03 (i) shall be applicable with respect to any Participant, Assignee or other Transferee, and any calculations required by such provisions shall be made based upon the circumstances of such Participant, Assignee or other Transferee and (ii) shall constitute a continuing agreement and shall survive the termination of this Agreement and the payment in full or cancellation of the Notes.

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

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

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

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

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

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

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

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

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

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

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

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

such compensation to include, without limitation, as applicable: (A) an amount equal to the excess, if any, of (x) the amount of interest which would have accrued on the amount so paid or prepaid or not prepaid or borrowed for the period from the date of such payment, prepayment or failure to prepay or borrow to the last day of the then current Interest Period for such Fixed Rate Loan (or, in the case of a failure to prepay or borrow, the Interest Period for such

Fixed Rate Loan which would have commenced on the date of such failure to prepay or borrow) at the applicable rate of interest for such Fixed Rate Loan provided for herein over (y) the amount of interest (as reasonably determined by such Bank) such Bank would have paid on (i) deposits in Dollars of comparable amounts having terms comparable to such period placed with it by leading banks in the London interbank market (if such Fixed Rate Loan is a Euro-Dollar Loan), or (ii)

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any deposit in a Foreign Currency of comparable amounts having terms comparable to such period placed with it by lending banks in the applicable interbank market for such Foreign Currency (if such Fixed Rate Loan is a Foreign Currency Money Market Loan); or (B) any such loss, cost or expense incurred by such Bank in liquidating or closing out any foreign currency contract undertaken by such Bank in funding or maintaining such Fixed Rate Loan (if such Fixed Rate Loan is a Foreign Currency Money Market Loan).

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

unable for any reason to effect payment in a Foreign Currency as required by this Agreement or if any Borrower shall default in the Foreign Currency, each Bank may, through the Agent, require such payment to be made in Dollars in the Dollar Equivalent amount of such payment. In any case in which any Borrower shall make such payment in Dollars, such Borrower agrees to hold the Banks harmless from any loss incurred by the Banks arising from any change in the value of Dollars in relation to such Foreign Currency between the date such payment became due and the date of payment thereof.

SECTION 8.07. Judgment Currency. If for the purpose of obtaining

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

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ARTICLE IX

MISCELLANEOUS

SECTION 9.01. Notices. All notices, requests and other communications

to any party hereunder shall be in writing (including bank wire, telecopier or similar writing) and shall be given to such party at its address or telecopier number set forth on the signature pages hereof or such other address or telecopier number as such party may hereafter specify for the purpose by notice to each other party. Each such notice, request or other communication shall be effective (i) if given by telecopier, when such telecopy is transmitted to the telecopier number specified in this Section and the appropriate confirmation is received, (ii) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (iii) if given by any other means, when delivered at the address specified in this Section; provided that notices to the Agent under Article II or Article VIII

shall not be effective until received.

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

Bank in exercising any right, power or privilege hereunder or under any Note or other Loan Document shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

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

(i) all reasonable out-of-pocket expenses of the Agent, including fees and disbursements of special counsel for the Banks and the Agent, in connection with the preparation of this Agreement and the other Loan Documents, any waiver or consent hereunder or thereunder or any amendment hereof or thereof or any

Default or alleged Default hereunder or thereunder and (ii) if a Default occurs, all actual out-of-pocket expenses incurred by the Agent and the Banks, including reasonable fees and the actual disbursements of outside counsel or the equivalent allocated costs of in-house counsel, in connection with such Default and collection and other enforcement proceedings resulting therefrom, including out-of-pocket expenses incurred in enforcing this Agreement and the other Loan Documents. The Borrowers shall indemnify the Agent and each Bank against any transfer taxes, documentary taxes, assessments or charges made by any Authority by reason of the execution and delivery of this Agreement or the other Loan Documents.

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SECTION 9.04. Indemnification. The Borrowers shall indemnify the

Agent, the Banks and each Affiliate thereof and their respective directors, officers, employees and agents from, and hold each of them harmless against, any and all actual losses, liabilities, claims or damages to which any of them may become subject, insofar as such losses, liabilities, claims or damages arise out of or result from any actual or proposed use by the Borrowers of the proceeds of any extension of credit by any Bank hereunder or breach by the Borrowers of this Agreement or any other Loan Document or from any investigation, litigation (including, without limitation, any actions taken by the Agent or any of the Banks to enforce this Agreement or any of the other Loan Documents) or other proceeding (including, without limitation, any threatened investigation or proceeding) relating to the foregoing, and the Borrowers shall reimburse the Agent and each Bank, and each Affiliate thereof and their respective directors, officers, employees and agents, upon demand for any expenses (including, without limitation, legal fees) incurred in connection with any such investigation or proceeding; but excluding any such losses, liabilities, claims, damages or expenses incurred by reason of the gross negligence or wilful misconduct of the Person to be indemnified; provided, however, that a Borrower shall not be liable

under this Section 9.04 in connection with any claim under any cause of action by or against any Person indemnified under this Section 9.04 with respect to which and solely to the extent to which such Borrower or an Affiliate of such Borrower is both (i) adverse to the Person being indemnified with respect to such claim under such cause of action, and (ii) the prevailing party with respect to such claim under such cause of action.

SECTION 9.05 Setoff; Sharing of Setoffs. (a) Each Borrower agrees

that the Agent and each Bank shall have a lien for all indebtedness and obligations owing to them from such Borrower upon all deposits or deposit accounts, of any kind, or any interest in any deposits or deposit accounts thereof, now or hereafter pledged, mortgaged, transferred or assigned to the Agent or any such Bank or otherwise in the possession or control of the Agent or any such Bank for any purpose for the account or benefit of such Borrower and including any balance of any deposit account or of any credit of such Borrower with the Agent or any such Bank, whether now existing or hereafter established hereby authorizing the Agent and each Bank at any time or times with or without prior notice to apply such balances or any part thereof to such of the indebtedness and obligations owing by such Borrower to the Banks and/or the Agent then past due and in such amounts as they may elect, and whether or not the collateral, if any, or the responsibility of other Persons primarily, secondarily or otherwise liable may be deemed adequate. For the purposes of this paragraph, all remittances and property shall be

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deemed to be in the possession of the Agent or any such Bank as soon as the same may be put in transit to it by mail or carrier or by other bailee.

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

(i) nothing in this Section shall impair the right of any Bank to exercise any right of setoff or counterclaim it may have and to apply the amount subject to such exercise to the payment of indebtedness of the Borrower other than its indebtedness under the Notes, and (ii) if all or any portion of such payment received by the purchasing Bank is thereafter recovered from such purchasing Bank, such purchase from each other Bank shall be rescinded and such other Bank shall repay to the purchasing Bank the purchase price of such participation to the extent of such recovery together with an amount equal to such other Bank's ratable share (according to the proportion of (x) the amount of such other Bank's required repayment to (y) the total amount so recovered from the purchasing Bank) of any interest or other amount paid or payable by the

purchasing Bank in respect of the total amount so recovered. Each Borrower agrees, to the fullest extent it may effectively do so under applicable law, that any holder of a participation in a Note, whether or not acquired pursuant to the foregoing arrangements, may exercise rights of setoff or counterclaim and other rights with respect to such participation as fully as if such holder of a participation were a direct creditor of such Borrower in the amount of such participation.

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

Agreement, the Notes, the Parent Guaranty or any other Loan Documents may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Borrowers or the Parent (with respect to the Parent Guaranty) and the Required Banks (and, if the rights or duties of the Agent are affected thereby, by the Agent); provided that, no such amendment or waiver shall, unless

signed by all Banks, (i) change the Commitment of any Bank or subject any Bank to any additional obligation, (ii) change the principal of or rate of interest on

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

(b) The Borrowers will not solicit, request or negotiate for or with respect to any proposed waiver or amendment of any of the provisions of this Agreement unless each Bank shall be informed thereof by the Borrowers and shall be afforded an opportunity of considering the same and shall be supplied by the Borrower with sufficient information to enable it to make an informed decision with respect thereto. Executed or true and correct copies of any waiver or consent effected pursuant to the provisions of this Agreement shall be delivered by the Borrowers to each Bank forthwith following the date on which the same shall have been executed and delivered by the requisite percentage of Banks. The Borrowers will not, directly or indirectly, pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, to any Bank (in its capacity as such) as consideration for or as an inducement to the entering into by such Bank of any waiver or amendment of any of the terms and provisions of this Agreement unless such remuneration is concurrently paid, on the same terms, ratably to all such Banks.

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

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

SECTION 9.08. Successors and Assigns. (a) The provisions of this

Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that the Borrower may not assign or otherwise transfer any of its rights under this Agreement.

(b) Any Bank may at any time sell to one or more Persons (each a "Participant") participating interests in any Loan owing to such Bank, any Note held by such Bank, any Commitment hereunder or any other interest of such Bank

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hereunder. In the event of any such sale by a Bank of a participating interest to a Participant, such Bank's obligations under this Agreement shall remain unchanged, such Bank shall remain solely responsible for the performance thereof, such Bank shall remain the holder of any such Note for all purposes under this Agreement, and the Borrower and the Agent shall continue to deal solely and directly with such Bank in connection with such Bank's rights and obligations under this Agreement. In no event shall a Bank that sells a participation be obligated to the Participant to take or refrain from taking any action hereunder except that such Bank may agree that it will not (except as provided below), without the consent of the Participant, agree to (i) the change of any date fixed for the payment of principal of or interest on the related loan or loans, (ii) the change of the amount of any principal, interest or fees due on any date fixed for the payment thereof with respect to the related loan or loans, (iii) the change of the principal of the related loan or loans, (iv) any change in the rate at which either interest is payable thereon or (if the Participant is entitled to any part thereof) fee is payable hereunder from the rate at which the Participant is entitled to receive interest or fee (as the case may be) in respect of such participation, (v) the release or

substitution of all or any substantial part of the collateral (if any) held as security for the Loans, or (vi) the release of any Guarantee given to support payment of the Loans. Each Bank selling a participating interest in any Loan, Note, Commitment or other interest under this Agreement, other than a Money Market Loan or Money Market Loan Note or participating interest therein, shall, within 10 Domestic Business Days of such sale, provide the Borrowers and the Agent with written notification stating that such sale has occurred and identifying the Participant and the interest purchased by such Participant. The Borrowers agree that each Participant shall be entitled to the benefits of Article VIII with respect to its participation in Loans outstanding from time to time.

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

pursuant to this paragraph (c) unless the Assignee shall agree to assume ratably equivalent portions of the transferor Bank's Commitment, (ii) if a Bank is assigning only a

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portion of its Commitment, then, the amount of the Commitment being assigned (determined as of the effective date of the assignment) shall be in an amount not less than \$10,000,000, and (iii) except during the continuance of a Default, no interest may be sold by a Bank pursuant to this paragraph (c) to any Assignee without the prior written consent of the Parent and the Agent, which consent shall not be unreasonably withheld in connection with a transfer to any Assignee which is then a Bank. Upon (A) execution of the Assignment and Acceptance by such transferor Bank, such Assignee, the Agent and (if applicable) the Parent, (B) delivery of an executed copy of the Assignment and Acceptance to the Parent and the Agent, (C) payment by such Assignee to such transferor Bank of an amount equal to the purchase price agreed between such transferor Bank and such Assignee, and (D) payment of a processing and recordation fee of \$2,500 to the Agent, such Assignee shall for all purposes be a Bank party to this Agreement and shall have all the rights and obligations of a Bank under this Agreement to the same extent as if it were an original party hereto with a Commitment as set forth in such instrument of assumption, and the transferor Bank shall be released from its obligations hereunder to a corresponding extent, and no further consent or action by the Parent, the Banks or the Agent shall be required. Upon the consummation of any transfer to an Assignee pursuant to this paragraph (c), the transferor Bank, the Agent and the Borrowers shall make appropriate arrangements so that, if required, new Notes are issued to such Assignee.

(d) Subject to the provisions of Section 9.09, the Borrowers authorize each Bank to disclose to any Participant, Assignee or other transferee (each a "Transferee") and any prospective Transferee any and all financial information in such Bank's possession concerning the Borrowers which has been delivered to such Bank by the Borrowers pursuant to this Agreement or which has been delivered to such Bank by the Borrower in connection with such Bank's credit evaluation prior to entering into this Agreement.

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

(f) Anything in this Section 9.08 to the contrary notwithstanding, any Bank may assign and pledge all or any portion of the Loans and/or obligations owing to it to any

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Federal Reserve Bank or the United States Treasury as collateral security pursuant to Regulation A of the Board of Governors of the Federal Reserve System and any Operating Circular issued by such Federal Reserve Bank, provided that any payment in respect of such assigned Loans and/or obligations made by the Borrower to the assigning and/or pledging Bank in accordance with the terms of this Agreement shall satisfy the Borrowers' obligations hereunder in respect of such assigned Loans and/or obligations to the extent of such payment. No such assignment shall release the assigning and/or pledging Bank from its obligations hereunder.

SECTION 9.09. Confidentiality. Each Bank agrees to exercise

commercially reasonable efforts to keep any information delivered or made

available by the Borrowers to it which is clearly indicated to be confidential information, confidential from anyone other than persons employed or retained by such Bank who are or are expected to become engaged in evaluating, approving, structuring or administering the Loans; provided, however that nothing herein

shall prevent any Bank from disclosing such information (i) to any other Bank, (ii) upon the order of any court or administrative agency, (iii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Bank, (iv) which has been publicly disclosed, (v) to the extent reasonably required in connection with any litigation to which the Agent, any Bank or their respective Affiliates may be a party, (vi) to the extent reasonably required in connection with the exercise of any remedy hereunder, (vii) to such Bank's legal counsel and independent auditors and (viii) to any actual or proposed Participant, Assignee or other Transferee of all or part of its rights hereunder which has agreed in writing to be bound by the provisions of this Section 9.09; provided that should disclosure of any such confidential information be required

by virtue of clause (ii) of the immediately preceding sentence, any relevant Bank shall promptly notify the Borrowers of same (unless prohibited by such order in clause (ii)) so as to allow the Borrower to seek a protective order or to take any other appropriate action; provided, further, that, no Bank shall be

required to delay compliance with any directive to disclose any such information so as to allow the Borrowers to effect any such action.

SECTION 9.10. Representation by Banks. Each Bank hereby represents

that it is a commercial lender or financial institution which makes Loans in the ordinary course of its business and that it will make its Loans hereunder for its own account in the ordinary course of such business; provided, however that, -----
subject to Section 9.08, the disposition of the Note or Notes held by that Bank shall at all times be within its exclusive control.

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SECTION 9.11. Obligations Several. The obligations of each Bank

hereunder are several, and no Bank shall be responsible for the obligations or commitment of any other Bank hereunder. Nothing contained in this Agreement and no action taken by the Banks pursuant hereto shall be deemed to constitute the Banks to be a partnership, an association, a joint venture or any other kind of entity. The amounts payable at any time hereunder to each Bank shall be a separate and independent debt, and each Bank shall be entitled to protect and enforce its rights arising out of this Agreement or any other Loan Document and it shall not be necessary for any other Bank to be joined as an additional party in any proceeding for such purpose.

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

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

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

contained in this Agreement, the Notes, the Parent Guaranty or any of the other Loan Documents should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby and shall be enforced to the greatest extent permitted by law.

SECTION 9.14. Interest. In no event shall the amount of interest, and

all charges, amounts or fees contracted for, charged or collected pursuant to this Agreement, the Notes or the other Loan Documents and deemed to be interest under applicable law (collectively, "Interest") exceed the highest rate of interest allowed by applicable law (the "Maximum Rate"), and in the event any such payment is inadvertently received by any Bank, then the excess sum (the "Excess") shall be credited as a payment of principal, unless a Borrower shall notify such Bank in writing that it elects to have the Excess returned forthwith. It is the express intent hereof that the Borrowers not pay and the Banks not receive, directly or indirectly in any manner whatsoever, interest in excess of that which may legally be paid by the Borrower under applicable law. The right to accelerate maturity of any of the Loans does not include the right to accelerate any interest that has not otherwise accrued on the date of such acceleration, and the Agent and the Banks do not intend to collect any unearned interest in the event of any such acceleration. All monies paid to the Agent or the Banks hereunder or under any of the Notes or the other Loan Documents, whether at maturity or by prepayment, shall be subject to rebate of unearned interest as and to the extent required by applicable law. By the execution of this Agreement, each Borrower covenants that (i) the credit or return of any Excess shall constitute the acceptance by such Borrower of such Excess, and (ii) such

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Borrower shall not seek or pursue any other remedy, legal or equitable, against

the Agent or any Bank, based in whole or in part upon contracting for charging or receiving any Interest in excess of the Maximum Rate. For the purpose of determining whether or not any Excess has been contracted for, charged or received by the Agent or any Bank, all interest at any time contracted for, charged or received from the Borrower in connection with this Agreement, the Notes or any of the other Loan Documents shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread in equal parts throughout the full term of the Commitments. The Borrowers, the Agent and each Bank shall, to the maximum extent permitted under applicable law, (i) characterize any non-principal payment as an expense, fee or premium rather than as Interest and (ii) exclude voluntary prepayments and the effects thereof. The provisions of this Section shall be deemed to be incorporated into each Note and each of the other Loan Documents (whether or not any provision of this Section is referred to therein). All such Loan Documents and communications relating to any Interest owed by the Borrowers and all figures set forth therein shall, for the sole purpose of computing the extent of obligations hereunder and under the Notes and the other Loan Documents be automatically recomputed by the Borrowers, and by any court considering the same, to give effect to the adjustments or credits required by this Section.

SECTION 9.15. Interpretation. No provision of this Agreement or any

of the other Loan Documents shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.

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

Borrower (a) and each of the Banks and the Agent irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of this Agreement, any of the other Loan Documents, or any of the transactions contemplated hereby or thereby, (b) submits to the nonexclusive personal jurisdiction in the State of Georgia, the courts thereof and the United States District Courts sitting therein, for the enforcement of this Agreement, the Notes and the other Loan Documents, (c) waives any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the State of Georgia for the purpose of litigation to enforce this Agreement, the Notes or the other Loan Documents, and (d) agrees that service of process may be made upon it in the manner prescribed in Section 9.01 for the giving of notice to the Borrowers. Nothing herein contained,

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however, shall prevent the Agent from bringing any action or exercising any rights against any security and against the Borrower personally, and against any assets of the Borrowers, within any other state or jurisdiction.

SECTION 9.17. Counterparts. This Agreement may be signed in any

number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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

severally (and not jointly) represents to the Borrowers that no part of the funds to be used by such Bank to fund the Loans hereunder from time to time constitutes (i) assets allocated to any separate account maintained by such Bank in which any employee benefit plan (or its related trust) has any interest nor (ii) any other assets of any employee benefit plan. As used in this Section, the terms "employee benefit plan" and "separate account" shall have the respective meanings assigned to such terms in Section 3 of ERISA.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, under seal, by their respective authorized officers as of the day and year first above written.

EQUIFAX INC.

By: _____
Title:

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

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as Agent and as a Bank (SEAL)

\$100,000,000

By: _____
Title:

Lending Office

191 Peachtree Street, N.E.
Atlanta, Georgia 30303-1757
Attention: Syndications Group
Telecopier number: 404-332-4005
Confirmation number: 404-332-6971

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THE FIRST NATIONAL BANK
OF CHICAGO (SEAL)

\$75,000,000

By: _____
Title:

Lending Office

One First National Plaza
Suite 0374
Chicago, Illinois 60670
Attention: Mr. Steven B. Farley
Telecopier number: (312) 732-3885
Confirmation number: (312) 732-5995

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BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION (SEAL)

\$75,000,000

By: _____
Title:

Lending Office

1230 Peachtree Street
Suite 3600
Atlanta, Georgia 30309
Attention: Mr. Randall Portwood
Telecopier number: (404) 249-6938
Confirmation number: (404) 249-6946

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TRUST COMPANY BANK
(SEAL)

\$75,000,000

By: _____
Title:

Lending Office

25 Park Place
23rd Floor
Atlanta, Georgia 30302
Attention: Ms. Julia Taylor
Telecopier number: (404) 588-8833
Confirmation number: (404) 588-8398

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NATIONSBANK OF GEORGIA, N.A. (SEAL)

\$50,000,000

By: _____

Title:

Lending Office

600 Peachtree Street, N.E.
21st Floor
Atlanta, Georgia 30308
Attention: Mr. James S. Scully
Telecopier number: (404) 607-5524
Confirmation number: (404) 607-5524

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CIBC INC. (SEAL)

\$75,000,000

By: _____
Title:

Lending Office

2727 Paces Ferry Road
Two Paces West, Suite 1200
Atlanta, Georgia 30339
Attention: Mr. Roger Colden
Telecopier number: (404) 319-4954
Confirmation number: (404) 319-4902

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MELLON BANK (SEAL)

\$50,000,000

By: _____
Title:

Lending Office

One Mellon Bank Center
Pittsburgh, Pennsylvania 15258
Attention: Mr. Clifford A. Mull
Telecopier number: (412) 236-1914
Confirmation number: (412) 236-1196

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FIRST UNION NATIONAL BANK OF
GEORGIA (SEAL)

\$50,000,000

By: _____
Title:

Lending Office

999 Peachtree Street, N.E.
11th Floor
Atlanta, Georgia 30309
Attention: Mr. Tom Hackett
Telecopier number: (404) 225-4066
Confirmation number: (404) 827-7229

TOTAL COMMITMENTS:

\$550,000,000

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EXHIBIT A-1

</TABLE>

EXHIBIT A-2

DOLLAR MONEY MARKET LOAN NOTE

As of August 2, 1995

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

All Dollar Money Market Loans made by the Bank, the respective
maturities thereof, the interest rates from time to time applicable thereto, and
all repayments of the principal thereof shall be recorded by the Bank and, prior
to any transfer hereof, endorsed by the Bank on the schedule attached hereto, or
on a continuation of such schedule attached to and made a part hereof; provided

that the failure of the Bank to make any such recordation or endorsement shall
not affect the obligations of the Borrower hereunder or under the Credit
Agreement.

This Dollar Money Market Loan Note is one of the Dollar Money Market
Loan Notes referred to in the Credit Agreement dated as of August 2, 1995 among
Equifax Inc., its Wholly Owned Subsidiaries parties thereto, the Banks listed on
the signature pages thereof, Wachovia Bank of Georgia, N.A., as Agent (as the
same may be amended and modified from time to time, the "Credit Agreement").
Terms defined in the Credit Agreement are used herein with the same meanings.
Reference is made to the Credit Agreement for provisions for the optional and
mandatory prepayment and the repayment hereof and the acceleration of the
maturity hereof.

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

[BORROWER] (SEAL)

By: _____
Title:

OPINION OF
COUNSEL FOR THE BORROWER

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

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

Dear Sirs:

We have acted as counsel for Equifax Inc., a Georgia corporation (the "Parent") and its Wholly Owned Subsidiaries (together with the Parent, in its capacity as a borrower, the "Borrowers") in connection with the Credit Agreement (the "Credit Agreement") dated as of August 2, 1995, among the Borrowers, the banks listed on the signature pages thereof and Wachovia Bank of Georgia, N.A., as Agent. Terms defined in the Credit Agreement are used herein as therein defined.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, corporate records, certificates of public officials and other instruments and have conducted such other investigations of fact and law as we have deemed necessary or advisable for purposes of this opinion. We have assumed for purposes of our opinions set forth below that the execution and delivery of the Credit Agreement by each Bank and by the Agent have been duly authorized by each Bank and by the Agent.

Upon the basis of the foregoing, we are of the opinion that:

1. The Parent is a corporation duly incorporated, validly existing and in good standing under the laws of Georgia, each other Borrower is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, as set forth on Schedule 4.08 to the Credit Agreement, and each Borrower has all corporate powers required to carry on its business as now conducted.

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2. The execution, delivery and performance by the Borrower of the Credit Agreement and the Notes and, with respect to the Parent, of the Parent Guaranty (i) are within the Borrowers' or the Parent's corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) require no action by or in respect of, or filing with, any governmental body, agency or official, (iv) do not contravene, or constitute a default under, any provision of applicable law or regulation or of the certificate of incorporation or by-laws of the Borrowers or the Parent or of any agreement, judgment, injunction, order, decree or other instrument which to our knowledge is binding upon the Borrowers or the Parent and (v) to our knowledge, except as provided in the Credit Agreement, do not result in the creation or imposition of any Lien on any asset of the Borrower or any of its Subsidiaries.

3. The Credit Agreement and, with respect to the Parent, the Parent Guaranty, constitutes a valid and binding agreement of the Borrowers or the Parent, enforceable against the Borrowers or the Parent in accordance with its terms, and the Notes constitute valid and binding obligations of the Borrowers, enforceable in accordance with their respective terms, except as such enforceability may be limited by: (i) bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity.

4. To our knowledge, there is no action, suit or proceeding pending, or threatened, against or affecting the Borrowers or any of its Subsidiaries before any court or arbitrator or any governmental body, agency or official in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, consolidated financial position or consolidated results of operations of the Parent and its Consolidated Subsidiaries, considered as a whole, or which in any manner questions the validity or enforceability of the Credit Agreement or any Note.

5. Each of the Parent's Subsidiaries which is not a Borrower is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all corporate powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

6. Neither the Borrowers nor any of the Subsidiaries is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

7. Neither the Borrowers nor any of the Subsidiaries is a "holding company", or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a

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"subsidiary company" of a "holding company", as such terms are defined in the Public Utility Holding Company Act of 1935, as amended.

We are qualified to practice in the State of Georgia and do not purport to be experts on any laws other than the laws of the United States and the State of Georgia and this opinion is rendered only with respect to such laws. We have made no independent investigation of the laws of any other jurisdiction.

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

Very truly yours,

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EXHIBIT C

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

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

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

Dear Sirs:

We have participated in the preparation of the Credit Agreement (the "Credit Agreement") dated as of August 2, 1995, among Equifax Inc., a Georgia corporation (the "Parent"), its Wholly Owned Subsidiaries parties thereto (together with the Parent, in its capacity as a borrower, the "Borrowers"), the banks listed on the signature pages thereof (the "Banks") and Wachovia Bank of Georgia, N.A., as Agent (the "Agent"), and have acted as special counsel for the Agent for the purpose of rendering this opinion pursuant to Section 3.01(d) of the Credit Agreement. Terms defined in the Credit Agreement are used herein as therein defined.

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

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

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

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Agreement constitutes a valid and binding agreement of the Borrower each Note constitutes a valid and binding obligations of the Borrower, and the Parent Guaranty constitutes a valid and binding obligations of the Parent, in each case enforceable in accordance with its terms except as: (i) the enforceability thereof may be affected by bankruptcy, insolvency, reorganization, fraudulent conveyance, voidable preference, moratorium or similar laws applicable to

creditors' rights or the collection of debtors' obligations generally; (ii) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability; and (iii) the enforceability of certain of the remedial, waiver and other provisions of the Credit Agreement and the Notes may be further limited by the laws of the State of Georgia; provided, however, such additional laws do not, in our opinion, substantially interfere with the practical realization of the benefits expressed in the Credit Agreement, the Notes and the Parent Guaranty, except for the economic consequences of any procedural delay which may result from such laws.

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

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

Very truly yours,

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EXHIBIT D

ASSIGNMENT AND ACCEPTANCE

Dated _____, ____

Reference is made to the Credit Agreement dated as of August 2, 1995 (together with all amendments and modifications thereto, the "Credit Agreement") among Equifax Inc., its Wholly Owned Subsidiaries parties thereto (the "Borrowers"), the Banks from time to time parties thereto and Wachovia Bank of Georgia, N.A., as Agent (the "Agent"). Terms defined in the Credit Agreement are used herein with the same meaning.

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

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

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

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responsibility with respect to the financial condition of the Borrower or the performance or observance by the Borrower of any of its obligations under the Credit Agreement or any other instrument or document furnished pursuant thereto; and (iii) attaches the Note[s] referred to in paragraph 1 above and requests that the Agent exchange such Note[s] for [(x)] a new Syndicated Loan Note dated _____, ____ in the principal amount of \$_____ , a new Dollar Money Market Loan Note dated _____, _____, and a new Foreign Currency Money Market Loan Note dated _____, _____, each payable to the order of the Assignee [and (y) a new Syndicated Loan Note dated _____, ____ in the principal amount of \$_____ , a new Dollar Money Market Loan Note dated _____, _____ and a new Money Market Loan Note dated _____, _____, each payable to the order of the Assignor].

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

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

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

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

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

[NAME OF ASSIGNOR]

By: _____
Title:

[NAME OF ASSIGNEE]

By: _____
Title:

Lending Office:
[Address]

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WACHOVIA BANK OF GEORGIA, N.A.,
As Agent

By: _____
Title:

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

By: _____
Title: _____

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EXHIBIT E

NOTICE OF BORROWING

_____, 199 _____

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

Re: Credit Agreement (as amended and modified from time to time, the "Credit Agreement") dated as of August 2, 1995 by and among Equifax Inc., its Wholly Owned Subsidiaries parties thereto, the Banks from time to time parties thereto, and Wachovia Bank of Georgia, N.A., as Agent.

Gentlemen:

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

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

The Borrower hereby requests a [Euro-Dollar Borrowing] [Base Rate Borrowing] in the aggregate principal amount of \$_____ to be made on _____, _____, and for interest to accrue thereon at the rate established by the Credit Agreement for [Euro- Dollar Loans] [Base Rate Loans]. The duration of the Interest Period with respect thereto shall be [1 month] [2 months] [3 months] [6 months] [30 days].

The Aggregate Outstanding Loans on the date hereof, without giving effect to the Borrowing requested hereby, is [less than] [equal to or greater than] 50% of the Aggregate Commitments.

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

[INSERT NAME OF BORROWER]

By: _____
Title: _____

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EXHIBIT F

COMPLIANCE CERTIFICATE

Reference is made to the Credit Agreement dated as of August 2, 1995 (as modified and supplemented and in effect from time to time, the "Credit Agreement") among Equifax Inc., its Wholly Owned Subsidiaries parties thereto, the Banks from time to time parties thereto, Wachovia Bank of Georgia, N.A., as Agent. Capitalized terms used herein shall have the meanings ascribed thereto in the Credit Agreement.

Pursuant to Section 5.01(c) of the Credit Agreement, (i) _____, the duly authorized _____ of Equifax Inc. hereby certifies to the Agent and the Banks as required by Section 5.01(c) that the information contained in the Compliance Check List attached hereto is true, accurate and complete as of _____, _____, and (ii) _____, the duly authorized _____ of Equifax Inc. hereby (A) certifies to the Agent and the Banks as required by Section 5.01(c) that to the knowledge of such officer, no Default is in existence on and as of the date hereof and (B) restates and reaffirms as required by Section 5.01(c) that to the knowledge of such officer, the representations and warranties contained in Article IV of the Credit Agreement are true on and as of the date hereof as though restated on and as of this date.

EQUIFAX INC.

By: _____
Title: _____

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COMPLIANCE CHECK LIST
Equifax Inc.

1. Restricted Investments (Section 5.15)

The Parent will not, and will not permit any of its Subsidiaries to, make any Restricted Investments unless, after giving effect thereto, the aggregate amount of all such Investments made, together with the aggregate of all loans and advances permitted by clause (iv) of Section 5.16, does not exceed the sum of (A) \$130,000,000, plus (B) 25% of Consolidated Net

Income during each Fiscal Quarter commencing after March 31, 1995 in which there was a net profit on a consolidated basis and less (C) 100% of

Consolidated Net Income during each Fiscal Quarter commencing after March 31, 1995 in which there was a net loss on a consolidated basis; provided

that after giving effect to the making of any Restricted Investments permitted by this Section, the Borrowers will be in full compliance with all the provisions of this Agreement.

Loans or Advances (Section 5.16)

Neither the Parent nor any of its Consolidated Subsidiaries shall make loans or advances to any Person except: (i) loans or advances to and guaranties in favor of employees in the ordinary course of business; (ii) deposits required by government agencies or public utilities; (iii) intercompany loans or advances between the Parent and the Consolidated Subsidiaries and vice versa; and (iv) loans or advances in an aggregate amount which, together with Restricted Investments permitted by Section 5.15, do not exceed the sum of (A) \$130,000,000, plus (B) 25% of

Consolidated Net Income during each Fiscal Quarter commencing after March 31, 1995 in which there was a net profit on a consolidated basis and less

(C) 100% of Consolidated Net Income during each Fiscal Quarter commencing after March 31, 1995 in which there was a net loss on a consolidated basis; provided that after giving effect to the making of any loans, advances or

deposits permitted by this Section, the Borrowers will be in full compliance with all the provisions of this Agreement.

(a) Restricted Investments during current Fiscal Year \$ _____
(b) Loans and Advances \$ _____

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COMPLIANCE CHECK LIST
Equifax Inc.

(c) sum of (a) and (b) \$ _____
(d) Aggregate Consolidated Net Income for each Fiscal Quarter commencing after March 31, 1995 in which there was a net profit \$ _____
(e) 25% of (d) \$ _____
(f) Aggregate Consolidated Net Income for each Fiscal Quarter commencing after March 31, 1995 in which there was a net loss \$ _____
(g) sum of (e) less (f) plus \$130,000,000 \$ _____

Limitation

(c) not to exceed (g)

2. Debt of Consolidated Subsidiaries (Section 5.17)

The Borrowers (other than the Parent) shall not, and the Parent shall not permit any other Consolidated Subsidiary to, incur or permit to exist any Debt not in existence on the Closing Date, and extensions or renewals thereof, other than (i) the obligations to the Banks under this Agreement; (ii) Debt of the types described in clause (vii) of the definition of Debt which is incurred in the ordinary course of business in connection with (1) the sale or purchase of goods, or (2) to assure performance of any Subsidiaries' service contracts, operating leases, obligations to a utility or a governmental entity, or worker's compensation obligations; and (iii) Debt (including Debt secured by Liens permitted by Section 5.18) not exceeding an aggregate amount outstanding at any time equal to 20% of Consolidated Net Tangible Assets.

- (a) Other Debt (described in clause (iii) above) \$ _____
- (b) Consolidated Net Tangible

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COMPLIANCE CHECK LIST
Equifax Inc.

_____ / _____

- Assets - Schedule 1 \$ _____
- (c) 20% of (b) \$ _____
- Limitation (a) not to exceed (c)

3. Negative Pledge (Section 5.18)

The Borrowers shall not, and the Parent shall not permit any Consolidated Subsidiary to, create, assume or suffer to exist any Lien on any asset now owned or hereafter acquired by it, except (i) purchase money security interests in goods purchased in the ordinary course of business and for which the purchase price therefor is paid within 120 days of such purchase, and (ii) Liens securing Debt (other than indebtedness represented by the Notes) in an aggregate principal amount at any time outstanding which does not exceed 20% of Consolidated Net Tangible Assets.

- (a) Aggregate amount of Debt secured by Liens \$ _____
- (b) Consolidated Net Tangible Assets Schedule 1 \$ _____
- (c) 20% of (b) \$ _____
- Limitation (a) not to exceed (c)

4. Fixed Charge Coverage Ratio (Section 5.19)

At the end of each Fiscal Quarter, commencing with the Fiscal Quarter ending March 31, 1995, the ratio of Income Available for Fixed Charges to Consolidated Fixed Charges for the Fiscal Quarter just ended and the immediately preceding 3 Fiscal Quarters shall not have been less than 2.5 to 1.0; provided, however, that if the CSC Put is funded, such ratio shall be greater than 2.0 to 1.0 at the end of the Fiscal Quarter in

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COMPLIANCE CHECK LIST
Equifax Inc.

_____ / _____

which the CSC Put is funded and at the end of each of the immediately succeeding 3 Fiscal Quarters.

- (a) Consolidated Net Income - Schedule 2 \$ _____

(b) interest expense - Schedule 2	\$ _____
(c) operating leases and rentals - Schedule 2	\$ _____
(d) taxes - Schedule 2	\$ _____
(e) sum of (a) plus (b) plus (c) plus (d)	\$ _____
(f) sum of (b) plus (c)	\$ _____
Ratio of (e) to (f)	_____
Requirement	more than [2.5 to 1.0] [2.0 to 1.0]

5. Cash Flow Coverage Ratio (Section 5.20)

At the end of each Fiscal Quarter, the ratio of Net Funded Debt to Cash Flow for the Fiscal Quarter just ended shall be less than 4.0 to 1.0; provided, however, that if the CSC Put is funded, such ratio shall be less than 4.5 to 1.0 at the end of the Fiscal Quarter in which the CSC Put is funded and at the end of the immediately succeeding 3 Fiscal Quarters.

(a) All Debt	\$ _____
(b) cash and cash equivalents	\$ _____
(c) (a) minus (b)	\$ _____
(d) Consolidated Net Income Schedule 3 (if CSC Put funded)	\$ _____
(e) depreciation and amortization	

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COMPLIANCE CHECK LIST
Equifax Inc.

Schedule 3 (if CSC Put funded)	\$ _____
(f) other non-cash charges Schedule 3 (if CSC Put funded)	\$ _____
(g) sum of (d) plus (e) plus (f)	\$ _____
Ratio of (c) to (g)	_____
Requirement	less than [4.0 to 1.0] less than [4.5 to 1.0]

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COMPLIANCE CHECK LIST
Equifax Inc.

Schedule 1

Consolidated Net Tangible Assets

(a) Consolidated Total Assets	\$ _____
(b) all intangible assets under GAAP (other than "Purchase Date Files")	\$ _____
(c) Capital Stock shown as assets	\$ _____
(d) deferred expenses	\$ _____
(e) sum of (a) less (b)	

less (c) less (d)

\$ _____

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COMPLIANCE CHECK LIST
Equifax Inc.

_____/____

Schedule - 2

Fixed Charge Coverage

Consolidated Net Income for:

_____ quarter 199__	\$ _____
_____ quarter 199__	\$ _____
_____ quarter 199__	\$ _____
_____ quarter 199__	\$ _____
Total	\$ _____

Interest Expense for:

_____ quarter 199__	\$ _____
_____ quarter 199__	\$ _____
_____ quarter 199__	\$ _____
_____ quarter 199__	\$ _____
Total	\$ _____

Operating Leases and Rentals for:

_____ quarter 199__	\$ _____
_____ quarter 199__	\$ _____
_____ quarter 199__	\$ _____
_____ quarter 199__	\$ _____
Total	\$ _____

Taxes for:

_____ quarter 199__	\$ _____
_____ quarter 199__	\$ _____
_____ quarter 199__	\$ _____
_____ quarter 199__	\$ _____
Total	\$ _____

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COMPLIANCE CHECK LIST
Equifax Inc.

_____/____

Schedule 3

Cash Flow Coverage

Consolidated Net Income for:

_____ quarter 199__	\$ _____
_____ quarter 199__	\$ _____
Total	\$ _____

Depreciation and Amortization for:

_____ quarter 199__	\$ _____
_____ quarter 199__	\$ _____
Total	\$ _____

Other Non-cash Charges for:

_____ quarter 199__	\$ _____
_____ quarter 199__	\$ _____
Total	\$ _____
 Total	 \$ _____

EXHIBIT G

CLOSING CERTIFICATE

Reference is made to the Credit Agreement (the "Credit Agreement") dated as of August 2, 1995, among Equifax Inc., its Wholly Owned Subsidiaries parties thereto, the Banks listed therein, and Wachovia Bank of Georgia, N.A., as Agent. Capitalized terms used herein have the meanings ascribed thereto in the Credit Agreement.

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

Certified as of this 2nd day of August, 1995.

EQUIFAX, INC.

By: _____
Printed Name: _____
Title: _____

EXHIBIT H

MONEY MARKET QUOTE REQUEST

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

Re: Money Market Quote Request

This Money Market Quote Request is given in accordance with Section 2.03 of the Credit Agreement (as amended or modified from time to time, the "Credit Agreement") dated as of August 2, 1995, among EQUIFAX INC, its Wholly Owned Subsidiaries parties thereto, the Banks from time to time parties thereto, and WACHOVIA BANK OF GEORGIA, N.A., as Agent. Terms defined in the Credit Agreement are used herein as defined therein.

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

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

4. The Stated Maturity Date(s) applicable to the Money Market Borrowing shall be _____ days./3/

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

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Very truly yours,

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

By: _____
Title:

/1/ The date must be a Euro-Dollar Business Day, with respect to a Dollar Money Market Borrowing, or a Foreign Currency Business Day, with respect to a Foreign Currency Money Market Borrowing.

/2/ The amount of the Money Market Borrowing is subject to Section 2.03(a) and (b).

/3/ The Stated Maturity Dates are subject to Section 2.03(b)(ii). The Borrower may request that up to 2 different Stated Maturity Dates be applicable to any Money Market Borrowing, provided that (i) each such Stated Maturity Date shall be deemed to be a separate Money Market Quote Request and (ii) the Borrower shall specify the amounts of such Money Market Borrowing to be subject to each such different Stated Maturity Date.

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EXHIBIT I

MONEY MARKET QUOTE

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

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

This Money Market Quote is given in accordance with Section 2.03(c)(ii) of the Credit Agreement (as amended or modified from time to time, the "Credit Agreement") dated as of August 2, 1995, among EQUIFAX INC. and its Wholly Owned Subsidiaries parties thereto (the "Borrowers"), the Banks from time to time parties thereto, and WACHOVIA BANK OF GEORGIA, N.A., as Agent. Terms defined in the Credit Agreement are used herein as defined therein.

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

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

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

<TABLE>
<CAPTION>
Maximum Principal Amount /2/ Stated Maturity Date /3/ Rate Per Annum /4/
----- ----- -----
<S> <C> <C>

</TABLE>

5. Applicable withholding taxes, if any:

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

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

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

Very truly yours,

[Name of Bank]

Dated:

By: _____
Authorized Officer

- /1/ As specified in the related Money Market Quote Request.
- /2/ The principal amount bid for each Stated Maturity Date may not exceed the principal amount requested. Money Market Quotes must be made for at least (x) with respect to a Dollar Money Market Borrowing, \$5,000,000 or a larger multiple of \$1,000,000 and (y) with respect to a Foreign Currency Money Market Borrowing, the Dollar Equivalent of \$1,000,000 or a larger multiple of the Dollar Equivalent of \$500,000.
- /3/ The Stated Maturity Dates are subject to Section 2.03(b)(iii).
- /4/ Subject to Section 2.03(c)(ii)(C).

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EXHIBIT J

FORM OF PARENT GUARANTY

THIS GUARANTY (this "Guaranty") is made as of the 2nd day of August, 1995, by EQUIFAX INC., a Georgia corporation (the "Guarantor") in favor of the Agent, for the ratable benefit of the Banks, under the Credit Agreement referred to below;

W I T N E S S E T H

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

WHEREAS, it is a condition precedent to the Agent and the Banks executing the Credit Agreement that the Guarantor execute and deliver this

Guaranty whereby the Guarantor shall guarantee the payment when due of all principal, interest and other amounts that shall be at any time payable by the Principals under the Credit Agreement, the Notes and the other Loan Documents; and

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

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

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SECTION 1. Definitions. Terms defined in the Credit Agreement and -----
not otherwise defined herein have, as used herein, the respective meanings provided for therein.

SECTION 2. Representations and Warranties. The Guarantor -----
incorporates herein by reference as fully as if set forth herein all of its representations and warranties contained in Article V of the Credit Agreement (which representations and warranties shall be deemed to have been renewed by the Guarantor upon each Borrowing under the Credit Agreement).

SECTION 3. The Guaranty. The Guarantor hereby unconditionally -----
guarantees the full and punctual payment (whether at stated maturity, upon acceleration or otherwise) of the principal of and interest on each Note issued by the Principals pursuant to the Credit Agreement, and the full and punctual payment of all other amounts payable by the Principals under the Credit Agreement and the other Loan Documents, including without limitation, all fees, costs, expenses, compensation amounts and indemnification amounts (all of the foregoing obligations being referred to collectively as the "Guaranteed Obligations"). Upon failure by the Principals to pay punctually any such amount, the Guarantor agrees that it shall forthwith on demand pay the amount not so paid at the relevant place and in the manner and relevant currency specified in the Credit Agreement, the relevant Note or the relevant Loan Document, as the case may be, together with interest on amounts recoverable under this Guaranty from the time such amounts become due until payment, at the Default Rate.

SECTION 4. Guaranty Unconditional. The obligations of the Guarantor -----
hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

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

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

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

(iv) any change in the corporate existence, structure or ownership of the Principals or any other guarantor of any of the Guaranteed Obligations, or any

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insolvency, bankruptcy, reorganization or other similar proceeding affecting the Principals, or any other guarantor of the Guaranteed Obligations, or its assets or any resulting release or discharge of any obligation of the Principals, or any other guarantor of any of the Guaranteed Obligations;

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

(vi) any invalidity or unenforceability relating to or against

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

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

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discharge of the Guaranteed Obligations prior to the final payment in full of the Guaranteed Obligations in the relevant Foreign Currency in strict accordance with the Credit Agreement or other Loan Documents; or

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

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

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

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

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

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

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

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

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

to any party hereunder shall be given or made by telecopier or other writing and telecopied or mailed or delivered to the intended recipient at its address or telecopier number set forth on the signature pages hereof or such other address or telecopy number as such party may hereafter specify for such purpose by notice to the Agent in

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accordance with the provisions of Section 10.01 of the Credit Agreement. Except as otherwise provided in this Guaranty, all such communications shall be deemed to have been duly given when transmitted by telecopier, or personally delivered or, in the case of a mailed notice, 72 hours after such communication is deposited in the mails with first class postage prepaid, in each case given or

addressed as aforesaid.

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

Banks in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Guaranty, the Credit Agreement, the Notes, and the other Loan Documents shall be cumulative and not exclusive of any rights or remedies provided by law.

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

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

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

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

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

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

LAW OF THE STATE OF GEORGIA. EACH OF THE GUARANTOR AND THE AGENT HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE STATE OF GEORGIA, THE COURTS THEREOF AND THE UNITED STATES DISTRICT COURTS SITTING THEREIN, AND FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE GUARANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE GUARANTOR AND THE AGENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL

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PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

Guarantor hereunder shall be made without setoff or counterclaim and free and clear of and without deduction or withholding for or on account of, any present or future taxes, levies, imposts, duties or other charges of whatsoever nature imposed by any government or any political or taxing authority as required pursuant to Sections 2.12(d) and 3.11(d) of the Credit Agreement.

SECTION 14. Failure to Pay in Foreign Currency. If the Guarantor is

unable for any reason to effect payment in a relevant Foreign Currency as required by this Guaranty or if the Guarantor shall default in the Foreign Currency, each Bank may, through the Agent, require such payment to be made in Dollars in the Dollar Equivalent amount of such payment. In any case in which the Guarantor shall make such payment in Dollars, the Guarantor agrees to hold the Banks harmless from any loss incurred by the Banks arising from any change in the value of Dollars in relation to such Foreign Currency between the date such payment became due and the date of payment thereof.

SECTION 15. Judgment Currency. If for the purpose of obtaining

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

SECTION 16. Subrogation. The Guarantor hereby agrees that it will

not exercise any rights which it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise, unless and until all of

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the Guaranteed Obligations shall have been paid in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all of the Guaranteed Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of the Agent and the Banks and shall forthwith be paid to the Agent to be credited and applied upon the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Credit Agreement.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed by its authorized officer as of the date first above written.

EQUIFAX INC.

By: _____
Title: _____

Attention: _____
Telecopier number: _____
Confirmation number: _____

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EXHIBIT K

BORROWER ACKNOWLEDGEMENT AND AGREEMENT

As of the ____ day of _____, the undersigned (the "Additional Borrower"), a wholly-owned subsidiary of Equifax Inc. (the "Parent"), hereby elects, under Section 2.14 of that certain \$550,000,000 Credit Agreement dated as of _____, 1995, by and among the Parent, certain of the Parent's other subsidiaries, the Banks listed therein, and Wachovia Bank of Georgia, N.A. (the "Agent"; as amended or otherwise modified from time to time, the "Credit Agreement") to become a "Borrower" as defined in clause [(i) or (ii)] of the definition of "Borrower" under Section 1.01 of the Credit Agreement and agrees as such to become hereby subject to all obligations, liabilities, representations, warranties, covenants, terms, conditions, and other provisions applicable to a Borrower under the Credit Agreement. The Additional Borrower delivers this Acknowledgement and Agreement along with: (i) original counterparts hereof to the Agent to be delivered to the Banks, (ii) an original of each of the Notes issued by the Additional Borrower as set forth in Section 3.01(b) of the Credit Agreement, and (iii) other items required by a Borrower to be delivered under Section 3.01 of the Credit Agreement, as the same may be required by the Agent.

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

[Additional Borrower]

By: _____
Title: _____

Attention: _____
Telecopier number: _____
Confirmation number: _____

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EXHIBIT L

BORROWER NOTICE OF WITHDRAWAL

As of the ____ day of _____, the undersigned (the "Withdrawing Borrower"), a wholly-owned subsidiary of Equifax Inc. (the "Parent"), hereby gives notice to the Agent, under Section 2.14 of that certain \$550,000,000 Credit Agreement dated as of _____, 1995, by and among the

Parent, certain of the Parent's other subsidiaries, the Banks listed therein, and Wachovia Bank of Georgia, N.A. (the "Agent"; as amended or otherwise modified from time to time, the "Credit Agreement") of its intention to withdraw as a "Borrower" as defined in clause [(i) or (ii)] of the definition of "Borrower" under Section 1.01 of the Credit Agreement and that it has made payment in full of all Loans outstanding to the Withdrawing Borrower in immediately available funds (including any amounts owed in connection therewith under Article VIII of the Credit Agreement).

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

[Withdrawing Borrower]

By: _____
Title: _____

Attention: _____
Telecopier number: _____
Confirmation number: _____

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Schedule 4.08

Compliance with ERISA

[TO BE COMPLETED BY THE PARENT]

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Schedule 4.08

Consolidated Subsidiaries

Name

Jurisdiction of Incorporation

[TO BE COMPLETED BY THE PARENT]

Subsidiaries Which Are Not Consolidated Subsidiaries

Name

Jurisdiction of Incorporation

[TO BE COMPLETED BY THE PARENT]

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Schedule 4.14

Environmental Matters

[TO BE COMPLETED BY THE PARENT]

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Schedule 4.15

Capital Stock

[TO BE COMPLETED BY THE PARENT]

Hazardous Materials

[TO BE COMPLETED BY THE PARENT]

EQUIFAX INC. INCENTIVE COMPENSATION PLAN

During 1995, certain Executive Officers of the Company participated in the Equifax Inc. Incentive Compensation Plan. The 1995 Plan is filed herewith.

EQUIFAX INC.
INCENTIVE COMPENSATION PLAN (ICP)

I. PURPOSE

The Equifax Inc. Incentive Compensation Plan rewards eligible employees for their contribution toward the success of the Corporation. The purpose of the Plan is to encourage and reward the attainment of established annual individual and business goals.

II. DEFINITIONS

The following words and phrases used in the Plan shall have these meanings:

"Committee" means the Chairman of the Executive Committee, the Chief Executive Officer, and the Corporate Vice President of Compensation and Benefits Administration of Equifax Inc. In addition, the Chief Financial Officer of the corporation shall serve as an ex officio member.

"Corporation" means the amalgam of all divisions and companies, domestic and foreign, including equity accounting entities consolidated with Equifax Inc. for financial reporting purposes.

"Employee" means any salaried employee of the Corporation who qualifies for participation in the Plan.

"EPS" - "Earnings Per Share" means the net income per share after taxes for Equifax Inc. on a consolidated basis. In the event extraordinary transactions occur during a plan year which impact EPS and the Management Compensation Committee of the Board of Directors of Equifax Inc. approves adjustments to EPS for the Executive Incentive Plan, similar adjustments will apply to this Plan.

"EVA" "Economic Value Added" means the net income after taxes less the charge for employed capital.

"Equifax Inc." means the corporate entity.

"Incentive Year" means the 12 month period from January 1 through December 31, coinciding with the calendar year and the fiscal year of Equifax Inc.

"Plan" means the Equifax Inc. Incentive Compensation Plan.

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"Salary" means the base salary earnings of each participant for the calendar year or that portion of the calendar year for which the participant is eligible.

III. ADMINISTRATION

The Plan shall be administered by the Corporate Compensation Department, consistent with guidelines established by the Committee from time to time. The Plan shall be construed and administered in accordance with the laws of the State of Georgia.

IV. ELIGIBILITY FOR PARTICIPATION

Employees eligible to participate in the ICP are those salaried employees that do not participate in any other incentive plan.

Eligibility is also extended to employees in this group at the beginning of the Incentive Year but who were changed to another non-eligible status and continued employment in the latter status through the Incentive Year, or those entering the eligible group during the year. In either event, their incentive will be calculated only on Salary for that portion of the year they were eligible.

Participants who leave the company following three months of participation for military service during the incentive period; who, with the consent of the corporation, retire after reaching age 55 during the incentive period; who die or who are forced to leave because of disability or job elimination during the incentive period; are also eligible for participation. If a participant terminates employment during the plan period for any other reason, no award is payable under the plan.

A participant in one of these situations receives a prorated portion of his or her incentive award at target levels at the end of the incentive period in which the termination occurs. The prorated award is paid within 30 days of termination. If a participant's employment terminates between the end of a performance period and the award payment date for that period for any reason other than an immediately dismissable offense, the full award earned for the period will be paid.

If a participant's employment is terminated during this period for any immediately dismissable offense, no award will be paid, unless otherwise required by law.

If a participant terminates employment prior to the delivery of any incentive payment earned to accept employment with an Equifax competitor, or to independently compete with Equifax, no award will be paid.

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V. DETERMINATION OF AWARDS

For each fiscal year the Committee will establish a minimum EPS/EVA goal for the Corporation for Plan purposes. If the Corporation fails to meet the minimum EPS/EVA for the year, then the Committee may in its sole discretion authorize incentive payments to any, all, or none of the participants in the Plan based on such considerations as the Committee deems appropriate.

If the Corporation does meet the minimum EPS/EVA for the year, incentive awards will be determined on the basis of actual performance during the Incentive Year as compared with established goals, as described below, and as indicated on the attachment to this Plan.

- The Committee shall establish the target level of Corporate EPS/EVA, as well as the corporate EPS/EVA level necessary for the maximum incentive award, for each participant.
- the target level of business unit goals applicable to participate shall be based on the annual business plan and other relevant data.
- Individual performance goals will be established by the appropriate management authority for each participant.
- The committee will approve the relative weighting of the above-mentioned goals for each participant.
- A target incentive award and a maximum incentive award shall be established for each participant, expressed in terms of a percentage of that participant's salary for the Incentive Year.

Individual incentive awards will be deemed earned based upon the degree to which all established goals are attained for the Incentive Year. Interpolation will be used between designated award levels for the Plan Year. In the event a participant is rated "below full attainment" on his individual performance goals, no incentive payment is awarded except at the discretion of the appropriate management authority.

Eligible employees transferred into or out of organizational entities covered by this Plan will be paid incentive for the month in the specific unit. Those employees eligible for participation for a portion of the year will receive an award applicable only to the Salary for that portion of the year eligible under this Plan.

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Eligible earnings include base salary only. Transfer reimbursements, relocation pay, station allowance, severance, and payments made as vacation pay in lieu of time off to retirees and those leaving the company for military service or health disability are excluded from the incentive calculation. Salary received while on Salary Continuance is considered eligible for incentive pay calculations.

VI. PAYMENT OF AWARDS

Awards will normally be paid to eligible participants as soon as possible following the close of the Plan Year.

VII. LIMITATIONS

The Committee is the final authority for administration and interpretation of this Plan and each determination by the Committee shall be binding and conclusive for all purposes.

No individual (or an individual's personal representative) who, during the course of an Incentive Year, leaves active employment with the Corporation for any reason other than retirement, military service, death, disability, or job elimination shall presume any claim or right to be granted an award under this Plan for any part of that year.

If at any time prior to the payment of an incentive award for a plan year the Committee determines that a participant has committed an act of fraud or dishonesty with respect to the Corporation, such participant shall forfeit any incentive award to which he otherwise may have been entitled.

VIII. TERM OF THE PLAN

The Plan shall continue from year to year at the discretion of the committee. In keeping with its purposes, the Committee will review the Plan annually and will consider any modification which are consistent with the objectives of the Plan and the financial condition of the Corporation.

IX. EFFECTIVE DATE

This Plan, as amended and restated, shall become effective for the 1995 plan year.

X. AMENDMENTS

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The Committee may amend, suspend or terminate this Plan at any time.

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EQUIFAX INC.

 DEFERRED COMPENSATION PLAN

 (Amended and Restated
 as of January 1, 1994)

EQUIFAX INC.

 DEFERRED COMPENSATION PLAN

 (Amended and Restated
 as of January 1, 1994)

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EQUIFAX INC.

 DEFERRED COMPENSATION PLAN

 (Amended and Restated
 as of January 1, 1994)

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EQUIFAX INC.

DEFERRED COMPENSATION PLAN

(Amended and Restated
as of January 1, 1994)

Article 1. Establishment and Purpose

1.1 Establishment of Plan. Equifax Inc. previously established the

Equifax Deferred Bonus Compensation Plan effective as of July 1, 1977. The plan was last amended and restated as of January 1, 1981. The plan is hereby further amended and restated as of January 1, 1994 and shall now be known as the Equifax Inc. Deferred Compensation Plan (the "Plan").

The Plan is an unfunded plan of deferred compensation for a select group of management or highly compensated employees. The Plan, therefore, is intended to be exempt from the participation, vesting, funding, and fiduciary requirements of Title I of the Employee Retirement Income Security Act of 1974.

1.2 Purpose of Plan. The purpose of the Plan is to provide eligible

Employees and Nonemployee Directors with an effective means of deferring all or a portion of bonus payments, retainer fees, and meeting fees they are entitled to receive.

1.3 Applicability of Plan. The provisions of this Plan are applicable

only to--

- (a) Employees who are employed by an Employer on or after January 1, 1994; and
- (b) individuals who are serving as Nonemployee Directors on or after July 1, 1994.

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Article II. Definitions

Whenever used in this Plan, the following terms shall have the meanings set forth below unless otherwise expressly provided. When the defined meaning is intended, the term is capitalized. The definition of any term in the singular shall also include the plural, whichever is appropriate in the context.

2.1 "Account" means the bookkeeping account maintained for each

Participant that represents the Participant's total interest under the Plan as of any Valuation Date. An Account shall consist of the sum of deferrals of Bonus or Director Fees credited pursuant to section 4.1, and any gains and losses credited on these amounts. A Participant shall have a fully vested and nonforfeitable interest at all times in his or her Account.

2.2 "Affiliate" means any corporation, association, joint venture, -----
proprietorship, or partnership while it is connected with the Company through stock ownership, common control, membership in an affiliated service group, or otherwise within the meaning of Code section 414(b), (c), (m), or (o).

2.3 "Beneficiary" means the person or persons designated by the -----
Participant to receive any benefits payable on behalf of the Participant after his or her death. Each Participant shall designate his or her Beneficiary (or change this designation) at a time and in a manner specified by the Committee. If no person is designated as a Beneficiary, if a designation is revoked, or if no designated Beneficiary survives the Participant, the Beneficiary shall be the Participant's estate.

2.4 "Board" means the Board of Directors of the Company.

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2.5 "Bonus" means an Employee's incentive bonus awarded under the -----
Management Incentive Plan, the Executive Incentive Plan, or other similar plan providing incentive compensation for a period of performance of one year or less.

2.6 "Code" means the Internal Revenue Code of 1986, as amended, or as it -----
may be amended from time to time.

2.7 "Committee" means the committee appointed by the Board to administer -----
the Plan.

2.8 "Company" means Equifax Inc. or any successor thereto.

2.9 "Director Fees" mean the annual retainer and any meeting fees paid by -----
the Company to a Nonemployee Director for duties performed as a member of the Board.

2.10 "Employee" means any person who is employed by an Employer.

2.11 "Employer" means the Company and any Affiliate that elects to become a -----
party to the Plan with the approval of the Company.

2.12 "Entry Date" means January 1, April 1, July 1, or October 1.

2.13 "Financial Hardship" means a severe financial hardship resulting from -----
a sudden and unexpected illness or accident of the Participant or one of his or her dependents, loss of the Participant's property due to casualty, or other similar unforeseeable circumstance arising from events that are beyond the control of the Participant. The existence of a Financial Hardship shall be determined by the Committee in a manner

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consistent with Treasury regulations and rulings of the Internal Revenue Service. The Committee's decision with respect to the existence of a Financial Hardship shall be final and binding.

2.14 "Investment Fund" means any fund designated by the Committee as an -----
investment medium for the deemed investment of a Participant's Account. There shall be--

- (a) a Prime Rate Fund, effective January 1, 1994, which shall have earnings based on the prime lending rate (determined as of the first day of each month) as reported in the Wall Street Journal; and
- (b) an Equifax Common Stock Fund, effective July 1, 1994.

The Committee shall have the discretion to establish and terminate Investment Funds as it may deem appropriate.

2.15 "Nonemployee Director" means a member of the Board who is not an

Employee of the Company.

2.16 "Participant" means an individual who has met and continues to meet

the eligibility requirements described in section 3.1.

2.17 "Plan" means this Equifax Inc. Deferred Compensation Plan, as it may

be amended from time to time.

2.18 "Plan Year" means the calendar year.

2.19 "Termination of Service" means--

- (a) for an Employee, a separation from employment with the Company and its Affiliates; and
- (b) for a Nonemployee Director, the date on which such individual ceases to be a member of the Board.

2.20 "Valuation Date" means the last business day of each

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Plan Year and any other date that the Committee selects in its sole discretion for the revaluation and adjustment of Accounts.

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Article III. Eligibility and Participation -----

3.1 Eligibility. An individual shall be eligible to participate in this

Plan if he or she--

- (a) is a Nonemployee Director; or
- (b) is an Employee who is a member of a select group of management or highly compensated Employees, and who is designated by the Committee as eligible to participate in the Plan.

3.2 Participation.

(a) Commencement of Participation.

(1) Nonemployee Directors. A Nonemployee Director shall be eligible

to become a Participant as of the later of--

- (A) July 1, 1994, or
- (B) the Entry Date next following the date on which he or she first becomes a Nonemployee Director.

(2) Employees. An Employee who was eligible to participate in this

Plan as of December 31, 1993, shall continue to be a Participant as of January 1, 1994 provided he or she still satisfies the eligibility requirements of section 3.1(b). Other Employees shall be eligible to participate as of the Entry Date next following the date on which he or she satisfies the eligibility requirements of section 3.1(b).

(b) Duration of Participation. A Participant shall continue to be an

active Participant until he or she ceases to meet the eligibility requirements under section 3.1 or revokes a deferral election under section 4.1(b). Thereafter, he or she shall be an inactive Participant and shall retain all the rights

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described under this Plan.

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Article IV. Contributions -----

4.1 Deferrals.

(a) Election of Deferral.

(1) General Rule. Prior to the first day of each Plan Year--

- (A) a Nonemployee Director may elect to defer up to 100 percent (in 1 percent increments or a specified dollar amount) of the Director Fees that would otherwise be payable to the

- Nonemployee Director for the Plan Year; and
- (B) a Participant not described in subparagraph (A) may elect to defer up to 100 percent (in 1 percent increments or a specified dollar amount) of the Bonus that would otherwise be payable to the Participant for the Plan Year.

In accordance with procedures established by the Committee, a Nonemployee Director may make separate deferral elections under paragraph (A) with respect to retainer fees and meeting fees.

- (2) New Participants. In the case of a deferral election which -----
becomes effective on a date other than the first day of a Plan Year, the election shall relate only to--
(A) Director Fees which have not yet been earned as of the Participant's Entry Date; or
(B) Bonus attributable to the portion of the Plan Year beginning on the Participant's Entry Date.
- (3) Allocation to Accounts. Each deferral of Director Fees or Bonus -----
under this section 4.1 shall be credited to the Participant's Account as of the date when the amount deferred would have been paid

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to the Participant.

- (b) Revocation of Election. After the beginning of a Plan Year, a -----
Participant may not increase, decrease, or revoke the amount of Director Fees or Bonus deferred for that Plan Year.
- (c) Default Elections. If an individual participates under the Plan for a -----
given Plan Year, but does not file a timely election form for the next Plan Year, such individual shall be deemed to elect for the next Plan Year the same deferrals of Bonus or Director Fees elected for the prior Plan Year.

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Article V. Participants' Accounts -----

5.1 Investment of Accounts. -----

- (a) Investment of Accounts. For each Plan Year, each Participant shall -----
elect in writing to deem to have the deferrals made on his or her behalf invested in any one or more of the Investment Funds in 10 percent increments. A Participant may change his or her deemed investment elections with respect to future deferrals as of any January 1. The Participant shall make or change an election of Investment Funds by giving notice to the Committee at a time and in a manner specified by the Committee.
- (b) Investment Transfers.

- (1) General Rule. Except as otherwise provided in paragraph (2) -----
below, each Participant may elect as of any January 1 to have the amounts that are deemed invested in any one or more of the Investment Funds transferred to any one or more of the other Investment Funds in increments of 10 percent.
- (2) Section 16 Participants. Each Participant who is subject to the -----
reporting and short-swing profit recovery rules of section 16 of the Securities Exchange Act of 1934 may not transfer previously deferred amounts into or out of the Equifax Common Stock Fund.
- (3) Election Procedures. A Participant shall make an election to -----
transfer among Investment Funds under this subsection (b) by giving notice to the Committee at a time and manner specified by the Committee.

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- (c) Committee Discretion. Notwithstanding any provision in this section -----
5.1 to the contrary, the Committee, in its sole and absolute discretion, may disregard the Participant's investment elections and deem the Participant's Account to be invested in any manner it chooses. If the Committee deems the Participant's Account to be invested in a manner other than that elected by the Participant under subsections (a) and (b), it shall notify the Participant in advance of its deemed investment selection. The Company shall incur no liability on account of its selection of deemed investments or on account of the

performance of those investments.

5.2 Valuation of Accounts.

- (a) Allocation of Earnings and Losses. A Participant's Account shall be

adjusted as of each Valuation Date to reflect any gains or losses that would have been credited or debited to the Account if it had actually been invested in the manner described in section 5.1. Amounts paid from Accounts between these dates will be credited or charged for any investment gains or losses since the last Valuation Date.
- (b) Charges Against Account. Any payments made to a Participant or

Beneficiary under Article VI shall be charged against the Participant's Account.

5.3 Financing. The benefits under this Plan shall be paid out of the

general assets of the Employer, except to the extent they are paid from the assets of a grantor trust established by an Employer to pay these benefits. Whether to establish such a trust is a matter that is within the sole and absolute discretion of the Employer.

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5.4 Unsecured Interest. No Participant shall have any interest whatsoever

in any specific asset of the Employer. To the extent that any person acquires a right to receive payments under this Plan, this right shall be no greater than the right of any unsecured general creditor of the Employer.

5.5 Nontransferability. In no event shall an Employer make any payment

under this Plan to any assignee or creditor of a Participant or Beneficiary. Prior to the time of payment hereunder, no Participant or Beneficiary shall have any right by way of anticipation or otherwise to assign or otherwise dispose of any interest under this Plan, nor shall rights be assigned or transferred by operation of law.

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Article VI. Payment of Accounts

6.1 Payments to Participant.

- (a) Commencement of Payments. Payment of a Participant's Account shall

begin within 90 days after the date determined under section 6.2(a).
- (b) Form of Payments. All amounts payable to a Participant shall be

distributed in a single sum or in a series of installments, as provided under section 6.2(b).

6.2 Distribution Elections.

- (a) Time of Payment.

- (1) General Rule. Upon making the initial deferral election under

section 4.1, the Participant shall also designate the date on which payments from his or her Account shall begin. A Participant may elect initially to have payments begin as of:
- (A) a date specified by the Participant which must be at least one year after the end of the Plan Year for which the initial deferral is made; or
- (B) the date of the Participant's Termination of Service.
- (2) Second Election. If a Participant makes an initial election

under paragraph (1) (A), he or she may then elect, with respect to deferrals made after that date, to have payments begin as of:
- (A) a date specified by the Participant which must be at least one year after the end of the Plan Year containing the date specified under paragraph (1) (A); or
- (B) the date of the Participant's Termination of Service.

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- (3) Administrative Rules. If a Participant specifies a date other

than Termination of Service for the distribution of his or her Account, but incurs a Termination of Service or dies before such date, payments shall begin as soon as practicable following such earlier Termination of Service or death.

If a Participant specifies a distribution date which precedes his or her Termination of Service, the amount distributable shall equal the Account as of such specified date. Deferrals made under section 4.1 after such specified date or dates shall be payable upon the Participant's Termination of Service.

- (4) Financial Hardship. A Participant may withdraw all or part of

his or her Account before the distribution date specified in paragraph (1) or (2) above in the event of a Financial Hardship. A withdrawal under this paragraph (4) shall not exceed the amount necessary to satisfy the Financial Hardship. A Participant may request a hardship withdrawal in accordance with procedures established by the Committee.

A Participant who is subject to the reporting and short-swing profit rules of section 16 of the Securities Exchange Act of 1934 may not make a withdrawal under this paragraph (4).

- (b) Form of Payment.

- (1) General Rule. At the time a Participant makes his or her initial

deferral election under section 4.1, the Participant shall separately elect the manner in which his or her Account shall

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be paid--

- (A) to the Participant, upon the date determined under subsection (a)(1); and
(B) to his or her Beneficiary, upon the Participant's death prior to the complete distribution of his or her Account.

Additionally, a Participant who makes a second payment election under subsection (a)(2) shall be permitted to make a payment form election at the same time he or she makes the second election under subsection (a)(2).

The Participant may choose to have the Account paid either in a lump sum (within 90 days of the distribution date determined under subsection (a)) or in a series of annual installments over a fixed number of years (not to exceed ten years).

- (2) Limitation on Elections. A Participant shall be permitted to

elect a different payment form for amounts that are distributable as of different payment dates under subsection (a).

- (c) Discretion of Committee. Notwithstanding a Participant's election of

the time or form of payment for his or her Account, the Committee may direct, in its sole and absolute discretion, that the Account shall be distributed in any time, and/or in any form, permitted under subsection (a) or (b).

6.3 Payments to Beneficiary.

- (a) Commencement of Payments. If a Participant dies before his or her

Account has been completely distributed, the remaining balance shall be paid to the Participant's Beneficiary beginning within 90 days after the Participant's death.

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- (b) Form of Payments. Payments to the Beneficiary shall be made in a

single sum or in a series of installments, as provided under section 6.2.

- (c) Death of Participant and Beneficiary. If the Participant and

Beneficiary both die before the Participant's Account has been completely distributed, these remaining benefits shall be paid as follows.

- (1) If the Beneficiary dies before the Participant, the balance of the Participant's Account shall be paid to the Participant's estate in a single sum.
(2) If the Beneficiary dies after the Participant, the balance of the Participant's Account shall be paid to the Beneficiary's estate in a single sum.

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Article VII. Administration

- 7.1 Administration. The Plan shall be administered by the Committee. A

majority of the members of the Committee at the time in office shall constitute a quorum for the transaction of business. All resolutions and other actions taken by the Committee at any meeting shall be by a majority vote of those present at the meeting. Upon the unanimous concurrence in writing of all Committee members, action of the Committee may be taken other than at a meeting.

The Committee shall have all powers necessary or appropriate to carry out the provisions of the Plan. It may, from time to time, establish rules for the administration of the Plan and the transaction of the Plan's business.

The Committee shall have the exclusive right to make any finding of fact necessary or appropriate for any purpose under the Plan including, but not limited to, the determination of eligibility for and amount of any benefit.

The Committee shall have the exclusive right to interpret the terms and provisions of the Plan and to determine any and all questions arising under the Plan or in connection with its administration, including, without limitation, the right to remedy or resolve possible ambiguities, inconsistencies, or omissions by general rule or particular decision, all in its sole and absolute discretion.

All findings of fact, determinations, interpretations, and decisions of the Committee shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Plan and shall be given the maximum possible deference allowed by law.

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7.2 Appeals from Denial of Claims. If any claim for benefits under the

Plan is wholly or partially denied, the claimant shall be given notice in writing of the denial. This notice shall be in writing, within a reasonable period of time after receipt of the claim by the Committee. This period shall not exceed 90 days after receipt of the claim, except that if special circumstances require an extension of time, written notice of the extension shall be furnished to the claimant, and an additional 90 days will be considered reasonable.

This notice shall be written in a manner calculated to be understood by the claimant and shall set forth the following information:

- (a) the specific reasons for the denial;
- (b) specific reference to the Plan provisions on which the denial is based;
- (c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why this material or information is necessary;
- (d) an explanation that a full and fair review by the Committee of the decision denying the claim may be requested by the claimant or an authorized representative by filing with the Committee, within 60 days after the notice has been received, a written request for the review; and
- (e) if this request is so filed, an explanation that the claimant or an authorized representative may review pertinent documents and submit issues and comments in writing within the same 60-day period specified in subsection (d).

The decision of the Committee upon review shall be made promptly, and not later than 60 days after the Committee's receipt of the request for review, unless special circumstances require an

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extension of time for processing. In this case the claimant shall be so notified, and a decision shall be rendered as soon as possible, but not later than 120 days after receipt of the request for review. If the claim is denied, wholly or in part, the claimant shall be given a copy of the decision promptly. The decision shall be in writing, shall include specific reasons for the denial, shall include specific references to the pertinent Plan provisions on which the denial is based, and shall be written in a manner calculated to be understood by the claimant.

7.3 Tax Withholding. The Employer may withhold from any payment under

this Plan any federal, state, or local taxes required by law to be withheld with respect to the payment and any sum the Employer may reasonably estimate as necessary to cover any taxes for which they may be liable and that may be assessed with regard to the payment.

7.4 Expenses. All expenses incurred in the administration of the Plan

shall be paid by the Employer.

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Amendment and Termination of the Plan

8.1 Adoption of the Plan by Affiliate. An Affiliate may adopt the Plan by

appropriate action of its board of directors or authorized officers or
representatives, subject to the approval of the Board.

8.2 Amendment and Termination. The Company hereby reserves the right to

amend, modify, or terminate the Plan at any time, and for any reason, by action
of the Board. However, no amendment or termination shall adversely affect
benefits accrued prior to the date of the amendment or termination.

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Article IX. Miscellaneous Provisions

9.1 No Contract of Employment. Nothing contained in the Plan shall be

construed to give any Participant the right to be retained in the service of an
Employer or to interfere with the right of an Employer to discharge a
Participant at any time.

9.2 Severability. If any provision of this Plan shall be held illegal or

invalid, the illegality or invalidity shall not affect its remaining parts. The
Plan shall be construed and enforced as if it did not contain the illegal or
invalid provision.

9.3 Applicable Law. Except to the extent preempted by applicable federal

law, this Plan shall be governed by and construed in accordance with the laws of
the state of Georgia.

* * * * *

IN WITNESS WHEREOF, EQUIFAX INC. has caused this instrument to be executed
by its duly authorized officer, effective as of the date specified above.

EQUIFAX INC.

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

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December 29, 1995

Mr. Daniel W. McGlaughlin
3430 Tuxedo Road
Atlanta, GA 30305

Dear Dan:

In connection with your recent election as Chief Executive Officer of Equifax Inc. (the "Company"), effective January 1, 1996, you have requested that your employment agreement, dated June 22, 1989, as amended July 1, 1991, be further amended to provide for certain enhanced retirement benefits. I am pleased to inform you that the Management Compensation Committee of the Board of Directors has approved the amendment of your employment agreement as reflected below, at its meeting on December 15, 1995. This letter also summarizes the protection which exists in the event there is a change in control of the Company and your death benefits pursuant to the basic life insurance plan, the Equifax Inc. U.S. Retirement Income Plan (Retirement Plan) and your employment agreement.

In consideration of your continuing employment with the Company and under the terms of our prior agreement, as amended, this letter shall serve to further amend Paragraphs 5.1 and 5.2 and to add Paragraphs 5.3 and 5.4 to that agreement so that said paragraphs read as follows:

5.1 Retirement Benefits. Should you retire at age 59 or thereafter, your

annual retirement benefit will be paid according to the terms and conditions of the Supplemental Executive Retirement Plan (SERP) (although you are not currently a participant in the SERP, and the benefits provided by this agreement are in lieu of such participation) and the Retirement Plan, except that the benefits payable under the Retirement Plan shall be supplemented to the extent necessary to provide aggregate annual payments according to the following schedule:

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<TABLE>
<CAPTION>

Age at Retirement	Annual Retirement Benefit (including benefits payable under the Retirement Plan)
-----	-----
<S> 59	<C> 30% of Final Average Earnings
61	40% of Final Average Earnings
62	50% of Final Average Earnings
63	60% of Final Average Earnings
64	60% of Final Average Earnings
65	60% of Final Average Earnings

</TABLE>

For the purposes of this agreement, Final Average Earnings shall have the expanded definition contained in the SERP as it exists on the date of this amendment.

5.2 Disability. Should you incur a disability within the meaning of the

Company's long-term disability plan (whether or not you are covered by said plan), while you are still actively employed by the Company, you will be entitled to receive retirement benefits, according to Section 5.1 above reduced by the amount of benefits available to you under the Retirement Plan at that date, whether or not you actually elect to receive benefits under the Retirement Plan.

5.3. Change in Control. In the event of a change in control of the Company, [as

defined in the Change in Control Agreement, dated August 1, 1989, between you and the Company ("Change in Control Agreement"), if you would be entitled to a benefit under Paragraph 5 (iii) (c) of said agreement, you shall be entitled to retirement benefits as of the date of said event, equivalent to 60% of Final Average Earnings as defined in paragraph 5.1 above (regardless of your age at that time), plus the net benefit, if any, payable under the Change in Control Agreement Paragraph 5 (iii) (c).

5.4 Death Benefits. In the event of your death during employment, a death

benefit will be paid according to the terms and conditions contained in the Retirement Plan, taking into consideration the enhanced retirement benefits described in 5.1 above. The total benefit calculated in this manner will be paid from two sources: the Retirement Plan and the additional amount from the Company through the trust established for the payments of non-qualified benefits to executives. In addition, you are eligible for a death benefit under the basic life insurance plan which is a function of base compensation and years of service.

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Except as specifically modified hereby, the terms of your agreements with the Company dated June 22, 1989, August 1, 1989 and July 1, 1991 remain in full force and effect.

Please indicate your concurrence with the foregoing by signing in the space provided below.

Sincerely,

C. B. Rogers, Jr.
Chairman and Chief Executive Officer

Agreed to this _____ day of _____, 1996.

D. W. McGlaughlin

CONSULTING AGREEMENT

This Agreement, made and entered into by and between C. B. Rogers, Jr., a resident of Atlanta, Georgia (hereinafter referred to as "Rogers"), and EQUIFAX INC., a Georgia corporation with its principal place of business in Atlanta, Georgia (hereinafter referred to as the "Company"), as of the 1st day of January, 1996.

WITNESSETH:

WHEREAS, Rogers has served as a Director of and has been employed by the Company since 1987, and has during that period developed substantial expertise in the information services industry, and has, over the years, provided valuable services to the Company in various executive capacities, including the capacity of Chief Executive Officer of the Company, and has been elected and currently serves as Chairman of the Board of the Company; and

WHEREAS, Rogers has retired from the employment of the Company under the retirement provisions of the Equifax Inc. United States Retirement Income Plan, effective December 31, 1995; and

WHEREAS, the Company wishes to retain the services of Rogers in the capacity of an independent consultant for the purposes more fully described below, and Rogers desires to provide services from time to time in said capacity;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, Rogers

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and the Company agree as follows:

1. The Company hereby retains the services of Rogers for a period from the date hereof through December 31, 1999, in the capacity of an independent consultant for the purpose of advising the Company and its subsidiaries as to various matters including international expansion, governmental and community relations and attraction of new customers and maintenance of existing ones, from time to time. Rogers shall be available, on reasonable notice, to administer special projects assigned to him by the Chief Executive Officer or the Board of Directors.

It is recognized that the provision of said services is not amenable to the establishment of a routine or schedule, and that Rogers will provide said services in the manner he deems best, based upon his own experience and judgment, and shall consult with the Chief Executive Officer of the Company, as required, concerning said services. Rogers will not be subject to the control or direction of the Company as to the means to be employed by him in the accomplishment of his tasks, nor shall he be required to work any particular number of hours or according to a schedule during the term of this Agreement. It is not anticipated that Rogers shall devote his full time to the provision of said services; however, Rogers agrees to be available to provide services for at least 13 weeks during a year, and the Company agrees that Rogers cannot be asked to provide such services more than 26 weeks during a year without his consent.

It is acknowledged by the parties that, at the time of execution of this Agreement,

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Rogers is serving as Chairman of the Board of Directors of the Company and as Chairman of the Executive Committee of the Board of Directors of the Company, and it is anticipated that Rogers may be reelected to said positions from time to time in the future. The duties assigned to Rogers pursuant to this Agreement are separate and distinct from those of the Chairman of the Board of Directors, whose duties are described in the Company's By-laws, and which include presiding at meetings of the Board and of the shareholders, and as Chairman of the Executive Committee. For service as a Director or as Chairman of the Executive Committee, Rogers shall receive such compensation as is provided by the Company's By-Laws, inasmuch as he is not an employee or a salaried officer of the company, pursuant to Article III thereof. If the Chairman of the Board is provided an office and administrative services by the Company, Rogers may use said office and services for purposes of his consulting services as well.

2. In exchange for the provision of those services described in Section 1 above, the Company agrees to pay Rogers the annual amount of Two Hundred Fifty Thousand and no hundredth dollars (\$250,000.00). Said amount shall be paid in equal monthly installments during the term hereof. The Company shall reimburse Rogers for his expenses reasonably incurred in the provision of said services. As a consultant and independent contractor, Rogers shall not be entitled to participate in any benefit or incentive plans maintained by the Company for its employees, except in the manner that other retired employees or directors are entitled to participate.

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3. Rogers shall be free to perform the services required hereby at any location he desires, consistent with the goals to be accomplished. Rogers will specifically not be required to maintain an office at the Company's headquarters for his consulting services although office facilities may be made available to him from time to time at said location if in the discretion of the Company said provision will facilitate the accomplishment of said goals. Rogers shall not be required to use said facilities. Rogers shall be permitted to hire others, at his own expense, to assist him in the provision of the services to be rendered hereunder, although it is acknowledged by the parties that it is Rogers personal knowledge and abilities which are the primary subject of this Agreement.

4. Rogers shall be free to consult with and render services to other companies during the term of this Agreement; provided, however, that Rogers shall not consult for any other business entity the business of which is in direct competition with the primary businesses of the Company.

5. In the event of Rogers' death or disability (as defined in the Equifax Inc. United States Retirement Plan as it may be amended from time to time) prior to the expiration of the term of this Agreement, this Agreement shall terminate and no further payments shall be payable hereunder by the Company, except that any payments accrued for prior services rendered shall be paid to Rogers or to his estate.

6. Payments provided for hereunder are independent of any payments to

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which Rogers, his estate or designated beneficiaries may be entitled pursuant to any employee benefit plan maintained by the Company during Rogers' prior employment thereby.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and any successor or successors to the business of the Company; provided, however, that Rogers shall not be entitled to encumber, sell and otherwise dispose of his right to receive the payments provided for in this Agreement, which payments and the right thereto are expressly declared to be non-assignable and non-transferable. In the event of any attempted assignment or transfer of said rights, the Company shall have no further liability under this Agreement.

8. This Agreement may be terminated by either party upon sixty (60) days' written notice. If the Company terminates this Agreement for any reason, (including termination in the event of a change in control of the Company), other than as a result of Rogers' failure to perform his duties hereunder (after receipt of written notice of said failure and a period of thirty (30) days in which to cure said failure), the Company shall immediately pay Rogers the remaining payments called for hereunder through the full term hereof.

9. This Agreement shall be construed according to the laws of the State of Georgia. If any part of this Agreement shall be deemed unenforceable under law, the remaining provisions hereof shall continue to be in force without regard to said part.

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10. This Agreement is executed in two counterparts, each which shall take effect as an original and both of which shall evidence one and the same Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and caused their seals to be affixed the day and year first above written

(SEAL)
C. B. ROGERS, JR.

EQUIFAX INC.

(CORPORATE SEAL)

BY: _____
President and Chief Executive
Officer

ATTEST:

Corporate Vice President and
Secretary

July 31, 1995

Mr. Derek V. Smith
Atlanta, Georgia

Dear Derek:

In connection with your proposed purchase of land on which you are to construct a new residence, you have applied for and obtained financing from Boston Safe Deposit and Trust Company ("Boston Trust") in the amount of \$850,000. This financing is conditioned, however, upon Equifax Services Inc. ("Equifax") providing a Limited Corporate Guaranty to Boston Trust on your behalf in the amount of \$205,000 (the "Guaranty"). You have requested from Equifax the issuance of said Guaranty and Equifax agrees to issue a Guaranty for your behalf, subject to the following terms and conditions.

To evidence sums that may be required to be paid on your behalf, you agree to the terms and conditions contained in that promissory note attached hereto as Attachment "A" and agree to execute and deliver to Equifax the attached promissory note simultaneously with your execution of this Letter Agreement. As collateral for this note, you agree that: (a) upon the vesting of all Equifax Inc. restricted stock currently held by you (or any that may be granted to you in the future); and (b) upon payout in Equifax Inc. stock of all Performance Share Plan units now held (or any that may be granted to you in the future), Equifax may retain such stock as security as long as Equifax remains liable on the Guaranty and/or sums have been advanced on your behalf under the Guaranty which have not been repaid. Upon the vesting of restricted stock and/or PSP payouts described above, you agree to execute and deliver to Equifax any and all documents necessary for the granting of a valid security interest therein to Equifax, along with duly executed blank stock powers.

Please acknowledge your agreement with the foregoing terms by signing in the space provided below.

Sincerely,

Daniel W. McGlaughlin
President and Chief Operating Officer

DWM/kb
Attachment
DVSMITH.DWM

Derek V. Smith

Date: _____

PROMISSORY NOTE

\$205,000

STATE OF GEORGIA

JULY 31, 1995

For value received, Derek V. Smith, of 305 Clifftop Court, Roswell, Georgia, promises to pay to Equifax Services Inc., at 1600 Peachtree Street, NW, Atlanta, Georgia 30309 ("Equifax"), the lesser of: (a) the principal sum of Two Hundred Five Thousand Dollars (\$205,000.00), plus interest; or (b) the aggregate, unpaid principal amount of all advances, plus interest, made by Equifax pursuant to that Limited Corporate Guaranty of even date issued to Boston Safe Deposit and Trust Company ("Boston Trust"). Interest shall accrue at the annual rate of 8.0% from the date of any advance by Equifax to Boston Trust or its assigns until paid in full. All sums due hereunder shall be due and payable upon demand.

This Note is secured by Equifax Inc. common stock to be delivered in accordance with the terms of that Letter Agreement, dated July 31, 1995, between the

undersigned and Equifax Services Inc., the terms of which are incorporated herein by reference.

In the event any suit is commenced to enforce payment of this Note, the undersigned agrees to pay such additional sum as attorney fees as the court in such action may adjudge reasonable.

This Note shall be governed and construed in accordance with the laws of the State of Georgia.

Derek V. Smith

EQUIFAX INC.
OMNIBUS STOCK INCENTIVE PLAN

ARTICLE I
DEFINITIONS

- 1.01. Agreement means a written agreement (including any amendment or

supplement thereto) between the Company and a Participant specifying the terms
and conditions of an award of Restricted Stock or an Option or SAR granted to
such Participant.
- 1.02. Board means the Board of Directors of the Company.

- 1.03. Code means the Internal Revenue Code of 1986, and any amendments

thereto.
- 1.04. Committee means a committee of the Board appointed to administer

the Plan.
- 1.05. Common Stock means the common stock of the Company.

- 1.06. Company means Equifax Inc.

- 1.07. Corresponding SAR means an SAR that is granted in relation to a

particular option and that can be exercised only upon the surrender to the
Company, unexercised, of that portion of the option to which the SAR relates.
- 1.08. Date of Exercise means (i) with respect to an option, the date that

the Option price is received by the Company and (ii) with respect to an SAR, the
date that the notice of exercise is received by the Company.
- 1.09. Fair Market Value means, on any given date, the closing price of a

share of Common Stock as reported on the New York Stock Exchange composite tape
on such day or, if the Common Stock was not traded on the New York Stock
Exchange

(Includes amendments approved at 4/94 Shareholders'
Meeting, second amendment adopted July 1994
and amendment adopted June 1995)
- on such day, then on the next preceding day that the Common Stock was traded on
such exchange, all as reported by such source as the Committee may select.
- 1.10. Initial Value means, with respect to an SAR, the Fair Market Value

of one share of Common Stock on the date of grant, as set forth in the
Agreement.
- 1.11. Option means a stock option that entitles the holder to purchase

from the Company a stated number of shares of Common Stock at the price set
forth in an Agreement.
- 1.12. Participant means an officer or key employee of the Company or of a

Subsidiary, including an officer or key employee who is a member of the Board,
who satisfies the requirements of Article IV and is selected by the Committee to
receive a Restricted Stock award, an option, an SAR, or a combination thereof.
- 1.13. Plan means the Equifax Inc. Omnibus Stock Incentive Plan.
- 1.14. Restricted Stock means shares of Common Stock

awarded to a Participant under Article IX. Shares of Common Stock shall cease
to be Restricted stock when, in accordance with the terms of the applicable
Agreement, they become transferable and free of substantial risks of forfeiture.

- 1.15. SAR means a stock appreciation right that entitles the holder to

receive, with respect to each share of Common Stock encompassed by the exercise
of such SAR, the amount determined by the Committee and specified in an
Agreement. In the absence of such a determination, the holder shall be entitled
to receive, with respect to each share of Common Stock encompassed by the
exercise of such SAR, the excess of the Fair Market Value on the Date of
Exercise over the Initial Value. References to "SARS" include both

Corresponding SARs and SARs granted independently of Options, unless the context requires otherwise.

1.16. Subsidiary means any "subsidiary" (within the meaning of Section

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of the Code) of the Company.

ARTICLE II

PURPOSES

The Plan is intended to assist the Company in recruiting and retaining officers and key employees with ability and initiative by enabling officers and key employees to participate in its future success and to associate their interests with those of the Company and its shareholders. The Plan is intended to permit the award of shares of Restricted Stock, the grant of SARs, and the grant of both options qualifying under section 422A of the Code ("incentive stock options") and options not so qualifying. No Option that is intended to be an incentive stock option shall be invalid for failure to qualify as an incentive stock option. The proceeds received by the Company from the sale of Common Stock pursuant to this Plan shall be used for general corporate purposes.

ARTICLE III

ADMINISTRATION

Except as provided in this Article III, the Plan shall be administered by the Committee. The Committee shall have authority to award Restricted Stock and to grant Options and SARs upon such terms (not inconsistent with the provisions of this Plan) as the Committee may consider appropriate. Such terms may include conditions (in addition to those contained in this Plan) on the exercisability of all or any part of an Option or SAR or on the transferability or forfeitability of Restricted Stock. Notwithstanding any such conditions, the Committee may, in its discretion, accelerate the time at which any Option or SAR may be exercised or the time at which Restricted

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Stock may become transferable or nonforfeitable, but only in the event of the death, retirement or disability of a Participant or a change in control of the Company. For purposes hereof, "retirement" means retirement from the Company or a Subsidiary on or after age 65, or, otherwise with the consent of the Company. A "change in control of the Company" shall be deemed to exist in the event any person, corporation, partnership or other entity, either alone or in conjunction with its "affiliates" as that term is defined in Rule 405 of the General Rules and Regulations under the Securities Act of 1933, as amended, or other group of persons, corporations, partnerships or other entities who are not affiliates, but who are acting in concert, are determined to own of record or beneficially more than fifty percent (50%) of the shares of outstanding stock of the Company. "Disability" means permanently and totally disabled as defined in Code (S)22(e) (3). In addition, the Committee shall have complete authority to interpret all provisions of this Plan; to prescribe the form of Agreements; to adopt, amend, and rescind rules and regulations pertaining to the administration of the Plan; and to make all other determinations necessary or advisable for the administration of this Plan. The express grant in the Plan of any specific power to the Committee shall not be construed as limiting any power or authority of the Committee. Any decision made, or action taken, by the committee or in connection with the administration of this Plan shall be final and conclusive. No member of the Committee shall be liable for any act done in good faith with respect to this Plan or any Agreement, Option, SAR or Restricted Stock award. All expenses of administering this Plan shall be borne by the Company.

The Committee, in its discretion, may delegate to one or more officers of the Company, all or part of the Committee's authority and duties with respect to Participants who are not subject to the reporting and other provisions of Section 16 of the Securities Exchange Act of 1934, as in effect from time to time. In the event of such delegation,

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and as to matters encompassed by the delegation, references in the Plan to the Committee shall be interpreted as a reference to the Committee's delegate or delegates. The Committee may revoke or amend the terms of a delegation at any time but such action shall not invalidate any prior actions of the Committee's delegate or delegates that were consistent with the terms of the Plan.

ARTICLE IV

ELIGIBILITY

4.01. General. Any employee of the Company or of any Subsidiary

(including any corporation that becomes a Subsidiary after the adoption of this Plan) is eligible to participate in this Plan if the Committee, in its sole discretion, determines that such person is an officer or key employee. Any such officer or key employee may be awarded shares of Restricted Stock or may be granted one or more Options, SARs, or options and SARs. Directors of the Company who are employees of the Company or a Subsidiary and who are determined to be officers or key employees are eligible to participate in this Plan. A person who is a member of the Committee may not be awarded shares of Restricted Stock and may not be granted options or SARs under this Plan.

4.02. Grants. The Committee will designate individuals to whom shares of

Restricted Stock are to be awarded and to whom Options and SARs are to be granted and will specify the number of shares of Common Stock subject to each award or grant. An option may be granted with or without a related SAR. An SAR may be granted with or without a related Option. All shares of Restricted Stock awarded, and all options and SARs granted, under this Plan shall be evidenced by Agreements which shall be subject to applicable provisions of this Plan and to such other provisions as the Committee may

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adopt. No Participant may be granted incentive stock options or related SARs (under all incentive stock option plans of the Company and its Subsidiaries) which are first exercisable in any calendar year for stock having an aggregate Fair Market Value (determined as of the date an option is granted) exceeding \$100,000. The preceding annual limitation shall not apply with respect to Options that are not incentive stock options. The aggregate number of options and SARs granted to any Participant during any calendar year shall not exceed 150,000 Options and/or SARs. For purposes of the preceding sentence, Options and any Corresponding SARs shall be treated as a single award.

ARTICLE V

STOCK SUBJECT TO OPTIONS

Upon the award of shares of Restricted Stock the Company may issue authorized but unissued Common Stock. Upon the exercise of any Option or SAR, the Company may deliver to the Participant (or the Participant's broker if the Participant so directs), authorized but unissued Common Stock. The maximum aggregate number of shares of Common Stock that may be issued pursuant to the exercise of Options and SARs and the award of Restricted Stock under this Plan is 4,000,000, subject to adjustment as provided in Article X. If an Option or SAR is terminated, in whole or in part, for any reason other than its exercise, the number of shares of Common Stock allocated to the Option or SAR or portion thereof may be reallocated to other Options, SARs, and Restricted Stock awards to be granted under this Plan. Any shares of Restricted Stock that are forfeited may be reallocated to other Options, SARs or Restricted Stock awards to be granted under this Plan.

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ARTICLE VI

OPTION PRICE

The price per share for Common Stock purchased on the exercise of an option shall be determined by the Committee on the date of grant; provided, however, that the price per share for Common Stock purchased on the exercise of any Option shall not be less than the Fair Market Value on the date the Option is granted.

ARTICLE VII

EXERCISE OF OPTION

7.01. Maximum Option or SAR Period. The maximum period in which an

Option or SAR may be exercised shall be determined by the Committee on the date of grant except that no Option or SAR shall be exercisable after the expiration of 10 years from the date the Option or SAR was granted. The terms of any option or SAR may provide that it is exercisable for a period less than such maximum period.

7.02. Nontransferability. Any Option or SAR granted under this Plan

shall be nontransferable except by will or by the laws of descent and distribution. The preceding sentence to the contrary notwithstanding, if permitted by the Agreement, an Option or SAR granted under this Plan may be

transferred to (1) members of the Participant's immediate family, (2) a trust established for the benefit of members of the Participant's immediate family, or (3) a partnership comprised only of immediate family members. "Immediate family" shall include Participant's child(ren), spouse and grandchildren. In the event of any such transfer, the Option and any Corresponding SAR that relates to such Option must be transferred to the same person or person(s), trust or partnership. No right or interest of a Participant in any Option or SAR shall be liable for, or subject to, any lien, obligation, or liability of such Participant or transferee. Any option or SAR

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transferred shall continue to be subject to the same terms and conditions that were applicable to such Option or SAR prior to such transfer.

7.03. Employee Status. For purposes of determining the applicability of

Section 422A of the Code (relating to incentive stock options), or in the event that the terms of any Option or SAR provide that it may be exercised only during employment or within a specified period of time after termination of employment, the Committee may decide to what extent leaves of absence for governmental or military service, illness, temporary disability, or other reasons shall not be deemed interruptions of continuous employment.

ARTICLE VIII

METHOD OF EXERCISE

8.01. Exercise. An Option or SAR granted under this Plan shall be deemed to have been exercised on the Date of Exercise. Subject to the provisions of Articles VII and XI, an option or SAR may be exercised in whole at any time or in part from time to time at such times and in compliance with such requirements as the Committee shall determine; provided, however, that a Corresponding SAR that is related to an incentive stock option may be exercised only to the extent that the related Option is exercisable and when the Fair Market Value exceeds the option price of the related option. An Option or SAR granted under this Plan may be exercised with respect to any number of whole shares less than the full number for which the option or SAR could be exercised; provided, however, that an option or SAR must be exercised for no less than twenty-five shares of Common Stock or, if less, the number of shares of Common Stock that remain subject to the Option or SAR. A partial exercise of an Option or SAR shall not affect the right to exercise the Option or SAR from time to time in accordance with this Plan and

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the applicable Agreement with respect to remaining shares subject to the Option or related to the SAR. The exercise of either an Option or Corresponding SAR shall result in the termination of the other to the extent of the number of shares with respect to which the option or Corresponding SAR is exercised.

8.02. Payment. Unless otherwise provided by the Agreement, payment of

the Option price shall be made in cash or a cash equivalent acceptable to the Committee. If the Agreement provides, payment of all or part of the Option price may be made by surrendering shares of Common Stock to the Company; provided, however, that shares of Common Stock may be surrendered in payment of all or part of the option price only if the surrendered shares have been held by the Participant for at least six months prior to the Date of Exercise. If Common Stock is used to pay all or part of the option price, the shares surrendered must have a Fair Market Value (determined as of the day preceding the Date of Exercise) that is not less than such price or part thereof.

8.03. Determination of Payment of Cash and/or Common Stock Upon Exercise

of SAR. At the Committee's discretion, the amount payable as a result of the
- -----
exercise of an SAR may be settled in cash, Common Stock, or a combination of cash and Common Stock. No fractional shares shall be deliverable upon the exercise of an SAR but a cash payment will be made in lieu thereof.

8.04. Shareholder Rights. No Participant shall have any rights as a

stockholder with respect to shares subject to his option or SAR until the Date of Exercise of such Option or SAR.

ARTICLE IX

RESTRICTED STOCK

9.01. Award. In accordance with the provisions of Article IV,

the Committee

will designate each individual to whom an award of Restricted Stock is to be made and will specify the number of shares of Common Stock covered by the award.

9.02. Vesting. The Committee, on the date of the award, shall prescribe

that a Participant's rights in the Restricted Stock shall be non-transferable and forfeitable for a period of time no less than three (3) years from the date of grant. By way of example and not of limitation, shares shall vest no earlier than three (3) years after date of grant and may provide that the shares will be forfeited if the Participant separates from the service of the Company and its Subsidiaries before the expiration of a stated term (not less than three years) or if the Company, the Company and its Subsidiaries or the Participant fail to achieve stated objectives.

9.03. Shareholder Rights. Prior to their forfeiture in accordance with

the terms of the Agreement and while the shares are Restricted Stock, a Participant will have all rights of a shareholder with respect to Restricted Stock, including the right to receive dividends and vote the shares; provided, however, that (i) a Participant may not sell, transfer, pledge, exchange, hypothecate, or otherwise dispose of Restricted Stock, (ii) the Company shall retain custody of the certificates evidencing shares of Restricted Stock, and (iii) the Participant will deliver to the Company a stock power, endorsed in blank, with respect to each award of Restricted Stock. The limitations set forth in the preceding sentence shall not apply after the shares cease to be Restricted Stock.

ARTICLE X
ADJUSTMENT UPON CHANGE IN COMMON STOCK

The maximum number of shares as to which Restricted Stock may be awarded and as to which options and SARs may be granted under this Plan shall be proportionately adjusted, and the terms of outstanding Restricted Stock awards, options,

and SARs shall be adjusted, as the Committee shall determine to be equitably required in the event that the Company (a) effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or (b) engages in a transaction to which Section 425 of the Code applies. Any determination made under this Article X by the Committee shall be final and conclusive.

The issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, outstanding awards of Restricted Stock, Options or SARs.

The Committee may award shares of Restricted Stock, may grant Options, and may grant SARs in substitution for stock awards, stock options, stock appreciation rights, or similar awards held by an individual who becomes an employee of the Company or a Subsidiary in connection with a transaction described in the first paragraph of this Article X. Notwithstanding any provision of the Plan (other than the limitation of Article V) , the terms of such substituted Restricted Stock awards and Option or SAR grants shall be as the Committee, in its discretion, determines is appropriate.

ARTICLE XI
COMPLIANCE WITH LAW AND APPROVAL OF REGULATORY BODIES

No Option or SAR shall be exercisable, no Common Stock shall be issued, no certificates for shares of Common Stock shall be delivered, and no payment shall be made under this Plan except in compliance with all applicable federal and state laws and regulations (including, without limitation, withholding tax requirements) and the rules of

all domestic stock exchanges on which the Company's shares may be listed. The Company shall have the right to rely on an opinion of its counsel as to such compliance. Any share certificate issued to evidence Common Stock for which shares of Restricted Stock are awarded or for which an option or SAR is exercised may bear such legends and statements as the Committee may deem advisable to assure compliance with federal and state laws and regulations. No Option or SAR shall be exercisable, no Common Stock shall be issued, no certificate for shares shall be delivered, and no payment shall be made under this Plan until the Company has obtained such consent or approval as the

Committee may deem advisable from regulatory bodies having jurisdiction over such matters.

ARTICLE XII

GENERAL PROVISIONS

12.01. Effect on Employment. Neither the adoption of

this Plan, its operation, nor any documents describing or referring to this Plan (or any part thereof) shall confer upon any employee any right to continue in the employ of the Company or a Subsidiary or in any way affect any right and power of the Company or a Subsidiary to terminate the employment of any employee at any time with or without assigning a reason therefor.

12.02. Unfunded Plan. The Plan, insofar as it provides for grants,

shall be unfunded, and the Company shall not be required to segregate any assets that may at any time be represented by grants under this Plan. Any liability of the Company to any person with respect to any grant under this Plan shall be based solely upon any contractual obligations that may be created pursuant to this Plan. No such obligation of the Company shall be deemed to be secured by any pledge of, or other encumbrance

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on, any property of the Company.

12.03. Rules of Construction. Headings are given to the articles and

sections of this Plan solely as a convenience to facilitate reference. The reference to any statute, regulation, or other provision of law shall be construed to refer to any amendment to or successor of such provision of law.

ARTICLE XIII

AMENDMENT

The Board may amend or terminate this Plan from time to time; provided, however, that no amendment may become effective until shareholder approval is obtained if (i) the amendment increases the aggregate number of shares of Common Stock that may be issued under the Plan, (ii) the amendment changes the class of individuals eligible to become Participants, or (iii) the amendment extends the duration of the Plan. No amendment shall, without a Participant's consent, adversely affect any rights of such Participant under any outstanding Restricted Stock award or under any Option or SAR outstanding at the time such amendment is made.

ARTICLE XIV

DURATION OF PLAN

No shares of Restricted Stock may be awarded and no Option or SAR may be granted under this Plan after January 31, 2000. Restricted Stock awards and Options and SARs granted before that date shall remain valid in accordance with their terms.

ARTICLE XV

EFFECTIVE DATE OF PLAN

Shares of Restricted Stock may be awarded and Options and SARs may be granted under this Plan upon its adoption by the Board, provided that no Restricted Stock award, Option or SAR will be effective unless this Plan is approved by shareholders holding a majority of the Company's outstanding voting stock, voting either in person or by proxy at a duly held shareholders' meeting within twelve months of such adoption.

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PARENTS AND SUBSIDIARIES

Registrant - Equifax Inc. (a Georgia corporation).

The Registrant owns 100% of the stock of the following subsidiaries as of March 20, 1996 (all of which are included in the consolidated financial statements):

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Name of Subsidiary -----	State or Country of Incorporation -----
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Info Inc.	Georgia
Acrofax Inc.	Canada
BFIS Limited/(16)/	Ireland
Brentorian Limited/(14)/	U.K.
Business Geo-Metrics, Inc./(3)/	Georgia
Callcheck Chargecard Limited/(16)/	U.K.
CBI Ventures, Inc./(1)/	Georgia
Computacheck Limited/(16)/	U.K.
Computer Ventures, Inc./(1)/	Delaware
Credence, Inc.	Georgia
Credit Northwest Corporation/(1)/	Washington
Dart Telemarketing Ltd./(14)/	U.K.
Datakey PVT Limited/(14)/	Zimbabwe
Decision-Net PTY Limited/(14)/	South Africa
EMDS Personnel Co., Inc./(3)/	Georgia
Equifax Card Services, Inc./(4)/	Florida
Equifax Check Services, Inc./(4)/	Delaware
Equifax Credit Information Services, Inc.	Georgia
Equifax Decision Systems B.V.	Netherlands

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Equifax de Chile, S.A./(10)/	Chile
Equifax de Mexico, S.A./(11) (12)/	Mexico
Equifax Europe Ltd.	Georgia
Equifax Europe (U.K.) Ltd./(9)/	United Kingdom
Equifax Government and Special Systems, Inc.	Georgia
Equifax Healthcare EDI Services, Inc.	Georgia
Equifax Healthcare Information Services, Inc.	Georgia
Equifax Holdings (Mexico) Inc.	Georgia
Equifax India, Inc.	Georgia
Equifax Information Technology, Inc.	Georgia
Equifax Investments (Mexico) Inc.	Georgia

Equifax Investments (U.S.) Inc.	Georgia
Equifax Marketing Decision Systems, Inc.	Georgia
Equifax Payment Services, Inc./ (5) /	Delaware
Equifax Properties, Inc.	Georgia
Equifax Services Inc.	Georgia
Equifax South America, Inc.	Georgia
Equifax Ventures, Inc.	Georgia
Financial Insurance Marketing Group, Inc./ (4) /	District of Columbia
First Bankcard Systems, Inc.	Georgia
Freightcheck Information Services Limited/ (16) /	U.K.
Globalscan Investment Limited/ (17) /	U.K.
Globalscan Limited/ (16) /	U.K.
Globalscan U.S.A./ (18) /	U.S.A.
HealthChex, Inc.	New York

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Health Economics Corporation	Texas
High Integrity Systems, Inc./ (4) /	California
H.P. Information plc/ (14) /	U.K.
H.P.I. Limited/ (15) /	U.K.
Infocheck Computer Services Limited/ (16) /	U.K.
Infocheck Credit Indemnity Limited/ (16) /	U.K.
Infocheck Direct Limited/ (16) /	Wales
Infocheck Financial Analysis Limited/ (16) /	U.K.
Infocheck Insurance Services Limited/ (16) /	U.K.
Infocheck On-line Limited/ (16) /	U.K.
Infocheck On-line Scotland Limited/ (16) /	Scotland
Infocheck Training Services Limited/ (16) /	U.K.
Infocredit Limited/ (16) /	Wales
Infolink Decision Services Limited/ (14) /	U.K.
Infolink Limited/ (14) /	U.K.
Intelligent Terminals Ltd./ (14) /	U.K.
Knowledgelink Limited/ (14) /	U.K.
Light Signatures, Inc./ (4) /	California
Market Knowledge, Incorporated/ (1) /	Illinois
Mid-American Technologies, Inc./ (7) /	Kansas
Osborn Laboratories, Inc.	Delaware
Osborn Laboratories (Canada) Inc./ (7) /	Canada
Park Insurance Brokers Limited/ (16) /	U.K.
PRC Corporation/ (6) /	Georgia
Scorelink Limited/ (14) /	U.K.

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S.S.R. Limited/(15)/	U.K.
TecniCob/(13)/	France
The Database Company Limited/(16)/	Ireland
The Infocheck Group Limited /(8)/	U.K.
The Kit Factory/(7)/	Kansas
The Quantum Card Limited/(16)/	U.K.
T.I. Holding Corp.	Delaware
UAPT-Infolink, plc/(8)/	United Kingdom

</TABLE>

In addition, Registrant's Canadian subsidiary Acrofax Inc. owns 84% of the stock of Equifax Canada Inc. (a Canadian corporation). Equifax Canada Inc. owns 100% of the stock of Telecredit Canada, Inc., Equifax Canada (AFX) Inc., Equifax Accounts Receivable Services, Inc. and CBS Credit Bureau Services, Inc. (Canadian corporations).

Reigstrant's subsidiary Equifax South America, Inc. owns 33% of Organizacion Veraz, S.A., and, also, owns 100% of Equifax de Chile, S.A., which owns 50% of Dicom, S.A.

Registrant's subsidiary Equifax Europe Ltd. owns 50% of Asnef and 100% of Equifax Europe (U.K.) Ltd., which owns 49% of Scorex U.K. Ltd. and 50.1% of Transax Ltd. which owns 100% of Transac Australia plc, Transax Financial Services Limited, Transax France plc, Transax Ireland plc, Transax Pty Limited, Transax S.N.C., Retail Credit Management Limited, School House U.K. Limited, and Vivat plc.

/(1)/Subsidiary of Equifax Credit Information Services, Inc.

/(2)/Subsidiary of Equifax Healthcare Information Services, Inc.

/(3)/Subsidiary of Equifax Marketing Decision Systems, Inc.

/(4)/Subsidiary of Equifax Payment Services, Inc.

/(5)/Subsidiary of T.I. Holding Corp.

/(6)/Subsidiary of Equifax Services Inc.

/(7)/Subsidiary of Osborn Laboratories, Inc.

/(8)/Subsidiary of Equifax Europe (U.K.) Ltd.

/(9)/Subsidiary of Equifax Europe Ltd.

/(10)/Subsidiary of Equifax South America, Inc.

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/(11)/Subsidiary of Equifax Holdings (Mexico) Inc.

/(12)/Subsidiary of Equifax Investments (Mexico) Inc.

/(13)/Subsidiary of First Bankcard Systems, Inc.

/(14)/Subsidiary of UAPT-Infolink plc

/(15)/Subsidiary of H.P. Info plc

/(16)/Subsidiary of The Infocheck Group Limited

/(17)/Subsidiary of Globalscan Limited

/(18)/Subsidiary of Globalscan Investments Limited

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CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation of our report included in this Form 10-K into the Company's previously filed Registration Statements on Form S-3 or Form S- 8, File No. 33-40011, File No. 33-58734, File No. 33-34640, File No. 33-71202, as amended, File No. 33-66728, File No. 33-71200, File No. 33-82374, File No. 33-86018, File No. 33-86978, File No. 33- 58627 and File No. 33-63001.

Atlanta, Georgia
March 26, 1996

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THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM (IDENTIFY SPECIFIC FINANCIAL STATEMENTS) AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

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