

05-09-2001

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FORM PTO-1594  
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)



101709362



COVER SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Atty Docket No.

To the Assistant Commissioner of

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

05-01-2001

U.S. Patent & TMO's/TM Mail Rpt Dt. #70

Name and address of receiving party(ies)  
Name: **Equifax Inc.**

**R.L. Polk & Company**

Internal Address:

5-1-01

Street Address: **1550 Peachtree St., N.W.**

City: **Atlanta**

State: **GA** Zip: **30309**

- Individuals(s)
- General Partnership
- Corporation-State **Delaware**
- Other \_\_\_\_\_

Additional names(s) of conveying party(ies) attached  Yes  No

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State **Georgia**
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Asset Purchase Agreement**
- Merger
- Change of Name

Execution Date: **February 9, 2000**

Additional names(s) & address(es) attached?  Yes  No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
**1,844,687 MATCHMAKER**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **William H. Brewster**

Internal Address: \_\_\_\_\_

05/09/2001 GTON11 00000009 1844687

01 FC:481

40.00 DP

Street Address: **1100 Peachtree St., Suite 2800**

City: **Atlanta** State: **GA** Zip: **30309**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41).....\$ **40.00**

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

**11-0860**

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**Christine P. James**  
Name of Person Signing

Signature

Date

5/1/01

Total number of pages including cover sheet, attachments, and document: **76**

42/30/00 4:05 pm  
*Pray*  
*1/11/01*  
*1/11/01*

**Schedule 1.1(a)(ix)  
 CIS TRADEMARKS**

The following Schedule sets forth the CIS Trademarks which are included in the CIS Purchased Assets.

COUNTRY	MARK	STATUS	CURR REG. /APPLN. NO.	EXPIRES	OWNER
USA	BUYER'S CHOICE	Filed	75116333		R. L. Polk & Co.
USA	CHOICEMAIL	Filed	75116332		R. L. Polk & Co.
USA	CHOICEMAIL	Filed Office Action pending	75151248		R. L. Polk & Co.
USA	CHRONOGRAPHICS	Filed	75609172		The Polk Company
USA	HIGH-TECH CONNECT	Filed	75799030		R. L. Polk & Co.
USA	HIGH-TECH CONNECT	Filed	75799033		R. L. Polk & Co.
USA	INFOTYME	Registered	1873712	17/A2005	R. L. Polk & Co.
USA	LEADMAKER	Registered	1896034	30/MY2005	R. L. Polk & Co.
USA	MATCHMAKER	Registered	1844687	12/JY2004	R. L. Polk & Co.
USA	MULTISOURCE	Filed Office Action pending	75736590		R. L. Polk & Co.
USA	MULTISOURCE	Filed	75603316		R. L. Polk & Co.
USA	NATIONAL DEMOGRAPHICS & LIFESTYLES	Registered	1625161	27/NO2000	The Polk Company
USA	NDL	Registered	1299063	02/OC2004	The Polk Company

Schedule 1.1(a) (ix)

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USA	NDL (STYLIZED DESIGN)	Registered	1319806	2FEB2005	The Polk Company
USA	POLK CITY DIRECTORY	Registered	2203474	17NOV2008	R. L. Polk & Co.
USA	SCOUT	Registered	1749569	26JAN2003	The Polk Company
		Correction to Certificate of Registration pending.			
USA	THE LIFESTYLE CENSUS	Registered	1478957	01MR2008	The Polk Company
USA	THE LIFESTYLE MONITOR	Registered	1247864	09AUG2003	The Polk Company
USA	THE LIFESTYLE NETWORK	Registered	1482668	29MAR2008	The Polk Company
USA	THE LIFESTYLE SELECTOR	Registered	1154150	12MAY2001	The Polk Company
USA	THE LIFESTYLE SELECTOR (PEOPLE DESIGN)	Registered	1183196	22DEC2001	The Polk Company
USA	THE LIFESTYLE SELECTOR (PEOPLE DESIGN)	Registered	1150610	07APR2001	The Polk Company
USA	THE MARKETING WORKBENCH	Registered	1842542	28JUN2004	The Polk Company
USA	THE NEIGHBORHOOD SELECTOR	Registered	1443504	16JUN2007	The Polk Company
USA	TOTALIST	Registered	2096448	16SEP2007	R. L. Polk & Co.
USA	TOTALIST PC	Registered	2001305	17SEP2006	R. L. Polk & Co.

Schedule 1.1(a) (ix)

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**UNREGISTERED TRADEMARKS:**

- Carrier Route Marketing Information (CRM)
  - Customer Predictive Analysis
  - DataCap
  - DataCap Survey Access
  - Niches
  - SuperNiches
  - Colossus
  - Customer Workbench
  - Focus
  - Housefile Maximizer
  - Lifestyle Affinity
  - Lifestyle Express
  - Matrix Modeling
  - Mover Net
  - Pathfinder
  - Shadow File
  - Super Models
  - Survey of America
  - Response Predictive Analysis
  - Telechangers
  - The Response Selector
  - Total List XL
  - Total List Online
  - Zip Neighborhood Selector
  - The Outdoor Database
  - Fast Path Modeling
- Any other product name listed on Schedule 1.1(a) (viii) and attachments thereto, that did not appear on Schedule 1.1(a) (ix)

Schedule 1.1(a) (ix)

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of February 9, 2000, is made and entered into by and among R.L. POLK & CO., a Delaware corporation ("RLP"), and THE POLK COMPANY, a Delaware corporation ("TPC") (RLP and TPC are sometimes referred to herein individually as a "Seller" and jointly and severally as the "Sellers"), EQUIFAX INC., a Georgia corporation ("Parent" and "Purchaser"). Capitalized terms not otherwise defined herein shall have the meanings set forth in Article 14.

### WITNESSETH:

WHEREAS, TPC is a wholly-owned subsidiary of RLP, and Polk-(Verity) Verdad Costa Rica S.A., a Costa Rican corporation ("Polk Costa Rica"), is a wholly owned subsidiary of TPC; and

WHEREAS, Sellers are engaged in the CIS Business and certain other businesses; and

WHEREAS, Parent, either directly or through one or more of its Affiliates to be designated in writing by Parent to Sellers (any such Purchaser or Purchasers together with the Parent, a "Purchaser" and, collectively, the "Purchasers"), desires to acquire from Sellers the CIS Business and the assets of Sellers used in the conduct of the CIS Business including without limitation the issued and outstanding capital stock of Polk Costa Rica and assume certain liabilities of Sellers arising from the conduct of the CIS Business; and

WHEREAS, Parent and Sellers will enter into a Master Licensing and Services Agreement in the form attached hereto as Exhibit A at the Closing (the "Master Licensing Agreement"); and

WHEREAS, contemporaneously with the execution and delivery by Purchaser and Sellers of this Agreement, Purchaser, Polk Canada Ltd/Polk Canada Ltee ("Polk Canada") and RLP are entering into a Stock and Asset Purchase Agreement (the "Polk Canada Purchase Agreement"); and

WHEREAS, it is the intention of the parties hereto that the Polk Canada Purchase Agreement shall close simultaneously with the Closing of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

**SALE OF PURCHASED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES;  
PURCHASE PRICE; CLOSING**

**1.1. Purchase and Sale of CIS Purchased Assets.**

**(a) CIS Purchased Assets.** On the terms and subject to the conditions set forth in this Agreement, and except as otherwise provided in Section 1.1(b) below, Sellers shall sell, transfer, convey, assign, deliver and set over to Purchaser, and Purchaser shall purchase and shall pay for, at the Closing, all right, title, benefit and interest of each of the Sellers in and to all of the assets owned by or leased or licensed to TPC and/or RLP that are used or held for use by TPC and/or RLP primarily in the conduct of the CIS Business, whether tangible or intangible and wherever located, as the same shall exist at the Closing Date (collectively, the "CIS Purchased Assets"), but excluding in any event the Excluded Assets. The CIS Purchased Assets include without limitation the following:

(i) Intentionally Reserved

(ii) Real Property Leases. Subject to Section 1.6 of this Agreement, (but not in derogation of the other provisions of this Agreement) all right, title, benefit and interest of each of the Sellers in and to the leases and subleases of real property set forth on Schedule 1.1(a)(ii) annexed hereto (the leases and subleases described in this Section 1.1(a)(ii) being referred to herein as the "CIS Real Property Leases").

(iii) Inventory. All inventory (as defined in the Uniform Commercial Code of the State of Michigan, Act No. 369 of Michigan Public Acts of 1978, as amended (the "UCC")), and, to the extent not otherwise constituting inventory as defined above, all inventories of raw materials, work-in-process, finished goods, supplies, parts, packaging materials and other accessories related thereto, in each case to the extent that such inventories relate primarily to the CIS Business (the "CIS Inventory").

(iv) Accounts Receivable. All accounts receivable, including without limitation all accrued interest receivable, arising from the conduct of the CIS Business (the "CIS Accounts Receivable").

(v) Tangible Personal Property. The equipment and other items of tangible personal property used or held for use primarily in the conduct of the CIS Business including without limitation that which is identified on Schedule 1.1(a)(v) annexed hereto (collectively, the "CIS Tangible Personal Property").

(vi) Personal Property Leases. Subject to Section 1.6 of this Agreement, (but not in derogation of the other provisions of this Agreement) the leases or subleases of tangible personal property used or held for use primarily in the conduct of the CIS Business including without limitation that which is listed on Schedule 1.1(a)(vi) annexed hereto (the "CIS Personal Property Leases").

(vii) Contracts and Commitments. Subject to Section 1.6 of this Agreement, (but not in derogation of the other provisions of this Agreement) all right, title, benefit and interest of Sellers in and to (A) any and all purchase orders placed with, and accepted by, either Seller on, or prior to, the Closing Date, and which have not been completely performed, or filled, prior to the Closing Date, covering the purchase from a Seller of products, or covering the rendition by a Seller of services, in each case primarily related to the conduct of the CIS Business; (B) any and all purchase orders placed by either Seller prior to the Closing Date which have not been completely performed prior to the Closing Date, covering the purchase by a Seller of supplies, materials or services that relate primarily to the CIS Business and that were entered into by a Seller in the ordinary course of the CIS Business; (C) the Material Contracts listed in Schedule 1.1(a)(vii)(C) annexed hereto; and (D) all other Contracts of either Seller entered into in the ordinary course of the CIS Business (collectively, the "CIS Contracts and Commitments").

(viii) Specified Databases and Products. All right, title, benefit and interest of each of the Sellers in and to the databases, software, systems and products described on Schedule 1.1(a)(viii) annexed hereto and the specifications, processes, know how and goodwill exclusively relating thereto (the "CIS Databases, Systems and Products"), and in and to all copyrights and copyright rights used primarily in the CIS Business.

(ix) Specified Trademarks. All right, title, benefit and interest of each of the Sellers in and to the trademarks used in the conduct of the CIS Business that are listed on Schedule 1.1(a)(ix) annexed hereto and other trademarks used primarily in the CIS Business (but excluding herefrom any such trademark containing the name "Polk" but recognizing that Polk City Directory trademark and goodwill relating thereto will be assigned by a separate agreement (the "CIS Trademarks").

(x) Polk Costa Rica Stock. All of the issued and outstanding shares of capital stock of Polk Costa Rica (the "Polk Costa Rica Shares").

(xi) Permits. To the extent their transfer is permitted under applicable Laws and subject to Section 1.6 (but not in derogation of the other provisions of this Agreement) all Permits utilized by each of the Sellers primarily in the conduct of the CIS Business, including the Permits listed on Schedule 1.1(a)(xi) annexed hereto (the "CIS Permits").

(xii) Books and Records. All Books and Records relating primarily to the conduct of the CIS Business, the CIS Purchased Assets or the CIS Assumed Liabilities, to the extent that the same are not required by applicable Law to be retained by a Seller (and in such case accurate copies are to be delivered to Purchaser), other than the Excluded Books and Records (collectively, the "CIS Books and Records").

(xiii) Goodwill. The CIS Business as a going concern, including without limitation any and all goodwill thereof (including customer lists and vendor lists of the CIS Business).

(xiv) Other Assets of the Business. The other assets, tangible or intangible, of Sellers depicted in the combined balance sheet of the CIS Business, Polk Costa Rica, and the Polk Canada Business (the "CIS Balance Sheet") dated as of March 31, 1999 or on the Balance Sheet of the CIS Business, Polk Costa Rica, and the Polk Canada Business dated as of December 31, 1999 (but not including assets of Polk Canada or of Polk Costa Rica) (as such assets shall change in the ordinary course of business between such date and the Closing Date and as would be reflected on a balance sheet as of the Closing Date prepared in the same fashion as the CIS Balance Sheet), except in any case as otherwise provided in Section 1.1(b) hereof.

All Schedules described in this Section 1.1(a) shall be updated by Sellers to the extent reasonably practical as of the Closing Date.

(b) Excluded Assets. Notwithstanding anything contained in this Agreement to the contrary, the following assets of the Sellers (collectively, the "Excluded Assets") shall be excluded from and shall not constitute any part of the CIS Purchased Assets:

(i) Cash. Cash including cash in bank accounts, certificates of deposit and other bank deposits, and other cash equivalents.

(ii) Excluded Real Property. All Real Property Owned and all leases and other interests in Real Property other than the CIS Real Property Leases (the "Excluded Real Property").

(iii) Employee Benefit Plans. All Benefit Plans and all assets owned or rights held under all Benefit Plans.

(iv) Tax Refunds. All refunds or credits, if any, of Taxes and current or deferred income tax assets (but excluding from the foregoing refunds or credits of ad valorem, personal property, real property, environmental or similar taxes arising in the CIS Business if the foregoing are shown as a current asset on the Final Working Capital Schedule (as defined in Section 1.3 (c) hereof)).

(v) Excluded Books and Records. The minute books, stock transfer books and corporate seals of the Sellers, all Books and Records of the Sellers relating to Taxes or employee benefit matters (including any federal, state and local income and franchise Tax Returns), all books and records as to employees of the CIS Business, and any other Books and Records relating in whole or in part to any of the Excluded Assets or any of the Excluded Liabilities (the "Excluded Books and Records").

(vi) Excluded Databases, Products and Intellectual Property. All databases, software, systems, products, Intellectual Property and intellectual property rights other than the CIS Databases, Systems and Products and the CIS Trademarks.

(vii) Rights Under this Agreement and Related Agreements. The Purchase Price and the rights as such rights may exist from time to time of each of the Sellers under this Agreement, the Confidentiality Agreement, the Master License Agreement, the Transition Services Agreement, the Trademark Assignment Agreement and all other Related



Agreements executed by or delivered by any of them pursuant to or in connection with this Agreement, and the Polk Canada Purchase Agreement and all other related agreements thereto, and the transactions contemplated hereby and thereby.

(viii) Claims Against Affiliates. All rights and claims against or involving either Seller, any of their Affiliates or any officer, director or shareholder of any Seller or any Affiliate or any right or claim of either Seller against any of their counsel, accountants or financial advisors.

(ix) Insurance Policies. All life insurance policies and annuity contracts naming either Seller as beneficiary or owner and all other insurance policies and contracts and all rights thereunder (including, without limitation, the right to make claims thereunder and to the proceeds thereof).

(x) Excluded Businesses. All shares of capital stock (other than the Polk Costa Rica Shares), equity and other interests in any entity or business unit of either of the Sellers or their Affiliates and all businesses conducted by, and assets, tangible and intangible, that are owned by or licensed or leased to any such entities or used in the conduct of any such businesses including but not limited to:

- (1) Polk UK Limited and its subsidiaries.
- (2) Polk Carfax, Inc. and its subsidiary, Carfax, Inc.
- (3) Geographic Data Technology, Inc.
- (4) Polk Canada and its subsidiaries (which is in part subject to the Polk Canada Purchase Agreement).
- (5) Polk Autospec, Pty Ltd.
- (6) TUP Australia.
- (7) Portica GmbH and its subsidiaries.
- (8) Marketing Systems GmbH and its subsidiaries.
- (9) Polk Mexico S.A. de C.V.
- (10) Beijing Polk.

(xi) Excluded Names. All names, trademarks, service marks and logos (including the names R.L. Polk & Co. and The Polk Company, Polk, and related logos) other than the CIS Trademarks (for clarification, Purchaser and certain Affiliates will be assigned the mark "Polk City Directory" as provided in the Trademark Assignment Agreement).

(xii) Excluded Accounts Receivable, Tangible Personal Property and Personal Property Leases. All accounts receivable, including accrued interest receivable,

equipment and other items of tangible personal property, and leases and subleases of tangible personal property other than the CIS Accounts Receivable, the CIS Tangible Personal Property and the CIS Personal Property Leases.

(xiii) Other Excluded Assets. The assets described on Schedule 1.1(b) annexed hereto or on Schedule 15.20 hereto or Section 2.28 of the Disclosure Schedule and, whether or not so described, all other assets, tangible or intangible, of either of the Sellers not constituting CIS Purchased Assets.

(xiv) Hutchinson, Kansas. The real property (together with all improvements thereon and thereto (the "Hutchinson Plant")) and all fixtures attached thereto, all equipment located at the Hutchinson Plant (together with all related maintenance supplies and materials (exclusive of inventory, paper, and plate), and all related books and records (collectively, the "Hutchinson Assets").

(xv) The Riverside Assets. All assets constituting the Riverside Business, including without limitation all inventory (including work in process), all leases of the Riverside Business, purchase orders, equipment, accounts receivable, other than those such as Princess Cruises and other like customers whose main business is with the CIS Business, general intangibles, chattel paper, instruments, real property, and other assets; which in the case of assets having tangible physical existence are located in Riverside, California, and in the case of assets not having tangible physical existence are used for or are held for use by a Seller or one or more of its Affiliates primarily in conduct of the Riverside Business or which arose primarily in the Riverside Business. (the "Riverside Assets")

## 1.2. CIS Liabilities.

(a) CIS Assumed Liabilities. In connection with the sale, transfer, conveyance, assignment and delivery of the CIS Purchased Assets pursuant to this Agreement, on the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall assume and agree to pay, perform and discharge when due the CIS Assumed Liabilities. For purposes of this Agreement the term "CIS Assumed Liabilities" shall only include the following:

(i) Liabilities Reflected in the Final Working Capital Schedule. Those trade payables and other Liabilities reflected in the Final Working Capital Schedule as determined in accordance with Section 1.3(c) and (d).

(ii) Real Property Leases, Personal Property Leases and Contracts and Commitments Liabilities. All Liabilities of the Sellers under the CIS Contracts and Commitments, the CIS Real Property Leases, the CIS Permits, and the CIS Personal Property Leases.

(iii) Employee Matters. All Liabilities of Sellers to be assumed by Purchaser as contemplated in Article 9.

(iv) Transfer Taxes. All Liabilities of Sellers for Transfer Taxes.

(v) Other Ordinary Course Liabilities. All other Liabilities of Sellers arising from or in connection with the conduct of the CIS Business in the ordinary course (whether or not of a character reflected or required to be reflected in the Final Closing Date Working Capital Schedule).

(b) Excluded Liabilities. Purchaser shall not assume by virtue of this Agreement or the transactions contemplated hereby any Liability of the Sellers other than the CIS Assumed Liabilities (collectively, the "Excluded Liabilities"). Without limitation, the Excluded Liabilities include the following:

(i) Funded Indebtedness. All Liabilities of the Sellers for Funded Indebtedness.

(ii) Tax Liabilities. All Liabilities of the Sellers for Taxes (other than Transfer Taxes which are included in the CIS Assumed Liabilities).

(iii) Liabilities under this Agreement and Related Agreements. All Liabilities of Sellers (and, to the extent applicable, those Liabilities of either Seller's Affiliates) under this Agreement, the Master License Agreement, the Transition Services Agreement, the Trademark Assignment Agreement and the other Related Agreements executed by the Sellers.

(iv) Liabilities as to other Businesses. All Liabilities of Sellers arising from the conduct of any business other than the CIS Business.

(v) Liabilities from Pending Litigation. All Liabilities arising from any litigation, arbitration or Tax proceedings and assessments involving Sellers that is pending as of the Closing Date.

(vi) Liabilities to Affiliates, Lenders and Stockholders. All Liabilities of the Sellers to any of their Affiliates, lenders or stockholders.

(vii) Liabilities Prior to Closing Date that are not Assumed Liabilities. All Liabilities relating to the CIS Business that arise prior to the Closing Date that are not CIS Assumed Liabilities.

(viii) Certain Employment Liabilities. Liabilities to current or former employees of the CIS Business for claims of race, sex or age discrimination or harassment and all other Liabilities of Sellers to former employees of the CIS Business or Transferred Employees except as the same constitute Assumed Liabilities pursuant to Section 1.2(a)(iii).

(ix) Formerly Owned or Occupied Facilities. Liabilities of Sellers relating to any real property owned or occupied by Sellers prior to the Closing other than the facilities that are part of the CIS Purchased Assets.

(x) Riverside Facility. The lease of the calling center located in Riverside, California, and all Liabilities arising primarily as a result of the operation of the Riverside Business (but including those liabilities to a third party for customers such as Princess Cruises

and other like customers whose main business is with the CIS business which are agreed to be Assumed Liabilities).

(xi) Hutchinson Facility. All Liabilities arising primarily as a result of the operation of the Hutchinson Assets.

### 1.3. Purchase Price; Allocation.

(a) Purchase Price. The purchase price for the CIS Purchased Assets shall be, in addition to the CIS Assumed Liabilities, an amount equal to Two Hundred Thirty Seven Million Nine Hundred Thousand United States Dollars (U.S. \$237,900,000) (the "Preliminary Purchase Price") to be adjusted after the Closing as provided in Section 1.3(c) (as so adjusted, the "Final Purchase Price"), or if no adjustment is necessary, the Preliminary Purchase Price shall also mean the Final Purchase Price).

#### (b) Payment of Purchase Price.

(i) The Purchaser shall pay the Preliminary Purchase Price to Sellers at the Closing by wire transfer of immediately available funds to an account or accounts in the United States of America specified by Sellers in writing to Purchaser at least three (3) Business Days prior to Closing. The amount payable to each Seller under this Section 1.3(b)(i) shall be the amount allocated to such Seller as described in Schedule 1.3(b)(i) annexed hereto.

(ii) Purchaser shall pay to the Sellers any increase in the Preliminary Purchase Price pursuant to Section 1.3(c) by wire transfer of immediately available funds to an account or accounts in the United States of America specified by Sellers. The amount to be payable to each Seller shall be the amount determined as provided in Schedule 1.3(b)(i). Sellers shall pay to Purchaser any decrease of the Preliminary Purchase Price by wire transfer of immediately available funds to an account or accounts in the United States of America specified by Purchaser.

(c) On or before ninety (90) days following the Closing Date, Sellers shall prepare and deliver to Purchaser a schedule setting forth Sellers' computation of the Working Capital of the CIS Business, Polk Costa Rica, and the Polk Canada Business as of the Closing Date (the "Closing Date Working Capital Schedule") including a report by Deloitte & Touche prepared in accordance with procedures to be agreed upon by Parent and the Sellers. The records necessary to prepare the Closing Date Working Capital Schedule and the computations therein shall be furnished by the party possessing such records to the other party and their accountants and other representatives. Attached hereto as Schedule 1.3(c) is a Working Capital Schedule of the CIS Business, Polk Costa Rica, and the Business as of December 31, 1999. The parties hereto agree that the method of accounting employed in preparing the Closing Date Working Capital Schedule (and, if different, the Final Working Capital Schedule) shall be in accordance with the method of accounting used by Sellers in the preparation of Schedule 1.3(c) and the Financial Statements (including the same accounting methods, policies, practices, and procedures, with consistent classifications, judgements, and estimation methodology) but with the modification that Working Capital shall include both the current assets and the current

liabilities of all of the Polk Canada Business, Polk Costa Rica, and the CIS Business. For purposes hereof, the following term has the following respective meanings:

“Working Capital” means the difference (which may be a positive or negative number) between (i) the aggregate of (a) CIS Purchased Assets, (b) the Purchased Assets (as defined in the Polk Canada Purchase Agreement), (c) assets of Polk Costa Rica and (d) the assets of PCMSI (as defined in the Polk Canada Purchase Agreement) and of Compusearch Subsidiary (as defined in the Polk Canada Purchase Agreement), its subsidiary, in each case which are classified as current assets in accordance with GAAP, consistently applied, and (ii) the aggregate of (a) CIS Assumed Liabilities, (b) the Assumed Liabilities (as defined in the Polk Canada Purchase Agreement), (c) the Liabilities of Polk Costa Rica, and (d) the Liabilities of PCMSI and of Compusearch Subsidiary, its subsidiary, in each case which are classified as current liabilities in accordance with GAAP, consistently applied, but not including for purposes hereof any current liabilities of PCMSI or of Compusearch Subsidiary if the liability arose as a result of Compusearch Reorganization (as defined in the Polk Canada Stock Agreement) or any Liabilities relating to the business of VIS Subsidiary, any Liabilities of VIS Subsidiary or any Tax or other Liabilities relating to the Reorganization Transactions (as defined in the Polk Canada Purchase Agreement).

(d) Disputes relating to the Closing Date Working Capital Schedule shall be resolved as follows:

(i) If Purchaser disputes any item on the Closing Date Working Capital Schedule, Purchaser shall notify Sellers in writing (a “Working Capital Dispute Notice”) of the amount, nature and basis of such dispute within thirty (30) days after delivery of the Closing Date Working Capital Schedule. In the event of a dispute, Purchaser and Sellers shall first use their reasonable best efforts to resolve such dispute among themselves. If they are unable to resolve such dispute within thirty (30) days after delivery of the Working Capital Dispute Notice, the dispute may be submitted by either Purchaser or Sellers to Purchaser’s accountants and Sellers’ accountants. Purchaser’s accountants and Sellers’ accountants shall use their reasonable best efforts to resolve the dispute within thirty (30) days following submission. If they are unable to agree upon a resolution of the dispute within such thirty (30) day period, the dispute shall be submitted by the Purchaser’s accountants and the Sellers’ accountants to a “Big Five” independent public accounting firm (the “Independent Public Accounting Firm”) mutually acceptable to Purchaser and Sellers who shall review the nature of the dispute. The Independent Public Accounting Firm selected by Purchaser and Sellers shall submit in writing to Purchaser and Sellers within thirty (30) days after being notified of its selection a ruling in favor of either Purchaser or Sellers, it being understood that such firm would rule for either Purchaser’s or Sellers’ position and not any other result. The mutual determination of Purchaser’s accountants and Sellers’ accountants as to the resolution of any such dispute or the determination of the Independent Public Accounting Firm so selected by Purchaser and Sellers as to the resolution of any such dispute, as applicable, shall be final, binding and conclusive upon each of the parties hereto. All determinations pursuant to this Section 1.3(d) shall be in writing and shall be delivered to the parties. The Closing Date Working Capital Schedule shall be the Final Working Capital Schedule as defined herein unless the Purchaser disputes any item thereon in accordance with Section 1.3(d)(i). If the Purchaser so disputes, then the Final Working Capital Schedule

shall be as agreed to by the Sellers and the Purchaser but if no such agreement is reached then it shall be as selected by the Independent Public Accounting Firm as set forth in this subsection. If the Final Working Capital Schedule shows Working Capital computed as of the Closing Date to be less than U.S.\$32,667,000, the Sellers shall immediately pay the amount of such deficiency to Purchaser as a decrease to the Preliminary Purchase Price. If the Final Working Capital Schedule shows Working Capital computed as of the Closing Date to be greater than U.S.\$34,688,000, then the Purchaser shall immediately pay the amount of such excess to Seller as an increase to the Purchase Price. The above provisions are the exclusive dispute resolution provisions related to the determination of the Closing Date Working Capital Schedule and no other provisions in this Agreement or in any other Related Agreement shall be applicable with respect thereto.

(ii) In connection with the resolution of disputes pursuant to Section 1.3(d)(i) above, the fees and expenses of Purchaser's accountants shall be borne by Purchaser and the fees and expenses of Sellers' accountants shall be borne by Sellers. The fees and expenses of the Independent Public Accounting Firm selected by Purchaser and Sellers shall be borne by the party against whom such accounting firm rules.

(e) Allocation of Consideration. The consideration paid by Purchaser for the CIS Purchased Assets shall be allocated as set forth in Schedule 1.3(e) annexed hereto. Each party hereto agrees (i) to complete jointly and to file separately Form 8594 with its respective Federal income Tax Return consistent with such allocation for the tax year in which the Closing Date occurs, and (ii) that no party hereto shall take a position on any income, transfer or gains Tax Return, before any Governmental or Regulatory Authority charged with the collection of any such Tax or in any judicial proceeding, that is in any manner materially inconsistent with the terms of any such allocation without the consent of the other party, which consent shall not be unreasonably withheld or delayed.

1.4. Closing. The Closing shall take place at the offices of Miller, Canfield, Paddock and Stone, P.L.C., in Troy, Michigan, or at such other place as Purchaser and the Sellers mutually agree in writing, beginning at 10:00 a.m., local time, on a Business Day mutually agreed upon by Purchaser and Sellers (the "Closing") (or failing agreement by them on the Business Day which is the fifth (5th) Business Day after the satisfaction or waiver of the conditions set forth in Articles 6 and 7 (other than any such condition that by its terms is to be satisfied at the Closing) (but not in any event prior to May 1, 2000), or at such other time as the Sellers and the Purchaser may otherwise mutually agree in writing. The closing date shall be effective for all purposes as of 12:01 a.m. on the date the Closing actually occurs (the "Closing Date"). At the Closing, Purchaser shall pay the Preliminary Purchase Price as provided in Section 1.3(b)(i). Simultaneously with such payment:

(a) Sellers shall sell, assign, convey, transfer and deliver to Purchaser the CIS Purchased Assets by delivery of (i) a General Instrument of Transfer substantially in the form of Exhibit E hereto duly executed by Sellers and (ii) such other good and sufficient instruments of conveyance, assignment and transfer (including a stock power in the case of the Costa Rica Shares), in form and substance reasonably satisfactory to Purchaser, as shall be reasonably requested by Purchaser to effectively vest in Purchaser good title to the CIS Purchased Assets free and clear of all Encumbrances except for the Permitted Encumbrances. The foregoing

instruments referred to in this Section 1.4(a) are referred Instruments". In addition, at the Closing the Sellers shall execute the Trademark Assignment Agreement.

(b) Purchaser shall assume from Sellers the discharge of the CIS Assumed Liabilities by delivery of (i) the Trademark Assignment Agreement substantially in the form of Exhibit F hereto duly executed and (ii) any other good and sufficient instruments of assumption, in each case as shall be acceptable to Sellers, as shall be effective to cause Purchaser to assume the CIS Assumed Liabilities. The foregoing instruments referred to in this Section are referred to as the "Assumption Instruments". In addition, at the Closing the Sellers shall deliver the Trademark Assignment Agreement.

*also excludes  
Hutkinson*

*1.5(f)*

(c) At the Closing, there shall also be delivered to Purchaser all certificates and other contracts, documents and instruments required to be delivered under Articles 6 and 7 and other applicable provisions of this Agreement and the Related Agreements.

### 1.5. Further Assurances, Post-Closing Cooperation.

(a) (i) Subject to the terms and conditions of this Agreement, at any time and from time to time after the Closing, at Purchaser's reasonable request and without further consideration, Sellers shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, as Purchaser may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Purchaser the CIS Purchased Assets.

(ii) Subject to the terms and conditions of this Agreement, at any time and from time to time after the Closing, at a Seller's reasonable request and without further consideration, Purchaser shall execute and deliver to the Seller such other instruments of assumption as the Seller may reasonably deem necessary or desirable in order to more effectively give effect to Purchaser's assumption of the CIS Assumed Liabilities.

(b) Following the Closing, the Purchaser and the Sellers shall afford the other party, its counsel and its accountants, during normal business hours, (but subject to any applicable confidentiality obligations) reasonable access to the books, records and other data relating to Polk Costa Rica, the CIS Business, the CIS Purchased Assets and the CIS Assumed Liabilities in its possession with respect to periods through the Closing and the right to make copies and extracts therefrom to the extent that such access may be reasonably required by the requesting party in connection with (i) the preparation of Tax Returns, (ii) any tax audit, assessment, reassessment, protest or other proceeding including without limitation planning initiatives and the filing of tax elections relating to Taxes, (iii) the determination or enforcement of rights and obligations under this Agreement or the transactions contemplated hereby, (iv) compliance with the requirements of any Governmental or Regulatory Authority, or (v) in connection with any actual or threatened Action or Proceeding. Further, the Purchaser and Sellers each agree, for a period of ten (10) years after the Closing Date, not to destroy or otherwise dispose of any such books, records and other data unless such party shall first offer in

writing to surrender such books, records and other data to the other party and such other party shall not agree in writing to take possession thereof during the thirty (30) day period after such offer is made. Purchaser and Sellers further agree to cooperate with the other in the conduct of any audit or other proceeding related to Taxes involving the CIS Business or the CIS Purchased Assets. All of such information shall remain strictly confidential and may not be used or disclosed other than for the express purposes permitted in this Section, subject to disclosure by a party hereto to its advisors (if they become subject also to the confidentiality provision set forth above) and to disclosure in accordance with Applicable Laws and in response to judicial process (in which case the party thereto shall as promptly as possible give the other parties hereto notice thereof).

(c) If, in order to properly prepare its Tax Returns or other documents or reports required to be filed with any Governmental or Regulatory Authority, it is necessary that Purchaser or either of the Sellers be furnished with additional information, documents or records relating to the CIS Business or the CIS Purchased Assets not referred to in Section 1.5(b), and such information, documents or records are in the possession or control of the other party, such other party shall use its commercially reasonable efforts to furnish or make available such information, documents or records (or copies thereof) at the recipient's request, cost and expense.

(d) Any information obtained by a party in connection with this Agreement and the transactions contemplated hereunder shall be held confidential by such party in accordance with the terms of the Confidentiality Agreement.

(e) Notwithstanding anything to the contrary contained in this Section 1.5, if either of Sellers and Purchaser are in an adversarial relationship in litigation or arbitration, the furnishing of information, documents or records in accordance with this Section 1.5 that are related to such adversarial relationship shall be subject to applicable rules relating to discovery.

(f) Purchaser shall reconvey to Sellers, as appropriate, any Excluded Assets that may be conveyed to Purchaser whether through inadvertence, mistake or otherwise in each case without a warranty of title, recourse, or liability whatsoever to Purchaser or their Affiliates other than a warranty that it is subject to no Encumbrances arising as a result of Purchaser's ownership thereof.

#### 1.6. Third Party Consents.

(a) To the extent that any CIS Contract and Commitment, CIS Real Property Lease, CIS Personal Property Lease or CIS Permit is not assignable or transferable without the consent of another Person, this Agreement shall not constitute an assignment or transfer thereof, an attempted assignment or transfer thereof, or an agreement to effect such an assignment or transfer, if such assignment or transfer, attempted assignment or transfer, or agreement would constitute a breach thereof. The applicable Seller shall use its respective reasonable commercial efforts to obtain the consent of such other party to the assignment or transfer of any such CIS Contract and Commitment, CIS Real Property Lease, CIS Personal Property Lease and/or CIS Permit to Purchaser in all cases in which such consent is or may be required for such assignment or transfer. Purchaser shall cooperate with the applicable Seller in its efforts to obtain such



consents. For purposes of clarification, the commercially reasonable efforts by a Seller shall in no event require the payment of any money or the amendment or modification of any material term or provision of any CIS Contract and Commitment, CIS Real Property Lease, CIS Personal Property Lease or CIS Permit. (b) If any such consent shall not be obtained, the applicable Seller shall use its commercially reasonable efforts and upon reasonable request by Purchaser to provide Purchaser with an alternate reasonable arrangement reasonably satisfactory to Purchaser designed to provide to Purchaser the benefits intended to be assigned or transferred to Purchaser under the relevant CIS Contract and Commitment, CIS Real Property Lease, CIS Personal Property Lease or CIS Permit. The parties expressly intend and agree that the beneficial interest in and to the CIS Contracts and Commitments, CIS Real Property Leases, CIS Personal Property Leases or CIS Permits, to the fullest extent permitted by the relevant Contract or Permit and applicable Law, pass to Purchaser. The parties agree that the out of pocket cost incurred in accomplishing the foregoing shall be split equally between the Sellers and the Parent until \$300,000 in the aggregate has been spent. Thereafter, Sellers agree that they will pay up to an additional \$350,000 to accomplish the foregoing and thereafter have no further obligations under the foregoing contained in this section (b).

(c) Sellers' representations and warranties in Sections 2.3 and 2.4 shall be made as if this Section 1.6 were not included herein, and shall not be limited to any extent by the provisions of this Section 1.6.

## ARTICLE 2.

### REPRESENTATIONS AND WARRANTIES OF SELLERS

Subject to Section 4.10, Sellers hereby jointly and severally represent and warrant to Purchaser as of the date of this Agreement and as of the Closing Date as follows. Each representation and warranty set forth below is qualified by the disclosures set forth in the Disclosure Schedules of Sellers which is referenced therein, if any be so referenced (the "Disclosure Schedules") but a section of the Disclosure Schedules shall not qualify representations and warranties set forth herein except to the extent that it is specifically referenced in a representation and/or warranty.

2.1. Corporate Existence. Each Seller and Polk Costa Rica is a corporation incorporated, validly existing and in good standing under the Laws of the jurisdiction of its organization. Each Seller has the corporate power to conduct the CIS Business as and to the extent now conducted by it. Each Seller is duly qualified, licensed or admitted to do business in each jurisdiction in which the ownership or leasing of the CIS Purchased Assets owned or leased by it or the conduct of the CIS Business as and to the extent now conducted by it makes such qualification, licensing or admission necessary (and a true and correct list of all such jurisdictions is set forth in Section 2.1 of the Disclosure Schedules hereto) except where any failure to be so qualified, licensed or admitted has not had and would not reasonably be expected to have a material adverse effect on the Condition of the Business.

2.2. Authority.

(a) Each Seller has the corporate power and authority to execute and deliver this Agreement and the Related Agreements to which such Seller is a party, to perform such Seller's obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by such Seller of this Agreement and the Related Agreements to which it is a party, and the performance by such Seller of its obligations hereunder and thereunder, have been duly and validly authorized by all necessary action on the part of such Seller, except for the approval by RLP's stockholders of the transactions contemplated by this Agreement.

(b) Polk Costa Rica has the corporate power to conduct the business as and to the extent now conducted by it. Polk Costa Rica is duly qualified, licensed or admitted to do business in each jurisdiction in which the ownership or leasing of the assets owned or leased by it or the conduct of the business conducted by it makes such qualification, licensing or admission necessary except where any failure to be so qualified, licensed or admitted has not had a material adverse effect on the Condition of the Business.

2.3. No Conflicts. The execution and delivery by each Seller of this Agreement and the Related Agreements to which it is a party, the performance by each Seller of its obligations under this Agreement and such Related Agreements, and the consummation by each Seller of the transactions contemplated hereby and thereby will not:

(a) Conflict with or result in a violation or breach of the certificate of incorporation or by-laws of such Seller or Polk Costa Rica;

(b) Subject to obtaining the consents and approvals, making the filings and giving the notices disclosed in Sections 2.3 and 2.4 of the Disclosure Schedules, conflict with or result in a violation or breach of any term or provision of any Law or Order applicable to such the Seller or, to the Knowledge of Sellers, Polk Costa Rica, other than any such conflicts, violations or breaches (i) which would not adversely affect the validity or enforceability against such Seller of this Agreement or any Related Agreement to which the Seller is a party, or materially adversely affect the ability of such Seller to consummate the transactions contemplated hereby or thereby or to perform its obligations hereunder or thereunder, or have a material adverse effect on the Condition of the Business, or (ii) as would occur solely as a result of the legal or regulatory status of a Purchaser or any of its Affiliates; or

(c) Except as disclosed in Sections 2.3 and 2.4 of the Disclosure Schedules and except with respect to any Contract or any of the following events or consequences as would not be materially adverse to the Condition of the Business, adversely affect the validity or enforceability against such Seller of this Agreement or the Related Agreements, or materially adversely affect the ability of such Seller to consummate the transactions contemplated hereby and thereby or to perform its obligations hereunder or thereunder, (i) conflict with or result in a violation or breach of, (ii) constitute (with or without notice or lapse of time or both) a default under, or (iii) require such Seller to obtain any consent, or exemption from, approval or action of, make any filing with or give any notice to any Person as a result or under the terms of, or (iv)

result in the creation or imposition of any Encumbrance upon the CIS Purchased Assets, in each foregoing case under or pursuant to any CIS Contract or Commitment, CIS Real Property Lease, CIS Personal Property Lease or CIS Permit, or any other Material Contract to which such Seller or, to the Knowledge of Sellers, Polk Costa Rica, is a party or by which the CIS Business or the assets and properties of such Seller or, to the Knowledge of Sellers, Polk Costa Rica, are bound.

2.4. Governmental Approvals and Filing. Except as disclosed in Section 2.4 of the Disclosure Schedules, no consent, approval or action of, filing with, notice to, or exemption from any Governmental or Regulatory Authority on the part of either Seller or Polk Costa Rica is required in connection with the execution, delivery and performance of this Agreement or any Related Agreements to which such Seller is a party or the consummation of the transactions contemplated hereby or thereby, except (i) where the failure to obtain any such consent, approval or action, to make any such filing, to give any such notice or obtain any such exemption would not (a) adversely affect the validity or enforceability against such Seller or Polk Costa Rica of this Agreement or such Related Agreements, (b) have a material adverse effect on the ability of such Seller to consummate the transactions contemplated by this Agreement or such Related Agreements or to perform its obligations hereunder or thereunder, or (c) have a material adverse effect on the Condition of the Business, (ii) those as would be required solely as a result of the legal or regulatory status of Purchaser or any of its Affiliates and (iii) the filing of the requisite Notification and Report Form by the ultimate parent entity of such Seller under the HSR Act and the expiration or early termination of the applicable waiting period.

2.5. Polk Costa Rica. The authorized and issued capital stock of Polk Costa Rica is set forth in Section 2.5 of the Disclosure Schedules. The shares of the issued capital stock of Polk Costa Rica as set forth in Section 2.5 of the Disclosure Schedules are validly issued, fully paid and non-assessable. TPC owns of record and beneficially all of the outstanding shares of the capital stock of Polk Costa Rica as set forth in Section 2.5 of the Disclosure Schedules. There are no outstanding options, warrants or other commitments entitling any Person to purchase or subscribe for or acquire any shares of the capital stock of Polk Costa Rica, nor is there outstanding any other security convertible into or exchangeable for capital stock of Polk Costa Rica.

2.6. Financial Statements. Set forth in Section 2.6 of the Disclosure Schedules, are the following financial statements (collectively, the "Financial Statements"):

- (a) The audited balance sheets and statements of income of the CIS Business which include the Riverside Business and the Hutchinson Assets as at and for the fiscal years ended March 31, 1998 and 1999; and
- (b) The unaudited balance sheet and statement of income of the CIS Business as at and for the nine months ended December 31, 1999 which include the Riverside Business and the Hutchinson Assets for purposes of the statement of income.
- (c) The unaudited statement of income of the CIS Business, by business unit, for the year ended March 31, 1999, and the period ended December 31, 1999, attached to this

Agreement as Section 2.6 of the Disclosure Schedules which include the Riverside Business and the Hutchinson Assets for purposes of the statement of income.

The Financial Statements (i) in the case of clause (a), have been derived from the audited consolidated financial statements of RLP for the relevant periods, (ii) have been prepared in accordance with GAAP consistently applied throughout the periods indicated subject, in the case of the interim financial statements to normal year-end adjustments (consisting only of normal recurring accruals) and (iii) fairly present, as of the dates and for the periods referred to therein, the financial position and results of operations of the CIS Business.

2.7. Legal Proceedings. Except as disclosed in Section 2.7 of the Disclosure Schedules:

(a) There are no Actions or Proceedings pending or, to the Knowledge of Sellers, threatened in writing against the Sellers or against Polk Costa Rica (i) which could reasonably be expected to adversely affect the validity or enforceability of this Agreement or any of the Related Agreements against Sellers or have a material adverse effect on the Condition of the Business or the ability of Sellers to perform their obligations hereunder or thereunder, or (ii) which could reasonably be expected to result in the issuance of an Order restraining, enjoining or otherwise prohibiting or making illegal the consummation of the transactions contemplated by this Agreement or the Related Agreements; and

(b) There are no Orders outstanding against any Seller or against Polk Costa Rica which have had or which would be reasonably expected by Sellers to have a material adverse effect on the Condition of the Business or the ability of such Seller to perform its obligations hereunder or thereunder.

2.8. Compliance with Laws and Orders. To the Knowledge of the Sellers, and except as disclosed in Section 2.8 of the Disclosure Schedules, and except for matters with respect to Benefit Plans, Permits, Environmental Matters, Taxes, and Real Property (which matters are intended to be covered, if at all, by other representations and warranties herein and not by this Section 2.8), neither Seller is in violation of or in default under any Law or Order applicable to the CIS Business, the CIS Purchased Assets or the CIS Assumed Liabilities, except for any violation or default as has not had and as would not be reasonably expected to have a material adverse effect on the Condition of the Business.

2.9. Employee Benefit Plans.

(a) Section 2.9 of the Disclosure Schedules lists the following in connection with the current employees of the CIS Business and Polk Costa Rica: (i) any collective bargaining agreement or any written employment agreement, (ii) each defined benefit plan and defined contribution plan, stock option or ownership plan, executive compensation, bonus, incentive compensation or deferred compensation plan, (iii) medical, dental, disability or death benefit plan, and (iv) any other employee benefit plan, including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, in each case which is maintained or contributed to

or by the Sellers and which covers employees of the CIS Business (such plans, contracts, agreements, arrangements, programs and policies being referred to herein as the "Benefit Plans").

(b) There have been no "prohibited transactions" within the meaning of Section 4975 of the Code or Section 406 of ERISA with respect to any Benefit Plans that could result in liability of Purchaser under Section 502(i) of ERISA or Section 4975 of the Code.

(c) Each of the Benefit Plans and its administration are in compliance in all material respects with its material terms and the material requirements of ERISA and the Code, except for any such failures which have not had a material adverse effect on the Condition of the Business.

(d) All contributions and other payments required to be made by each Seller or any member of the controlled group of corporations, or trades or businesses under common control, within the meaning of Sections 414(b) and (c) of the Code, of which such Seller is a member, to any of the Benefit Plans with respect to any period ending before or at or including the Closing Date have been made or will be made or reserves adequate for such contributions or other payments have been or will be set aside therefor, and no Benefit Plan which is subject to Part 3 of Title I of ERISA or Section 412 of the Code has incurred any material "accumulated funding deficiency," as such term is defined in ERISA.

(e) None of the Sellers nor any member of the controlled group of corporations, or trades or businesses under common control, within the meaning of Sections 414(b) and (c) of the Code, of which the Sellers are members contributes or is obligated to contribute to any multi-employer plan (as defined in Section 4001(a)(3) of ERISA) on behalf of a Seller's current or former employees of the CIS Business or have completely or partially withdrawn (as defined in ERISA Section 4203 or 4205) from any such multi-employer plan under any circumstances which would impose any material Liability on Purchaser.

(f) Each Benefit Plan which is a group health plan within the meaning of Section 5000 of the Code complies in all material respects with the applicable requirements of Sections 601 through 608 of ERISA, Section 162(k) of the Code (through December 31, 1988) and Section 4980B of the Code (commencing January 1, 1989).

(g) Except as listed in Section 2.9 of the Disclosure Schedules, no retiree benefits are payable under any Benefit Plan that is an "employee welfare benefit plan" within the meaning of Section 3(1) of ERISA.

(h) The consummation of the transactions contemplated by this Agreement alone shall not result in the entitlement of any Employee of a Seller to severance benefits pursuant to any Benefit Plan except as dealt with in Section 9.2.

(i) The employment contracts for persons referenced in Section 9.2 (a) may be assigned to Purchaser by Seller and assumed by the Purchaser.

2.10. Title. RLP has good and marketable fee simple title to the real property included in the Hutchinson Assets and a Seller has good title to all of the CIS Purchased Assets owned by

it, in each case free and clear of all Encumbrances, except for such Encumbrances as (i) are set forth in Section 2.10 of the Disclosure Schedules and (ii) Permitted Encumbrances. At the Closing, but subject to the filing or recording of such conveyance instruments, the giving of such notice as may be required under applicable Law and the payment of any applicable filing and recording fees, Purchaser will receive good title to all of the other CIS Purchased Assets owned by Sellers free and clear of and from all Encumbrances other than the Permitted Encumbrances.

2.11. Intellectual Property Rights. Section 2.11 of the Disclosure Schedules lists all registered Intellectual Property used in the CIS Business on the date hereof, and identifies whether such Intellectual Property is owned by a Seller or by another Person, and lists any Contract pursuant to which a Seller uses any such Intellectual Property. Section 2.11A of the Disclosure Schedule lists all other trademarks which are material and used by Sellers in the conduct of the CIS Business. Except as set forth in Section 2.11 and Section 2.11A of the Disclosure Schedules, to the Knowledge of Sellers:

(a) No registration in respect of the Intellectual Property owned by a Seller which is material to the Condition of the Business, or application to register the Intellectual Property owned by a Seller has lapsed, expired, been abandoned, been disclaimed, been withdrawn, been the subject of a final judgment of invalidity by a court of competent jurisdiction, been the subject of a final judgment of unenforceability by a court of competent jurisdiction, been the subject of any holding or declaration of unenforceability, invalidity, or refused to be reissued by any domestic or foreign governmental agency, including, without limitation, the United States Patent and Trademark Office, or been canceled within the past twelve (12) months; and

(b) As of the date hereof, no unresolved written claim has been asserted by any Person (i) against the use by a Seller of any of the Intellectual Property or (ii) challenging the ownership or validity of any of the Intellectual Property.

(c) A Seller is the owner or licensee of the registered Intellectual Property and has the right to use free and clear of and from all Encumbrances, other than Permitted Encumbrances and Encumbrances under the relevant Contract relating to the Intellectual Property, the Intellectual Property, and has the right to transfer and assign to Purchaser the Intellectual Property included in the CIS Purchased Assets pursuant to this Agreement.

2.12. Material Contracts.

(a) Schedules 1.1(a)(ii), 1.1(a)(vi), and 1.1(a)(vii)(C) annexed hereto and Section 2.12 of the Disclosure Schedules, taken together, contain true and correct lists of all of the following Contracts to which a Seller or Polk Costa Rica is a party and which are material to the Condition of the Business ("Material Contracts").

(i) The CIS Real Property Leases and each lease by Polk Costa Rica of any real property.

(ii) The CIS Personal Property Leases and any lease of material tangible personal property to which Polk Costa Rica is a party in each case providing for lease payments in excess of Fifty Thousand (\$50,000) Dollars per fiscal year.

(iii) Written employment, severance and termination agreements or arrangements as to employees of the CIS Business and any related policies adopted by a Seller's Board of Directors also pertaining to the transactions contemplated hereby.

(iv) Collective bargaining agreements applicable to employees of the CIS Business.

(v) Contracts which provide for a contractual commitment under which a Seller pays or receives One Hundred Fifty Thousand (\$150,000) Dollars or more per year which are not terminable by a Seller on less than ninety (90) days' notice without penalty (other than any purchase or supply order entered into in the ordinary course of business and other than Benefit Plans).

(vi) Contracts applicable to the CIS Business to which a Seller is a party and which contain covenants limiting the freedom of a Seller to compete with any Person in any line of business or in any territory.

(vii) Contracts pursuant to which a Seller licenses to or from any other Person any Intellectual Property (other than CIS Databases, Systems and Products and Confidential Information) used in the CIS Business which are material to the Condition of the Business.

(viii) Agreements pursuant to which a Seller has granted exclusive marketing rights relating to any of such Seller's products or territory of the CIS Business.

(ix) Data acquisition contracts.

(b) The Material Contracts are valid and binding obligations of the Seller that is a party thereto and, to the Knowledge of Sellers, the other party(ies) thereto, enforceable against such Seller in accordance with their respective terms. Except as set forth in Section 2.12 of the Disclosure Schedules, no material default exists on the part of a Seller or of Polk Costa Rica, nor, to the Knowledge of Sellers, on the part of any other Person, under any of the Material Contracts.

2.13. Permits. Each Seller has all Permits necessary or material to the conduct of the CIS Business or the ownership or operation of the CIS Purchased Assets. Section 2.13 of the Disclosure Schedules identifies all Permits possessed by each Seller which are necessary or material to the conduct of the CIS Business or the ownership or operation of the CIS Purchased Assets as conducted on the date hereof. Except as disclosed in Section 2.13 of the Disclosure Schedules, all such Permits possessed by a Seller are in full force and effect.

2.14. Insurance. Each Seller maintains insurance covering the CIS Business and the CIS Purchased Assets in amounts deemed adequate by each Seller. A summary of the coverages afforded by insurance policies related to the CIS Business as to which either of the Sellers or Polk Costa Rica currently pay premiums is set forth in Section 2.14 of the Disclosure Schedule. All such insurance policies are in full force and effect, all premiums due thereunder up to the Closing Date have or will be paid and no written notice of cancellation or termination has been received with respect to any such policy.

2.15. Certain Environmental Matters. To the Sellers' Knowledge, except as set forth in Section 2.15 of the Disclosure Schedules:

(a) Each Seller holds, and is in compliance in all material respects with, all material Permits required to conduct the CIS Business as currently being conducted under any federal and state Laws relating to pollution or protection of the environment, including the Resource Conservation and Recovery Act, the Clean Air Act, the Clean Water Act and similar state laws (collectively, "Environmental Laws").

(b) No Seller has received written notice that it is not in compliance in all material respects with any applicable Environmental Laws, except where the failure has not had and would not be reasonably expected by Sellers to have a material adverse effect on the Condition of the Business.

(c) No Seller has received any written request for information or any written notice that it is a potentially responsible party under any Environmental Laws with regard to any on-site or off-site location for which any material liability is currently being asserted.

(d) No Seller is subject to any currently outstanding Order relating to compliance with any Environmental Law or to investigation or cleanup of regulated substances under any Environmental Law.

2.16. Brokers. Except for Goldman Sachs Group, Inc., whose fees, commissions and expenses are the sole responsibility of Sellers, no broker, finder or investment banker is entitled to any brokerage commission, finder's fee or similar payment in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of the Sellers.

2.17. Binding Effect. This Agreement has been duly executed and delivered by each Seller, and the Related Agreements, upon execution and delivery by such Seller, will be duly executed and delivered by such Seller and (assuming due execution and delivery hereof and thereof by Purchaser) will be legal, valid and binding obligations of such Seller enforceable against such Seller in accordance with their respective terms.

2.18. Payment of Taxes; Tax Liens.

(a) For purposes of this Agreement:

(i) The term "Taxes" means all United States federal, state, local, foreign, and other net income, gross income, gross receipts, social security, sales, use and



valorem, Michigan single business, franchise, withholding, payroll, employment, excise, property, other taxes, together with any interest and any penalties, additions to tax, or additional amounts with respect thereto, and the term "Tax" means any one of the foregoing Taxes.

(ii) The term "Tax Return" means all returns, declarations, reports, statements, schedule, notice, form or other documents or information required to be filed in respect of the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of any legal requirement relating to any Tax, and the term "Return" means any one of the foregoing Returns.

(iii) The term "Code" means the Internal Revenue Code of 1986, as amended. All citations to the Code or to the regulations promulgated thereunder shall include any amendments or any substitute successor provisions thereto.

(b) Except as otherwise set forth in Section 2.18 of the Disclosure Schedules:

(i) There have been properly completed in all material respects and filed on a timely basis all Tax Returns required to be filed by or on behalf of each Seller and Polk Costa Rica prior to the date of this Agreement.

(ii) There exists no proposed Tax assessment against either Seller relating to the CIS Business or the CIS Purchased Assets. To the Knowledge of the Sellers, there exists no proposed Tax assessment against Polk Costa Rica. To the Knowledge of the Sellers, all Taxes that the Sellers or Polk Costa Rica are or were legally required to withhold or collect relating to the CIS Business have been duly withheld or collected and, to the extent required, have been paid to the proper Governmental or Regulatory Authority or other Person.

(iii) There are no Encumbrances for Taxes (other than for current Taxes not yet due and payable) on any of the CIS Purchased Assets.

(iv) The transaction contemplated herein is not subject to the tax withholding provisions of Section 3406 of the Code, or of Subchapter A of Chapter 3 of the Code or of any other provision of Law.

(v) To the Knowledge of the Sellers, there is no pending audit by the Internal Revenue Service or any state taxing authority as to Taxes relating to the CIS Business or the CIS Purchased Assets.

2.19. Absence of Undisclosed Liabilities. Except (a) for Liabilities as to any Action or Proceeding, Compliance with Laws, Benefit Plans, Intellectual Property, Permits, Environmental Matters, Taxes and Illegal Payments which are intended to be covered, if at all, by other representations and warranties herein and not by this Section 2.19, (b) as and to the extent reflected or reserved against in the Financial Statements or as would be reflected or reserved against in a balance sheet of the CIS Business as of the date hereof prepared consistent with the method used in the Financial Statements, and (c) Liabilities arising in the ordinary course of the CIS Business: to the Knowledge of Sellers, the Sellers have no Liabilities, as of the date hereof, that have arisen from the conduct of the CIS Business.

2.20 No Material Adverse Change. Except as described in Section 2.20 of the Disclosure Schedules, since March 31, 1999 to the date of this Agreement:

(i) neither of the Sellers has delayed or postponed the payment of material accounts payable and other material Liabilities outside the ordinary course of business;

(ii) neither of the Sellers has cancelled, compromised, waived or released any right or claim (or series of related rights and claims) involving more than One Hundred Thousand (\$100,000.00) Dollars outside the ordinary course of business;

(iii) neither of the Sellers has granted any license or sublicense of any rights under or with respect to any CIS Intellectual Property outside the ordinary course of business;

(iv) neither of the Sellers has entered into any employment contract or collective bargaining agreement, written or oral, or modified the terms of any existing such contract or agreement involving the CIS Business outside the ordinary course of business;

(v) neither of the Sellers has granted any increase in the base compensation of any of the CIS employees outside the ordinary course of business;

(vi) neither of the Sellers has adopted, amended, modified or terminated any bonus, profit-sharing, incentive, severance or other plan, contract or commitment for the benefit of any of its directors, officers and employees (or taken any such action with respect to any other CIS Employee Benefit Plan outside the ordinary course of business);

(vii) Neither of the Sellers has made any other material change in employment terms for any of the CIS employees outside the ordinary course of business; and

(viii) neither of the Sellers has made any capital expenditure relating to the CIS Business other than in the ordinary course of business.

## 2.21. Real Property.

(a) Schedule 1.1(a)(ii) annexed hereto and Section 2.21 of the Disclosure Schedules, taken together, contain a true and complete list of all Real Property that is leased by either of the Sellers and used in the operation of the CIS Business, including without limitation all office, manufacturing and warehouse facilities.

(b) Except as described in Section 2.21 of the Disclosure Schedules, to the Knowledge of Sellers, the use of the Real Property by each of the Sellers and the conduct therein of the CIS Business do not presently violate any Laws or Orders except for any violation as has not had and as would not be reasonably expected by Sellers to have a material adverse effect on the Condition of the Business.

(c) To the Knowledge of Sellers, the buildings and improvements located on the Real Property and the operations and maintenance thereof as now operated and maintained, do not violate or contravene in any material respect any Laws or Order, including without

limitation those relating to zoning, building use, waste disposal, sanitation and noise control, except for any violation as has not had and as would not be reasonably expected by Sellers to have a material adverse effect on the Condition of the Business.

(d) To the Knowledge of Sellers, there exists no pending or threatened condemnation or similar proceeding with respect to the Real Property.

2.22. Insider and Inter-Companies Transactions. A true and complete list and brief description of all Contracts between a Seller and an Affiliate that are material to the conduct of the CIS Business is set forth in Section 2.22 of the Disclosure Schedules.

2.23. Illegal Payments. To the Knowledge of Sellers, neither of the Sellers nor any of their directors or officers, have with respect to the CIS Business (a) used any corporate funds for unlawful contributions, gifts, entertainment, or other unlawful expenses relating to political activity, (b) made any unlawful payments on behalf of Sellers to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns from corporate funds, or (c) violated in any material respect the Foreign Corrupt Practices Act of 1977, as amended.

2.24. Employee Matters.

(a) Attachment 1 to Section 2.24(a) and Attachment 1 to Section 2.9 of the Disclosure Schedules lists all current employees of the CIS Business and of Polk Costa Rica as of a date within ten (10) days prior to the date hereof and their hourly rates of compensation or base salaries (as applicable). In addition, to the extent any current employees of the CIS Business are on leaves of absence, Attachment 2 to Section 2.24(a) of the Disclosure Schedules indicates the nature of such leave of absence and each such employee's anticipated date of return to active employment. To the Knowledge of Sellers, the Sellers have complied in all material respects with all laws, rules, regulations, ordinances, orders, judgments and decrees relating to the hiring of employees and the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, collective bargaining and the withholding and payment of social security and other Taxes.

(b) Except as set forth on Section 2.24(a) of the Disclosure Schedules, with respect to the CIS Business and Polk Costa Rica to the Knowledge of Sellers, (i) neither of Sellers nor Polk Costa Rica is delinquent in payments to any of its employees for any wages, salaries, commissions, bonuses or other direct compensation for any services performed by them to date or amounts required to be reimbursed to such employees and, upon termination of the employment of any such employees, neither the Purchaser nor Sellers will by reason of anything done prior to the Closing be liable to any of such employees for severance pay or any other payments, (ii) there is no unfair labor practice complaint against the Sellers or Polk Costa Rica pending before the National Labor Relations Board or any other Governmental Regulatory Authority; (iii) there is no labor strike, material dispute, slowdown or stoppage actually pending or threatened against Sellers or Polk Costa Rica, (iv) no labor union currently represents the employees of the Sellers or of Polk Costa Rica and no labor union has taken any action with

respect to organizing the employees of Sellers, and (v) neither Seller nor Polk Costa Rica is a party to or bound by any collective bargaining agreement, union contract or similar agreement.

2.25. Suppliers and Customers. Section 2.25 of the Disclosure Schedules sets forth a true and complete list of (i) all Persons that individually accounted for more than ten percent (10%) of the Sellers' purchases with respect to the CIS Business during either of the fiscal years ended March 31, 1998 or 1999, and (ii) all customers that individually accounted for more than five percent (5%) of the gross revenues of Sellers with respect to the CIS Business during either of the fiscal years ended March 31, 1998 or 1999, indicating the amount and percentage of gross revenues for which each such customer was accountable.

2.26 Sufficiency of CIS Purchased Assets. The Sellers own or have the right to use all of the material CIS Purchased Assets and the CIS Purchased Assets constitute all of the material assets necessary for the conduct of the CIS Business (except for the Excluded Assets and the Shared Applications (as defined in Section 15.20)) as presently conducted by Sellers.

2.27 Year 2000 Issues. Except as set forth in Section 2.27 of the Disclosure Schedules, neither the Sellers nor the CIS Business suffered or sustained any loss or degradation in performance as a result of any product or service used by, or supplied or made available to, the CIS Business or Sellers, due to either (A) use of the product or service, or (B) use of data related to the product or service having dates on or about January 1, 2000 or any time after that date.

2.28 Excluded Assets. The assets listed in Section 2.28 of the Disclosure Schedules constitute a materially complete list of assets used in the CIS Business (other than the Shared Applications) which assets are both significant in the conduct of the CIS Business and do not constitute CIS Purchased Assets.

2.29 Products. To Seller's Knowledge, in the performance of its contracts and commitments for the provision of goods and services, the CIS Business has been in material conformity with all applicable contractual commitments and all express and implied warranties, excepting from the foregoing non-conformance which has not caused and is not likely to have caused a material and adverse effect and, to Seller's Knowledge, the CIS Business does not have any liability for replacement or repair thereof or other damages in connection therewith, other than that which is consistent with past experience or which would not have a material adverse Effect.

2.30 Accounts Receivable. All accounts receivable of Sellers related to the CIS Business and included in the CIS Purchased Assets which are included in the Final Working Capital Balance Sheet will have arisen from the sale of goods, products and services in the ordinary course of the CIS Business, to Seller's knowledge, and constitute the valid obligations of the relevant account debtor, subject in the aggregate to the reserve for doubtful accounts in the Final Working Capital Balance Sheet. To the Knowledge of Sellers, there is no contest, claim, defense or right of set-off in excess of any relevant reserve. Purchaser's sole remedy for any breach of this representation and warranty shall be pursuant to Section 4.15(c) hereof.

2.31 Costa Rica. That all amounts due and payable to the Costa Rican Government in respect of the employees of Polk Costa Rica have been paid in full.

2.32 Material Contracts. That the copy of each Material Contracts together with all amendments thereto which have been or in the future are supplied to the Parent were or will be full, accurate, and complete copies thereof in all material respects.

2.33 Benefit Plans. That the copies of the Benefit Plans which have been or in the future are supplied to the Parent were or will be full, accurate, and complete copies thereof in all material respects.

2.34 Polk Costa Rica Tax Returns. That the copies of all income tax returns for Polk Costa Rica which have been supplied or in the future are supplied to the Parent were or will be full, accurate, and complete copies thereof in all material respects.

### ARTICLE 3.

#### REPRESENTATIONS AND WARRANTIES OF PURCHASER AND PARENT

Purchaser and Parent hereby jointly and severally represent and warrant to each of the Sellers as of the date of this Agreement and as of the Closing Date as follows:

3.1. Existence of Purchaser. Each of Purchaser and Parent is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Each of Purchaser and Parent has the power and authority to enter into this Agreement and the Related Agreements to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Each of Purchaser and Parent is duly qualified, licensed or admitted to do business in each of the jurisdictions where the ownership, use or leasing of its assets and properties, or the conduct or nature of its business, makes such qualification, licensing or admission necessary, except where any failure to be so qualified, licensed or admitted would not have a material adverse effect on Purchaser or Parent.

3.2. Authority. The execution and delivery by each of the Purchaser and Parent of this Agreement and the Related Agreements to which it is a party, and the performance by Purchaser and Parent of their respective obligations hereunder and thereunder, have been duly and validly authorized by all necessary action on the part of the Purchaser and Parent, no other action on the part of Purchaser, Parent or their respective owners being necessary therefor. All acts or proceedings required to be taken by the Purchaser and Parent to authorize the execution, delivery and performance of this Agreement, the Related Agreements, and all transactions contemplated hereby and thereby have been duly and properly taken. This Agreement has been duly executed and delivered by Purchaser and Parent, and the Related Agreements, upon execution and delivery by Purchaser and Parent (as applicable), will be duly executed and delivered by Purchaser and

Parent and (assuming due execution and delivery hereof and thereof by Sellers) will be legal, valid and binding obligations of Purchaser and Parent enforceable against each of them in accordance with their respective terms.

3.3. No Conflicts. The execution and delivery by the Purchaser and Parent of this Agreement do not, and the execution and delivery by the Purchaser and Parent of the Related Agreements to which it is a party, the performance by Purchaser and Parent of their respective obligations under this Agreement and the Related Agreements and the consummation by the Purchaser and Parent of the transactions contemplated hereby and thereby will not:

(a) Conflict with or result in a violation or breach of the certificate of incorporation or bylaws the Purchaser or Parent;

(b) Conflict with or result in a violation or breach of any term or provision of any Law or Order applicable to the Purchaser or Parent or any of their respective assets and properties, other than such conflicts, violations or breaches (i) which would not adversely affect the validity or enforceability against Purchaser or Parent of this Agreement or any such Related Agreements or materially adversely affect the ability of the Purchaser or Parent to consummate the transactions contemplated hereby or thereby or to perform its obligations hereunder or thereunder, or (ii) as would occur solely as a result of the legal or regulatory status of any of the Sellers or any of their Affiliates; or

(c) Except as would not adversely affect the validity or enforceability against Purchaser or Parent of this Agreement or the Related Agreements to which it is a party or have a material adverse effect on the ability of the Purchaser or Parent to consummate the transactions contemplated hereby or thereby, (i) conflict with or result in a violation or breach of, (ii) constitute (with or without notice or lapse of time or both) a default under, (iii) require the Purchaser or Parent to obtain any consent, approval or action of, or exemption from, make any filing with or give any notice to any Person as a result or under the terms of, or (iv) result in the creation or imposition of any Encumbrance upon the Purchaser or Parent or any of their respective assets and properties under, any Contract or Permit to which the Purchaser or Parent is a party or by which any of their respective assets and properties are bound.

3.4. Governmental Approvals and Filings. No consent, approval or action of, filing with, notice to or exemption from any Governmental or Regulatory Authority on the part of the Purchaser or Parent is required in connection with the execution, delivery and performance of this Agreement or the Related Agreements to which either of them is a party or the consummation of the transactions contemplated hereby or thereby, except (i) where the failure to obtain any such consent, approval, action or exemption, to make any such filing or to give any such notice would not adversely affect the validity or enforceability against Purchaser or Parent of this Agreement or the Related Agreements or have an adverse effect on the ability of the Purchaser or Parent to consummate the transactions contemplated by this Agreement or any such Related Agreements or to perform their respective obligations hereunder or thereunder, (ii) those as would be required solely as a result of the legal or regulatory status of Sellers or their Affiliates, or (iii) the filing of requisite Notification and Report Form by Purchaser and Parent under the HSR Act and the expiration or early termination of the applicable waiting period.

3.5. Legal Proceedings. There are no Actions or Proceedings pending against the Purchaser or Parent, or to the Knowledge of Purchaser and Parent, threatened against the Purchaser or Parent, which could reasonably be expected to have a material adverse effect on the validity or enforceability of this Agreement or the Related Agreements to which either is a party or the ability of the Purchaser or Parent to perform their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or which could result in the issuance of an Order restraining, enjoining or otherwise prohibiting or making illegal the consummation of the transactions contemplated in this Agreement or the Related Agreements. There are no Orders outstanding against the Purchaser or Parent which have had or would reasonably be expected to have an adverse effect on the validity or enforceability of this Agreement or the Related Agreements to which either of them is a party or the ability of the Purchaser or Parent to perform their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby.

3.6. Brokers. Except for Bear Stearns, whose fees, commissions and expenses are the sole responsibility of Purchaser and Parent, no broker, finder or investment banker is entitled to any brokerage commission, finder's fee or similar payment in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of the Purchaser or Parent.

3.7. Intentionally Reserved.

3.8. Sophisticated Purchaser. Each of Purchaser and Parent is an informed and sophisticated purchaser, possesses such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the acquisition of the CIS Purchased Assets, the CIS Business and the assumption of the CIS Assumed Liabilities.

3.9. Investigation. Each of Purchaser and Parent has undertaken such investigation as it deems necessary or appropriate to enable it to make an informed and intelligent decision with regard to this Agreement and the transactions contemplated hereby.

3.10. No Other Representations or Warranties. Each of Purchaser and Parent acknowledges and agrees that, in entering into this Agreement, in acquiring the CIS Purchased Assets and the CIS Business, in assuming the CIS Assumed Liabilities, and in consummating the transactions contemplated hereby has relied and will rely solely upon its own investigation and analysis and the representations and warranties contained in this Agreement the Related Agreement, the other agreements being executed simultaneously herewith, the Assumption Instruments, and the other documents set forth in Section 6.2, 6.8, and 6.9, as well as the Consents/Waivers (as defined in Section 11.4(f)(and, without limiting the generality of the foregoing, not on any of the information learned or provided in connection with any presentation made by management or other Sellers Representatives, contained in any document provided to it, any projections or forecasts or otherwise, including but not limited to, the Selling Memorandum and no liability of Seller or Sellers Representatives shall be based thereon).

3.11 Intentionally Reserved.

(i) At the Closing and immediately following the consummation of the transactions contemplated in this Agreement, the Purchaser, Parent and Polk Costa Rica will each be Solvent after giving effect to (a) the transactions contemplated in this Agreement and the financing thereof and (b) any other transactions contemplated by Purchaser or Parent on or after such date which would be taken into account in determining whether any of the transactions contemplated hereby were invalid or illegal under, in violation of, or can be set aside or give rise to any award or damages, sanctions or other liability against the Sellers or any of the Sellers Representatives under, applicable bankruptcy, fraudulent conveyance, fraudulent transfer or distribution laws.

(ii) For purposes of this Agreement, "Solvent" means, with regard to any Person, that (1) the fair saleable value of the property of such Person is, on the date of determination, greater than the sum of (A) the total amount of liabilities (including contingent and unliquidated liabilities) of such Person as of such date and (B) the total amount that would be needed, if such Person were to be dissolved as of such date to satisfy the preferential rights upon dissolution of shareholders or other owners whose preferential rights are superior to those receiving a distribution under applicable law, (2) as of such date, such Person is able to pay all of its liabilities and debts as such liabilities and debts mature or become due in the usual course of business, (3) such Person does not have unreasonably small capital for conducting its business as presently conducted or as proposed to be conducted by such Person and its subsidiaries and (4) such Person does not intend to, nor does it believe that it will, incur debts beyond its ability to pay such debts as they mature. In computing the amount of contingent or unliquidated liabilities at any time, such liabilities will be computed as the amount which, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

3.13. Financing. Purchaser has sufficient funds to pay the Preliminary Purchase Price and the Final Purchaser Price or adequate committed financing for such payment.

3.14. Investment Intent. Purchaser is acquiring the Polk Costa Rica Shares for its own account, for investment purposes and not with a view to, or for sale in connection with, any resale or other distribution thereof, nor with any present intention of distributing or selling such shares. Purchaser acknowledges and agrees that the Polk Costa Rica Shares cannot be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of, and Purchaser will not sell, transfer, offer for sale, pledge, hypothecate or otherwise dispose of any of such shares, without registration under the 1933 Act and any other applicable state securities laws, except pursuant to an exemption from such registration under such acts and laws.

3.15. Accredited Investor. Each of Purchaser and Parent is an "accredited investor" as such term is defined in Rule 501(a)(3) of Regulation D under the 1933 Act. Each of Purchaser and Parent has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the proposed investment in the Costa Rica Shares. Each of Purchaser and Parent has had the opportunity to ask questions of the Sellers with respect to the



purchase of such shares and to receive such information from the Sellers regarding such purchase as it deemed necessary in making its purchase decision hereunder.

ARTICLE 4.

COVENANTS OF SELLERS

4.1. Regulatory and Other Approvals. Sellers shall take all commercially reasonable steps necessary or desirable, and use all commercially reasonable efforts, as promptly as possible to obtain all consents, approvals or actions of, to or from any Governmental or Regulatory Authorities or any other Person in connection with the transactions contemplated hereby, including those set forth in Sections 2.3 and 2.4 of the Disclosure Schedules (it being understood that any Affiliates thereof shall be required to (i) divest of any material property or asset or (ii) substantially modify the manner in which it conducts its business as part of such steps) and provide such other information and communications as such Governmental Authorities or other Persons as such Governmental Authorities or other Persons may reasonably request in connection therewith. Sellers shall provide prompt notification to Purchaser when any such approval, action, filing or notice is obtained, taken, made or given, as applicable, and shall advise Purchaser of any communications (and, unless precluded by Law, provide copies of any such communications that are in writing) with any Governmental or Regulatory Authority or other Person regarding any of the transactions contemplated hereby.

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*excludes Hubbinson*

4.2. HSR Filings. In addition to and not in limitation of Sellers' covenants contained in Section 4.1, Sellers shall (a) take promptly all actions necessary to make the filings required of Sellers under the HSR Act with respect to the transactions contemplated by this Agreement, (b) comply at the earliest practicable date with any request for additional information received by Sellers from the FTC or the Antitrust Division pursuant to the HSR Act with respect to the transactions contemplated by this Agreement, and (c) cooperate with Purchaser in connection with Purchaser's filing under the HSR Act and in connection with resolving any investigation or other inquiry concerning the transactions contemplated by this Agreement commenced by either the FTC or the Antitrust Division or state attorneys general (it being understood that neither Seller nor any Affiliates thereof shall be required to (i) divest of any material property or asset or (ii) substantially modify the manner in which it conducts its business as part of such steps). Parent shall pay the HSR Filing Fee.

4.3. Investigation of Business; Access to Properties and Records. Sellers shall (a) afford to Purchaser, Parent and their financing sources, and their respective officers, employees, counsel, accountants and financial advisors (collectively, the "Purchaser Representatives") and only them reasonable access to the offices, plants, properties, and books and records of Polk

Costa Rica and of the Sellers relating to the CIS Business during normal business hours, in order that Purchaser and Parent may have full opportunity to make such investigations of the CIS Business, the CIS Purchased Assets, the CIS Assumed Liabilities and other matters related hereto and thereto as Purchaser or Parent shall reasonably request (provided, however, that such investigation shall be upon reasonable notice and shall not unreasonably disrupt the personnel and operations of the Sellers or Polk Costa Rica), and (b) furnish Purchaser, Parent and the Purchaser Representatives and only them with all such information concerning the CIS Business, the CIS Purchased Assets and the CIS Assumed Liabilities as Purchaser, Parent or a Purchaser Representative may reasonably request in connection with such investigation, except to the extent that furnishing any such information or data would violate any Law, Order, Contract or Permit applicable to a Seller or Polk Costa Rica or by which a Seller's or Polk Costa Rica's assets and properties are bound.

4.4. Conduct of Business. Sellers jointly and severally, covenant and agree that, except as may otherwise be provided in this Agreement, without the prior written consent of Parent, between the date of this Agreement and the Closing Date:

(A) Business in the Ordinary Course.

Sellers will use reasonable efforts to conduct and will use reasonable efforts to cause the CIS Business and that of Polk Costa Rica to be conducted, only in the ordinary and usual course and consistent with prior practices, without the creation of any Funded Indebtedness which would be an Assumed Liability or a Liability of Polk Costa Rica on the Closing Date. Without limiting the generality of the foregoing:

(a) Sellers will not, and Seller will use reasonable efforts to cause Polk Costa Rica to not, enter into any material contracts, agreements or other arrangements in connection with the CIS Business or the business of Polk Costa Rica except in the ordinary course of business at prices and on terms consistent with the prior operating practices of the CIS Business and of Polk Costa Rica, as relevant.

(b) In addition to (a) above, in relation to the CIS Business, Sellers will not enter into any contracts, agreements or other arrangements to provide, sell, distribute or supply goods or services to any customer or any third party except in the ordinary course of the CIS Business at prices and on terms consistent with the prior operating practices of the CIS Business.

(c) In addition to (a) above, contracts or commitments of the CIS Business for the purchase of services and supplies will be entered into only in the ordinary and regular course of business to enable the CIS Business to conduct their normal business operations.

(d) Sellers will use reasonable efforts to maintain, preserve and protect all material CIS Business assets in good condition, except for ordinary wear and tear and damage by fire or other casualty; and Sellers will maintain in full force and effect all insurance policies

referred to in Section 2.14 or other insurance reasonably equivalent to the insurance maintained by Sellers as set forth therein.

(e) The books, records and accounts of the CIS Business and Polk Costa Rica will be maintained in the usual, regular and ordinary course of business on a basis consistent with prior practices and financial statements prepared by the Sellers similar to those referenced in Section 2.6 will be prepared in accordance with GAAP.

(f) Sellers will use reasonable efforts to preserve the CIS Business, to keep available the services of the CIS Business present employees (subject to terminations by Sellers in the ordinary course of Business), to preserve the goodwill of the CIS Business suppliers, customers and others having business relations with the CIS Business, and if so requested by Parent, to assist Parent in retaining the services of key employees and agents of the CIS Business after the Closing Date on terms reasonably satisfactory to Parent.

(B) No Material Changes.

No action will be taken by Sellers which will materially alter the organization, capitalization, or financial structure, practices or operations of Polk Costa Rica. Without limiting the generality of the foregoing:

(a) No change will be made in the articles of Incorporation, bylaws or policies of Sellers or Polk Costa Rica in any way that would have an effect on the CIS Business.

(b) No change will be made in the authorized or issued capital of Polk Costa Rica.

(c) Subject to Section 4.7 hereof, neither Seller will issue or grant any right or option to purchase or otherwise acquire any of the capital of Polk Costa Rica.

(d) No dividend or other distribution or payment will be declared or made with respect to any capital of Polk Costa Rica, and Sellers will not, directly or indirectly, redeem, purchase or otherwise acquire any capital of Polk Costa Rica.

(e) Neither Sellers nor Polk Costa Rica will liquidate, wind up, or voluntarily declare bankruptcy or seek the appointment of a receiver, trustee or custodian.

(C) Compensation.

No increase will be made in the compensation payable or to become payable to any director, officer, employee or agent of the CIS Business and no bonus or profit-quota payment or other arrangement (whether current or deferred) will be made to or with such relevant director, officer, employee or agent other than in the ordinary course of business and consistent with past practice. No officer, director or employee will be hired, and no consultant or agent will be retained, by the CIS Business at a salary or fee in excess of \$100,000 per annum (in the case of consultants) and \$75,000 per annum (in all other cases) unless the Parent consents which consent shall not be unreasonably withheld.

4.5. Certain Restrictions. From the date hereof to the Closing, except as otherwise provided for or contemplated herein or otherwise approved in writing by Purchaser, the Sellers shall not take any of the actions described in the second sentence of Section 2.20 or take any material action or fail to take any reasonable action which is intended to cause any representation or warranty of Sellers to cease to be true or accurate in any material respect or that could prevent the performance of any material covenant of the Sellers or the satisfaction of any condition to the obligations of any of the parties hereto.

4.6. Fulfillment of Conditions. Sellers shall take all commercially reasonable steps necessary or desirable and proceed diligently and in good faith to satisfy each condition within its reasonable control to the obligations of the parties hereto contained herein and shall not take or fail to take any action that could reasonably be expected to result in the nonfulfillment of any such condition (it being understood that neither Seller nor any Affiliates thereof shall be required to (i) divest of any material property or asset or (ii) substantially modify the manner in which it conducts its business as part of such steps). Without limitation as to the foregoing, Sellers further covenant and agree, with respect to any threatened or pending preliminary or permanent injunction or other order, decree or ruling or statute, rule, regulation or executive order that would have an adverse effect on the ability of the parties hereto to consummate the transactions contemplated hereby, to use all commercially reasonable efforts to prevent the entry, enactment or promulgation thereof, as the case may be.

4.7. Acquisition Proposals. Unless and until this Agreement shall be terminated pursuant to Article 13 hereof, Sellers will not, and will not authorize any of the officers, directors or employees of the Sellers or any investment banker, financial advisor, attorney, accountant or other representative retained or engaged by either of the Sellers to, solicit the making of, enter into or continue discussions concerning, or agree to any Acquisition Proposal (as defined below), or provide third parties with any nonpublic information relating to any such proposal, except that Sellers may advise any Person making any such proposal that Sellers cannot discuss the proposal due to the pendency of the transactions contemplated herein. Nothing contained in this Agreement shall prohibit Sellers (or any investment banker, financial advisor, attorney, accountant or other representative retained by either Seller) from doing or taking action with respect to any of the foregoing matters if the Board of Directors of RLP, after consultation with and receiving the advice of its legal counsel and financial advisers, determines in good faith that any such action is necessary or required for the Board of Directors to comply with its fiduciary duties under applicable Law. Subject to the preceding sentence and the provisions of Section 13.3, Sellers may approve any Acquisition Proposal and may terminate this Agreement. If the Sellers have not exercised their rights under the preceding sentence to terminate this Agreement on or before May 1, 2000, then the right to terminate this Agreement by the Sellers pursuant to said sentence shall terminate and be of no further force and effect as of said date. As used in this Agreement, "Acquisition Proposal" shall mean any firm offer for the acquisition of the CIS Business (or any portion thereof) other than the transactions contemplated or permitted by this Agreement which the Board of Directors of the Sellers is willing to accept (subject to negotiation of final documentation, a provision such as that contained in this Section, and shareholder approval). For clarification, the term Acquisition Proposal shall not apply to, or include, any proposal for the acquisition of a Seller or any business or assets of Sellers or any of their Affiliates other than the CIS Business (or any portion thereof). Sellers acknowledge and confirm

to Parent that they have affirmatively terminated all discussions with other Persons regarding a sale or proposed sale or disposal of the CIS Business and that they as of the date hereof have legally enforceable obligation to, or obligation under a Contract with, any other Person (other than pursuant hereto) to sell, or offer to sell, all or any portion of the CIS Business other than in the ordinary course of business.

4.8. Master Licensing Agreement, Transition Services Agreement and Polk Costa Rica Release.

(a) At the Closing, Sellers shall execute and deliver the Master Licensing Agreement.

(b) At the Closing, Sellers shall execute and deliver a transition services agreement in mutually agreed form and addressing, among others as may be agreed by the parties, those matters set forth in the attached Exhibit B (the "Transition Services Agreement").

(c) At the Closing, TPC shall cause Polk Costa Rica to execute and deliver the Release in substantially the form attached hereto as Exhibit C (the "Polk Costa Release").

4.9. Non-Competition Agreement.

(i) Sellers agree that, for a period of eight (8) years after the Closing, none of them nor any Affiliate will, directly or indirectly, engage in, or acquire control of more than a five percent (5%) interest in any business engaged in the development, manufacture or sale of products or services anywhere in the United States and Canada that competes directly with any line of the CIS Business as conducted by Sellers as of the Closing Date, provided, however, that

(x) Sellers and their Affiliates shall be permitted to continue to engage in and acquire control of any other business engaged in the Global Transportation Business, the Carfax Business and the GDT Business whether or not any such business competes directly with any line of the CIS Business in the United States and Canada as conducted by Sellers as of the Closing Date; and

(y) if any of the Sellers or any Affiliate acquires control of any business engaged in the development, manufacture or sale of products or services in North America (other than one engaged in the Global Transportation Business, the Carfax Business or the GDT Business) that competes directly with the CIS Business, Sellers or any such Affiliate shall not be in violation of the covenant contained in this clause (i) if Sellers or such Affiliate divests (or closes down or ceases to operate) the portion of such business which develops, manufactures or sells products or services in the United States and Canada that competes directly with any line of the CIS Business as promptly as practicable and in any event no later than eighteen (18) months following such acquisition.

(ii) Each Seller agrees that Purchaser has invested and will invest substantial time and effort in acquiring and maintaining its workforce. Accordingly, each Seller agrees that for a period of two (2) years following the Closing Date, such Seller shall not knowingly hire

away, or cause any other Person to hire away, any employee of the CIS Business that becomes an employee earning more than \$60,000 from the Purchaser on the Closing Date, nor knowingly solicit such employee to leave their employment with Purchaser.

(iii) Each Seller acknowledges that in the event of its breach of the foregoing covenant, money damages would be an inadequate remedy. Accordingly, and notwithstanding any other provision of this Agreement, without prejudice to the rights of Purchaser to seek such damages or other remedies available to it, Purchaser may seek injunctive or other equitable relief in any proceeding which Purchaser may bring to enforce the foregoing covenant not to compete on its express and explicit terms. In the event of any breach by one or more Sellers of any provision of this Section 4.9, the running of the period of restriction shall be automatically tolled and suspended with respect to such Seller(s) from and after the date upon which Purchaser notifies such Seller(s) of such breach, and shall automatically recommence when such breach is remedied in order that Purchaser shall receive the full benefit of the compliance of each Seller with each of the provisions of this Section 4.9.

(iv) Sellers and Purchaser agree that, if any provision of this Section 4.9 should be adjudicated to be invalid or unenforceable, such provision shall be deemed deleted herefrom with respect, and only with respect, to the operation of such provision in the particular jurisdiction in which such adjudication was made; provided, however, that to the extent any such provision may be made valid and enforceable in such jurisdiction by limitations on the scope of the activities, geographical area or time period covered, Sellers and Purchaser agree that such provision instead shall be deemed limited to the extent, and only to the extent, necessary to make such provision enforceable to the fullest extent permissible under the Laws applied in such jurisdiction.

(v) None of the provisions of this Section 4.9 shall apply to any other products, services or businesses of either of the Sellers or any of their Affiliates, which products and services Sellers and/or their Affiliates shall be permitted to continue to design, develop, manufacture and sell or, at any of their discretion, transfer the ownership of business and/or assets associated with said products to any other Person. None of the provisions of this Section 4.9 shall apply to any Affiliate of Sellers from and after the time that such Person shall no longer be an Affiliate of Sellers nor shall the provisions of this Section 4.9 apply to any Person that becomes an Affiliate of Sellers at any time at or following a change in control of any of the Sellers. For purposes hereof, a change in control of RLP shall be deemed to occur upon the occurrence of any event or circumstance in which the ownership or power, direct or indirect, to direct or cause the direction of the management and policies of RLP, whether by contract or otherwise, shall be held or exercised by any Person other than Stephen R. Polk and/or members of his family (or trusts for their benefit) and a change in control of TPC shall be deemed to occur upon the occurrence of any event or circumstance in which TPC shall not be an Affiliate of RLP.

4.10. Update of Disclosure Schedules. Between the date of this Agreement and the Closing Date, Sellers will from time to time give notice to Purchaser of any facts, events, conditions, circumstances or information that they become aware of that cause any representation or warranty set forth in Article 2 to be or become untrue in any material respect, whether as of the date of this Agreement or the Closing Date ("New Facts"). The disclosure of New Facts by

the Sellers pursuant to this Section 4.10 shall be deemed to modify each and every one of the representations and warranties of the Sellers under this Agreement as of the date of this Agreement and the Closing Date.

4.11. Change Name of Polk Costa Rica. Prior to the Closing, TPC shall cause Polk Costa Rica to change its name to another name not including the word "Polk" which name is reasonably satisfactory to Purchaser.

4.12. Confidentiality. Sellers will treat and hold as such any of the Confidential Information and refrain from using any of the Confidential Information except in connection with this Agreement and except in a manner as will not constitute a breach of Seller's covenants in Section 4.9. In the event that Sellers are requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process) to disclose Confidential Information, Sellers will, to the extent not prohibited by Law or legal process, immediately notify Purchaser of the request or requirement so that Purchaser may seek an appropriate protective order or waive compliance with the provisions of this Section 4.12, Seller shall make reasonable efforts to cooperate with Purchaser, at Purchaser's expense, to maintain the Confidential Information. If, in the absence of a protective order or the receipt of a waiver hereunder, Sellers are, in their good faith judgment, compelled to disclose any Confidential Information, Sellers may disclose the Confidential Information. Sellers may disclose Confidential Information in the event that the Sellers shall determine in good faith that under applicable Law that such disclosure is required. For purposes of the foregoing sentence applicable Law shall not include the Securities Act of 1933 or the Securities Exchange Act of 1934. In the event that applicable Law requires the disclosure of any Confidential Information, Sellers shall give immediate notice thereof to the Purchaser and cooperate with the Purchaser in seeking to maintain the obligations of the Sellers set forth in this Section. For purposes hereof, Confidential Information means and includes only items which constitute Purchased Assets hereunder and which also constitute trade secrets under the Michigan Trade Secret Act, Georgia law and under federal law and Confidential Information shall in no event include any information (a) used by Sellers in any business other than solely in the CIS Business, or (b) any information that is available to any Person other than an Affiliate of a Seller on a non-confidential basis. This provision shall be ineffective if the Closing does not occur

4.13. Stockholder Meeting. Subject to its fiduciary duties under applicable Laws, RLP shall duly call and hold a meeting of its stockholders prior to the Closing for the purposes of considering and voting upon a proposal to approve, or shall otherwise take such action as is permitted in order to seek the approval of its shareholders of, the transactions contemplated by this Agreement.

4.14. Hutchinson Option. Sellers hereby agree that if the Closing has occurred RLP shall sell, transfer and assign to Parent or its designee ("Hutchinson Purchaser") the Hutchinson Assets on terms and conditions to be negotiated subject to the following: (a) the purchase price for the Hutchinson Assets is to be \$1.00, (b) the terms and conditions of the purchase shall not cause either of the Sellers to have unreasonable liabilities or obligations either before or after the sale described herein (the "Hutchinson Sale"), (c) the name of the Hutchinson Purchaser shall be disclosed in writing to the Sellers not less than 30 days prior to the proposed date of the

Hutchinson Sale (but the Purchasers may change the name of the Hutchinson Purchaser from time to time so long as there is only one Hutchinson Purchaser at a time), (d) the Hutchinson Sale must occur on or before May 31, 2000 (unless prior thereto Purchaser has undertaken in writing to the Sellers that it will, or another Person to which it assigns its rights hereunder will, exercise Purchaser's rights hereunder, in which case the foregoing date of May 31, 2000 shall be extended to December 31, 2000) or all rights and obligations under this Section 4.14 shall expire on May 31, 2000 (or December 31, 2000 if the May 31, 2000 date is extended in accordance herewith) and be null, void, and of no further effect, (e) title to the real estate shall be conveyed by quit-claim deed, and (f) if the Hutchinson Purchaser is not a Purchaser hereunder, the Hutchinson Purchaser prior to the occurrence of the Hutchinson Purchase must present to the Sellers a fully executed and enforceable contract with the actual Purchaser hereunder pursuant to which the actual Purchaser agrees for a period of not less than one (1) year (but which contract may be terminated after notice of termination has been given by a party thereto that the contract will be terminated 65 days after said notice is received by the other party to the contract, but no such termination may be effective during the first six (6) months of the contract) to buy from the Hutchinson Purchaser printing services on an annualized basis not significantly less than the printing services rendered by the Hutchinson Business for the 12 months ending on March 31, 2000. If Parent or Hutchinson Purchaser shall not have consummated the Hutchinson Sale on or before May 31, 2000, or if extended to December 31, 2000 then Parent will enter into an outsourcing agreement for City Directory printing services in terms and conditions to be negotiated subject to the following: (a) the price for such printing services shall not exceed Sellers total costs to operate the Hutchinson facility, (b) the term shall be for a period ending on May 31, 2001, (c) notwithstanding the preceding (b), Parent may terminate such agreement effective as of November 30, 2000 by delivering written notice of termination to Sellers on or before September 20, 2000, and (d) such other terms and conditions as the parties shall mutually agree.

#### 4.15 Collection of Receivables.

(a) Each Seller hereby grants to Purchaser the power, right and authority, coupled with an interest, but only during the Collection Period (as defined below), to receive, endorse, cash, deposit, and otherwise deal with, in the name of Seller and in a manner consistent with this Section 4.15, any checks, drafts, documents, and instruments (each an "Instrument") evidencing payment of the Receivables (as defined below) which are payable to, payable to the order of, or endorsed in favor of Seller. Purchaser shall only have the right to endorse the name of such Seller on an Instrument if it receives full value for such Instrument. To the extent possible, Purchaser shall endorse all of the foregoing without recourse. Any such endorsement of a Seller's name shall be deemed to be without recourse as to Purchaser and Purchaser's rights shall be solely as set forth in this Section. If as a result of any such endorsement a Seller incurs liability on such Instrument, then, to the extent that the Purchaser received value on such Instrument, Purchaser shall remit to Seller such value.

(b) Prior to the Closing, Sellers shall provide Purchaser an interim schedule describing in reasonable detail each of the accounts receivable existing as of ten (10) days prior to the date of such schedule showing in reasonable detail each of the accounts receivable which



would constitute CIS Purchased Assets if the Closing occurred on the date of such schedule. Purchaser shall have the right during the 270 day period immediately following the Closing (the "Collection Period") to notify the account debtors of the accounts receivable which constitute CIS Purchased Assets (the "Receivables") to direct payment to such place as Purchaser shall from time to time designate. Notwithstanding anything in this Section 4.15 to the contrary, Purchaser shall not compromise any Receivable without the written approval of Sellers. Any payments received from any customer shall be applied to the invoice to which such payments correspond, provided that if such payments are not made on account of one or more specific invoices, they shall be applied to the oldest receivable(s) of that customer.

(c) Purchaser shall use commercially reasonable collection efforts to collect any Receivables (which shall include sending invoices and other notices of amounts due, but shall not include the use of outside collection services). Within ten days after the end of each one month period during the Collection Period, Purchaser shall provide Sellers a report identifying the Receivables collected pursuant to this Section 4.15. During the Collection Period, Purchaser shall have the exclusive right to collect the purchased Receivables and Sellers shall not, directly or indirectly, engage in any collection efforts with respect to the purchased Receivables other than with respect to receivables the collection of which has been relinquished by Purchaser to Sellers.

(d) Contemporaneously with the payment set forth in Section 4.15(e) below, any Receivables (the "Reconveyed Accounts") which are not collected by Purchaser within the Collection Period shall be sold, transferred and conveyed by the Purchaser for the consideration set forth in Section 4.15(e) free and clear of any encumbrances created by or arising as a result of ownership thereof by the Purchaser to Sellers within five Business Days after the expiration of the Collection Period, and Purchaser shall execute and deliver to Sellers any instruments of reconveyance reasonably requested by Sellers to effect such transfer, with warranty of title (except such conveyance may except any defect in title which results from failure of Sellers to give the Purchaser title on the Closing Date) but without any warranty of collectibility and shall give to the Sellers records relating to the Reconveyed Accounts. Thereafter, Seller shall have sole authority to collect such accounts receivable for Seller's own account and to retain any amounts received. If Purchaser should thereafter receive a payment on a Reconveyed Receivable, Purchaser shall immediately remit such payment (endorsed without recourse if necessary) to the Seller. In addition, at Seller's expense, Purchaser shall provide Seller with any assistance reasonably requested in collecting any such Reconveyed Accounts. Notwithstanding anything contained in this Agreement to the contrary, Purchaser's sole remedy for any breach of the representation and warranty set forth in Section 2.30 shall be to exercise its rights under this Section 4.15.

(e) If the total amount collected by Purchaser with respect to the Purchased Receivables during the Collection Period is less than the amount of accounts receivable reflected on the Final Working Capital Schedule less all reserves for doubtful accounts set forth therein (the "Receivables Amounts"), and conditioned on Purchaser fulfilling its obligations set forth in this Section 4.15 above, Seller shall pay to Purchaser, within five Business Days after the end of the Collection Period and after written demand therefore, an amount equal to the difference

between the Receivables Amount and the actual amount collected by Purchaser during the Collection Period. At Seller's request Purchaser shall supply Seller with records supporting its demand.

## ARTICLE 5.

### COVENANTS OF PURCHASER

5.1. Regulatory and Other Approvals. Purchaser and Parent shall (a) take all commercially reasonable steps necessary or desirable, and proceed diligently and in good faith and use all commercially reasonable efforts, as promptly as practicable to obtain all consents, approvals or actions of, to make all filings with and to give all notices to any Governmental or Regulatory Authority or any other Person required of Purchaser or Parent to consummate the transactions contemplated hereby (it being understood that none of Purchaser, Parent nor any Affiliate thereof shall be required to (i) divest any material property or asset or (ii) substantially modify the manner in which it conducts its business as part of such steps) and (b) provide such other information and communications to such Governmental or Regulatory Authority or other Persons as such Governmental or Regulatory Authority or other Persons may reasonably request in connection therewith. Purchaser and Parent shall provide prompt notification to the Sellers when any such consent, approval, action, filing or notice referred to in clause (a) of the immediately preceding sentence is obtained, taken, made or given, as applicable, and shall advise Sellers of any communications (and, unless precluded by Law, provide copies of any such communications that are in writing) with any Governmental or Regulatory Authority or other Person regarding any of the transactions contemplated by this Agreement.

5.2. HSR Filings. In addition to and without limiting Purchaser's and Parent's covenants contained in Section 5.1, Purchaser and Parent shall (a) take promptly all actions necessary to make the filings required of Purchaser or Parent under the HSR Act with respect to the transactions contemplated by this Agreement, (b) comply at the earliest practicable date with any request for additional information received by Purchaser, Parent or their respective Affiliates from the FTC or the Antitrust Division pursuant to the HSR Act with respect to the transactions contemplated by this Agreement, and (c) cooperate with Sellers in connection with Sellers' filing under the HSR Act and in connection with resolving any investigation or other inquiry concerning the transactions contemplated by this Agreement commenced by either the FTC or the Antitrust Division or state attorneys general (it being understood that none of Purchaser, Parent nor any Affiliate thereof shall be required to (i) divest any material property or asset or (ii) substantially modify the manner in which it conducts its business as part of such steps).

5.3. Fulfillment of Conditions. Purchaser and Parent shall take all commercially reasonable steps necessary or desirable and proceed diligently and in good faith to satisfy each condition within its reasonable control to the obligations of the parties hereto contained herein and shall not take or fail to take any action that could reasonably be expected to result in the nonfulfillment of any such condition (it being understood that none of the Sellers, Parent nor any Affiliate thereof shall be required to (i) divest any material property or asset or (ii) substantially modify the manner in which it conducts its business as part of such steps). Without limitation as

to the foregoing, Purchaser and Parent further covenant and agree, with respect to any threatened or pending preliminary or permanent injunction or other order, decree or ruling or statute, rule, regulation or executive order that would have an adverse effect on the ability of the parties hereto to consummate the transactions contemplated hereby, to use all reasonable efforts to prevent the entry, enactment or promulgation thereof, as the case may be.

5.4. Master Licensing Agreement, Transition Services Agreement and Polk Costa Rica Release . At the Closing, Purchaser and Parent shall execute and deliver the Master Licensing Agreement, the Transition Services Agreement and the Polk Costa Rica Release and immediately following Closing Purchaser shall, as the sole shareholder of Polk Costa Rica, ratify and shall cause its nominees as directors of Polk Costa Rica to ratify, each of such agreements and instruments.

5.5. Non-Solicitation Agreement.

(i) Intentionally Omitted.

(ii) Purchaser and Parent agree that Sellers have and will invest substantial time and effort in acquiring and maintaining their workforce. Accordingly, Purchaser and Parent agree that for a period of two (2) years following the Closing Date, neither shall, and they will cause PCMSI to not, knowingly hire away, or cause any other Person to hire away, any employee earning more than U.S. \$100,000 annually of Seller or their Affiliates, nor knowingly solicit any such executive to leave their employment with Sellers or any of its Affiliates.

(iii) Purchaser and Parent each acknowledges that in the event of its breach of the foregoing covenant, money damages would be an inadequate remedy. Accordingly, and notwithstanding any other provision of this Agreement, without prejudice to the rights of Sellers to seek such damages or other remedies available to it, Sellers may seek injunctive or other equitable relief in any proceeding which Sellers may bring to enforce the foregoing covenant on its express and explicit terms. In the event of any breach by Purchaser or Parent of any provision of this Section 5.5, the running of the period of restriction shall be automatically tolled and suspended from and after the date upon which Sellers notify such Purchaser and Parent of such breach, and shall automatically recommence when such breach is remedied in order that Sellers shall receive the full benefit of the compliance of Purchaser and Parent with each of the provisions of this Section 5.5.

(iv) Sellers, Purchaser and Parent agree that, if any provision of this Section 5.5 should be adjudicated to be invalid or unenforceable, such provision shall be deemed deleted herefrom with respect, and only with respect, to the operation of such provision in the particular jurisdiction in which such adjudication was made; provided, however, that to the extent any such provision may be made valid and enforceable in such jurisdiction by limitations on the scope of the activities, geographical area or time period covered, Sellers, Purchaser and Parent agree that such provision instead shall be deemed limited to the extent, and only to the extent, necessary to make such provision enforceable to the fullest extent permissible under the Laws applied in such jurisdiction.

5.6 Polk Costa Rica. Except as provided in a Related Agreement, Purchaser and Parent agree that they shall cause Polk Costa Rica to never use a name, trademarks, or service marks containing the word "Polk" in it and never assign, convey, or otherwise transfer any rights, if any, which it may have in the name "Polk" other than use of the name "Polk City Directory".

## ARTICLE 6.

### CONDITIONS TO OBLIGATIONS OF PURCHASER

The obligations of Purchaser hereunder to purchase the CIS Purchased Assets and to assume and agree to pay, perform and discharge the CIS Assumed Liabilities, are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in whole or in part by Purchaser in its sole discretion):

6.1. Representations and Warranties. The representations and warranties made by Sellers in this Agreement shall be true and correct in all significant respects on the date of this Agreement and on the Closing Date, except to the extent that the representations and warranties were made as of a specified date (and as to such representations and warranties the same continue on the Closing Date to have been true as of the specified date).

6.2. Performance. Sellers shall have performed and complied in all significant respects with the agreements, covenants and obligations required by this Agreement to be so performed or complied with by Sellers at or before the Closing.

6.3. Certificates. Sellers shall have delivered to Purchaser a certificate, dated the Closing Date and executed on behalf of the Sellers by the Presidents or any Senior Vice President of the Sellers, substantially in the form and to the effect of Exhibit G hereto, and a certificate, dated the Closing Date and executed by the Secretaries or any Assistant Secretaries of the Sellers, substantially in the form and to the effect of Exhibit H hereto.

6.4. Orders and Laws. There shall not be in effect on the Closing Date any Order restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement or any of the Related Agreements.

6.5. Regulatory Consents and Approvals. All consents, approvals and actions of, filings with, notices to and exemptions from any Governmental or Regulatory Authority (including those listed in Section 2.4 of the Disclosure Schedules) which are necessary to permit Purchaser and Sellers to perform their respective obligations under this Agreement and the Related Agreements and to consummate the transactions contemplated hereby and thereby shall have been duly obtained, made or given and shall be in full force and effect, and all terminations or expirations of waiting periods imposed by any Governmental or Regulatory Authority necessary for the consummation of the transactions contemplated by this Agreement and the Related Agreements, including those applicable under the HSR Act, shall have occurred.

6.6. Third Party Consents. The consents (or waivers in lieu thereof) of all other Persons listed in Section 6.0 of the Disclosure Schedules shall have been obtained (subject to the

qualifications set forth on Section 6.6 of the Disclosure Schedules), shall be in form and substance reasonably acceptable to Purchaser, and shall be in full force and effect.

6.7. Deliveries. Sellers shall have delivered to Purchaser the Assignment Instruments.

6.8. Legal Opinion. Sellers shall have furnished Purchaser with a favorable opinion, dated the Closing Date, of Miller, Canfield, Paddock and Stone, P.L.C., counsel for the Sellers, addressed to Purchaser and its lenders for the transactions contemplated herein, in the form and substance as mutually agreed to by Purchaser and Sellers.

6.9. Related Agreements. Sellers and Polk Costa Rica shall have executed and delivered the Master Licensing Agreement, the Transition Services Agreement, the Polk Costa Rica Release, and the other Related Agreements to which each is a party and the same shall be in full force and effect.

6.10. Satisfaction of the Polk Canada Purchase Agreement Conditions. The conditions precedent set forth in Articles 6 and 7 of the Polk Canada Purchase Agreement shall have been satisfied and the Closing of the transactions set forth in the Polk Canada Purchase Agreement shall occur simultaneously with the Closing of the transactions contemplated under this Agreement.

6.11. Trademark Assignment Agreement . The Sellers a party thereto shall have executed and delivered, and shall have caused their Affiliates which are to be a party thereto to have executed and delivered, Trademark Assignment Agreement and the Trademark Transition Agreement.

## ARTICLE 7.

### CONDITIONS TO OBLIGATIONS OF SELLERS

The obligations of Sellers hereunder to sell the CIS Purchased Assets are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in whole or in part by the Sellers in their sole discretion):

7.1. Representations and Warranties. The representations and warranties made by Purchaser in this Agreement shall be true and correct in all significant respects on and as of the date of this Agreement and the Closing Date.

7.2. Performance. Purchaser shall have performed and complied in all significant respects with the agreements, covenants and obligations required by this Agreement to be so performed or complied with by Purchaser at or before the Closing.

7.3. Certificates. Purchaser shall have delivered to Sellers certificates, dated the Closing Date and executed on their behalf by the President or any Vice President of Purchaser and Parent, substantially in the form and to the effect of Exhibit J hereto, and a certificate, dated

the Closing Date and executed by the Secretary or any Assistant Secretary of Purchaser and Parent, substantially in the form and to the effect of Exhibit K hereto.

7.4. Orders. There shall not be in effect on the Closing Date any Order restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement or any of the Related Agreements.

7.5. Regulatory Consents and Approvals. All consents, approvals and actions of, filings with and notices to any Governmental or Regulatory Authority (including those listed in Section 2.4 of the Disclosure Schedules), which are necessary to permit Sellers and Purchaser to perform their respective obligations under this Agreement and the Related Agreements and to consummate the transactions contemplated hereby and thereby shall have been duly obtained, made or given and shall be in full force and effect, and all terminations or expirations of waiting periods imposed by any Governmental or Regulatory Authority necessary for the consummation of the transactions contemplated by this Agreement and the Related Agreements, including under the HSR Act shall have occurred.

7.6. Third Party Consents. The consents (or waivers in lieu thereof) listed in Section 6.6 of the Disclosure Schedules (subject to the qualifications set forth on Section 6.6 of the Disclosure Schedules), shall have been obtained and shall be in full force and effect.

7.7. Deliveries. Purchaser shall have delivered to the Sellers the Assumption Instruments.

7.8. Legal Opinion. Purchaser shall have furnished Sellers with a favorable opinion, dated the Closing Date, of Kilpatrick Stockton LLP counsel for the Purchaser and Parent, addressed to Sellers, in the form and substance as mutually agreed to by Purchaser and Sellers.

7.9. Related Agreements. Purchaser shall have executed and delivered, and shall have caused its Affiliates who are to be parties thereto to have executed and delivered, the Master Licensing Agreement, the Transition Services Agreement, the Polk Costa Rica Release and the other Related Agreements to which it is a party and the same shall be in full force and effect.

7.10. Satisfaction of the Polk Canada Purchase Agreement. The conditions precedent set forth in Articles 6 and 7 of the Polk Canada Purchase Agreement shall have been satisfied and the Closing of the transactions set forth in the Polk Canada Purchase Agreement shall occur simultaneously with the Closing of the transactions contemplated under this Agreement.

7.11. Stockholder Approval. The RLP stockholders shall have duly approved the transactions contemplated by this Agreement pursuant to Section 4.13.

7.12. Trademark Assignment Agreement. The Purchasers shall have executed and delivered, or shall have caused its Affiliates which are to be a party thereto to have executed and delivered, the Trademark Assignment Agreement, the Parent shall have executed and delivered the Guarantee if required hereunder, and the requirements of Section 5.20 for assignment shall have been met if relevant

## ARTICLE 8.

### TRANSFER TAXES

8.1. Transfer Taxes. Purchaser shall file all Tax Returns and pay all-Taxes shown as due thereon with respect to all Transfer Taxes for which Purchaser and/or Sellers may be held responsible. Subject to the next sentence, Purchaser shall indemnify, defend and hold Sellers and their Affiliates harmless for any Transfer Taxes arising out of or in connection with the transactions effected pursuant to this Agreement or any Related Agreement. Sellers agree that upon receipt of written demand (with reasonable detail supporting such demand) therefore from Purchasers, Sellers shall immediately reimburse Purchaser for one half of all Transfer Taxes paid by Purchaser pursuant to this Article or paid by Purchaser as part of the Assumed Liabilities (if different).

## ARTICLE 9.

### EMPLOYEE MATTERS

9.1. Reserved for Future Use.

9.2. CIS Business Employees.

(a) Attachment 1 to 2.24(a) of the Disclosure Schedules lists all active and inactive employees of the CIS Business (which does not include employees of the Riverside Business or Persons employed at the Hutchinson Plant) as of a date not greater than ten (10) days before the date hereof. Purchaser shall offer employment to just those active employees of Seller listed in Attachment 1 of Section 2.24(a) of the Disclosure Schedules (and Sellers may update Attachment 1 of Section 2.24(a) of the Disclosure Schedules through the Closing Date to include employees hired on and after the date of Attachment 1 of Section 2.24(a) of the Disclosure Schedules to the Closing Date and to delete employees listed whose employment is terminated prior to the Closing Date or whose employment is transferred to other business units of Sellers or their Affiliates prior to the Closing Date) (the "CIS Business Employees"). The employment of the Transferred Employees shall commence on the day of the Closing Date and such employment shall be on substantially equivalent terms (regarding salary, terms and conditions of employment, severance, job responsibility and location), as provided to such Transferred Employees of Sellers immediately prior to the Closing and the Transferred Employees shall be eligible for Purchaser's employee benefits as described in Section 9.4(a). Without limitation of the foregoing, Purchaser shall assume the employment agreements between Sellers and certain officers that are listed on Section 9.2(a) of the Disclosure Schedules. Employees of Sellers in the CIS Business who were not in active employment status and who on the Closing Date had rights to return to employment under Sellers' policies (such as employees on an approved medical or disability leave of absence, approved personal leave of absence or employees having recall rights pursuant to a written layoff policy, etc.) ("Inactive CIS Business Employees") are listed in Attachment 2 to Section 2.24(a) of the Disclosure Schedules and will be offered employment by Purchaser at the time that each such employee is eligible to return to

work and shall be considered Transferred Employees at such time that he or she accepts employment with Purchaser.

(b) Purchaser shall assume the obligations contained in Board of Directors Policy relating to severance obligations which is identified in Section 9.2(b) of the Disclosure Schedules which arise as a result of the occurrence of the transactions contemplated by this Agreement as set forth in the Board of Directors Policy. From the date of this Agreement to the Closing Date, Sellers will permit Purchaser to conduct negotiations with such Persons with respect to their employment by Purchaser, and Sellers shall use reasonable efforts to encourage such Persons to enter into employment with Purchaser. If any such Persons to whom employment is offered do not accept employment with Purchaser, Sellers shall use reasonable efforts to retain such Persons in their employ, and shall use reasonable efforts to make such Persons available for a period of up to one-hundred-eighty (180) days after the Closing to assist Purchaser in the transition of the CIS Business. Purchaser shall reimburse Sellers for the compensation, benefits and other payments made to such Persons during such period. For clarification, the entry into employment by any such Persons with Purchaser shall not be a condition to Parent's or Purchaser's obligations to consummate the transactions contemplated in this Agreement or give rise to any right of either of them to terminate this Agreement.

(c) This Section 9.2 is solely for the purpose of defining the obligations between Purchaser and Sellers concerning the employees employed by Sellers as of the Closing, and shall in no way be construed as creating any employment contract or other contract between Purchaser or Sellers and any employees of Sellers.

9.3 Benefit Plans. With respect to the Benefit Plans, Sellers and Purchaser agree as follows:

(a) Purchaser shall not be responsible for nor have any obligations or liabilities with respect to the Benefit Plans.

(b) Concurrent with the Closing Date or at the permissible time pursuant to any Code and PBGC notice requirements for the cessation of benefit accruals, Sellers shall effective as of the Closing Date freeze all benefit accruals and/or cease all contributions under any Benefit Plans that are pension benefit plans as that term is defined in Section 3(3) of ERISA (the "Sellers' Pension Plans"). Sellers shall make all contributions required of them under Sellers' Pension Plans for the Transferred Employees who are participants in such plans for all periods of time up to and including the Closing Date and shall waive any last day or 1,000 hour requirement for purposes of any employer contributions allocable during the plan year containing the Closing Date. On and after the Closing Date, Transferred Employees who were participants in Sellers' Pension Plans shall be entitled to receive benefits under such plans according to the terms and conditions of such plans.

(c) Sellers shall retain all the obligations and liabilities of any kind for claims incurred under their health, medical, dental, vision, life insurance and disability coverages ("Sellers' Welfare Benefit Plans") by a Transferred Employee and his/her eligible dependents



covered under the Sellers' Welfare Benefit Plans on or prior to 12:01 a.m. Eastern Standard Time on the date he or she becomes employed by the Purchaser.

9.4. Purchaser's Benefit Plans. With respect to all Transferred Employees, Sellers and Purchaser agree as follows:

(a) Purchaser agrees to establish or make available, effective as of the Closing Date, to such Transferred Employees employee benefit plans which shall provide retirement, health, medical, dental, vision, life insurance, severance and disability coverages ("Purchaser's Benefit Plans") for the Transferred Employees which shall be substantially similar to those presently offered to Purchaser's similarly situated employees. Except with respect to Purchaser's U.S. Retirement Income Plan, Purchaser agrees to credit Transferred Employees who become employed by Purchaser with years of employment with Sellers under any of Purchaser's Benefit Plans, for eligibility (including (without limitation) any waiting periods) and vesting purposes, and under any plan or program which uses seniority as a measure of eligibility (such as vacation or severance programs) to the extent permitted by applicable Law; with respect to Purchaser's U.S. Retirement Income Plan, said credit shall be provided for vesting only.

(b) Inactive CIS Business Employees shall be eligible for coverage under the Purchaser's Benefit Plans when and if the individual employee begins employment with Purchaser according to the terms of such plans.

(c) Sellers shall not be responsible for nor have any obligations or liabilities with respect to Purchaser's Benefit Plans.

(d) Sellers shall upon reasonable request by Purchaser provide to Purchaser information regarding employees and service status.

9.5. COBRA. Sellers shall retain responsibility for providing CIS Business Employees who terminated employment on or prior to the Closing and their "qualified beneficiaries" (within the meaning of Section 4980B of the Code) with the continuation of health coverage required by Section 4980B of the Code and Section 601 *et seq.* of ERISA ("COBRA").

9.6. Severance Benefits. For a period of twelve (12) months commencing on the Closing Date, Purchaser shall assume responsibility for any and all severance benefits payable to those Transferred Employees of Sellers pursuant to the greater of said severance benefit under a Seller's severance policy or Purchaser's severance policy.

9.7. Earned Allowances. As of the Closing, Purchaser shall assume all obligations of Sellers to the Transferred Employees who become employed by Purchaser on and after the Closing Date for any unpaid vacation, holiday pay or paid absence allowances earned for periods prior to the Closing Date and all such amounts shall be paid by Purchaser after the Closing in accordance with Purchaser's normal payroll practices, and Sellers shall have no responsibility or liability therefore.

9.8. Worker's Compensation and Occupational Disease Claims. After the Closing Date, Purchaser shall be responsible for, and administration and payment of, all worker's compensation and occupational disease claims for injuries or illnesses to any Transferred Employee. However, notwithstanding the foregoing, if the injury relates to facts or circumstances existing on or prior to the Closing Date the relevant Seller shall be responsible for such claim made.

9.9. WARN Act. In the event that Purchaser implements a "mass layoff" or "plant closing" (in each case as defined by the Worker Adjustment and Retraining Notification Act of 1988 ("WARN")) on the Closing Date or within a ninety (90) day period thereafter, Purchaser agrees to assume any of Sellers' liability arising under WARN including indemnifying and holding Sellers harmless against any and all losses, expenses, penalties or other liabilities imposed or incurred as a result of Purchaser's failure to give the requisite WARN notice.

9.10. Employees of Polk Costa Rica. Sellers and Purchaser agree and understand that the employees of Polk Costa Rica shall remain employed by Polk Costa Rica and the Benefit Plans maintained by Polk Costa Rica, if any, shall continue to be maintained by Polk Costa Rica which shall become a wholly-owned subsidiary of the Purchaser as a result of the acquisition by Purchaser of the Polk Costa Rica Shares.

## ARTICLE 10.

### INDEMNIFICATION OF DIRECTORS AND OFFICERS OF POLK COSTA RICA

#### 10.1 Indemnification of Directors, Officers, Employees and Agents of Polk Costa Rica.

(a) From and after the Closing Date, Purchaser and Parent shall, and shall cause Polk Costa Rica to, indemnify, defend and in good faith and hold harmless each person who is now, or has been at any time prior to the date hereof or who becomes prior to the Closing Date, an officer, director, employee or agent of Polk Costa Rica (the "Polk Costa Rica Indemnitees") against all Damages, including amounts that are paid in settlement of or in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, based in whole or in part on or arising in whole or in part out of the fact that such person is or was a director, officer, employee or agent of Polk Costa Rica or is or was serving at the request of Polk Costa Rica as a director, officer, manager, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprises, if such action, suit or proceeding pertains to any matter or fact arising, existing or occurring at or prior to the Closing Date, regardless of whether such action, suit or proceeding is asserted or claimed prior to, or at or after, the Closing Date (the "Polk Costa Rica Indemnified Liabilities") to the full extent permitted under applicable Law (and Purchaser and Parent shall, and shall cause Polk Costa Rica to, promptly pay expenses in advance of the final disposition of any such action, suit or proceeding to each Polk Costa Rica Indemnitee to the full extent permitted by applicable Law). The foregoing shall not apply for any Damages arising as to an individual Polk Costa Rica Indemnitee which arises as a result of such Person's criminal conduct.

(b) Purchaser and Parent further agree to cause Polk Costa Rica to honor the indemnification and expense payment or reimbursement obligations of Polk Costa Rica in its bylaws in accordance with the terms in effect on the date hereof and under applicable Law as the same shall apply to current and former directors, officers, employees and agents.

(c) If Purchaser, Parent, Polk Costa Rica or any of their respective successors or assigns (i) shall merge or consolidate with or into any other Person prior to the seventh anniversary of the Closing Date and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any other Person prior to the seventh anniversary of the Closing Date, then and in each such case, proper provision shall be made so that such other Person and the successors and assigns of Purchaser, Parent and Polk Costa Rica shall assume the obligations set forth in this Section.

(d) The provisions of this Section 10 are intended to be for the benefit of, and shall be enforceable by, each of the Polk Costa Rica Indemnites, his or her heirs, personal representatives, successors and assigns. Purchaser and Parent shall make or cause to be made all determinations required under applicable Law concerning their respective indemnification and expense reimbursement obligations under this Section as promptly as practical.

## ARTICLE 11.

### SURVIVAL; NO OTHER REPRESENTATIONS; INDEMNIFICATION

11.1. Survival. All representations, warranties, covenants and agreements contained in this Agreement or in any document delivered pursuant hereto shall survive the Closing and shall be fully effective and enforceable for the Applicable Time Period. For purposes of this Agreement, the "Applicable Time Period" shall mean, in each case the time period beginning on the date hereof:

(a) (i) in the case of Sellers' covenants and agreements to be performed at or prior to the Closing Date, and lasting until the eighteenth (18<sup>th</sup>) month after the Closing Date, (ii) in the case of Sellers' representations and warranties set forth in Section 2.15 and Section 2.10, and lasting until the fifth anniversary of the Closing Date, (iii) in the case of Sellers' representations and warranties set forth in Section 2.18 hereof, and lasting until the expiration of the applicable statute of limitations for claims arising thereunder that would constitute a breach thereof plus six (6) months; and (iv) in the case of all other representations, warranties, and covenants and agreements of a Seller or both Seller(s), and lasting until the eighteenth (18<sup>th</sup>) months after the Closing Date, except that covenants of Sellers which by their terms are to be performed after the Closing Date shall continue to survive the Closing and be fully effective and enforceable in accordance with their respective terms; and

(b) (i) in the case of Parent's and Purchaser's representations, warranties and covenants, and continuing on for five (5) years after the date hereof except that the covenants of Purchaser

and Parent which by their terms are to be performed after the Closing Date shall continue to survive the Closing and be fully effective and enforceable in accordance with their respective terms.

Any claim for indemnification asserted in writing before the end of the Applicable Time Period in accordance with Section 11.5 shall survive until resolved or finally determined pursuant to this Agreement.

Notwithstanding the foregoing, the Sellers' indemnification obligation set forth in Section 11.2(a)(ii) hereof (relating to Excluded Liabilities) shall continue without limit and the Applicable Time Period therefore shall be forever. Notwithstanding anything contained herein to the contrary, Purchaser's and Parent's indemnification obligations set forth in Section 11.2 (b) (ii) and Section 11.2 (b) (iii) shall continue without limit and the Applicable Time Period therefore shall be forever.

## 11.2. Indemnification.

(a) Subject to the limitations set forth in this Article 11, each Seller shall jointly and severally indemnify and hold harmless Purchaser and each of the Purchaser Indemnified Parties from and against any and all Damages directly arising from any of the following:

(i) Any misrepresentation, inaccuracy in any representation, breach of any warranty (in each case excepting from the foregoing Section 2.30) or failure to fulfill any covenant or agreement by such Seller and contained herein .

(ii) Any Excluded Liabilities of such Seller (whether or not arising from any breach of any representation or warranty of the Sellers contained herein).

(iii) All Liabilities incurred by the Purchaser relating to the Cruise Situation.

(iv) Seller's obligations set forth in Article 8 hereof.

(v) All Liabilities arising as a result of any breach or asserted breach of any CIS Contract and Commitment, CIS Real Property Lease, CIS Personal Property Lease or CIS Permits against a Purchaser solely as a result of the transactions contemplated in Section 1.6(b)..

In addition each Seller agrees that it will repay to the Purchaser any amount of money which the Purchaser pays solely as a result of, and is solely obligated to pay under, Section 1.2 (a) (v) hereof to the extent that all such payments made solely pursuant to said Section aggregate more than One Million (U.S. \$1,000,000) United States Dollars provided that the Purchaser make written demand that the Sellers pay such amount to it in a writing which gives reasonable supporting detail for such demand. The obligations under the preceding sentence shall not be subject to Section 11.3 hereof. The obligations of the Sellers set forth in this paragraph shall expire and be null and void eighteen months after the Closing Date except as

to demands for payment hereunder made by the Purchaser under this paragraph made prior to said date which have not then been satisfied or otherwise resolved to the satisfaction of both the Sellers and the Purchaser. This paragraph is referred to herein as the "Liability Paragraph."

Purchaser and Purchaser Indemnified Parties shall have no right to indemnity for any breach of the representation and warranty set forth in Section 2.30 hereof and its sole remedy is contained in Section 4.15 hereof.

For purposes of determining the rights of a Purchaser or of a Purchaser Indemnified Party to indemnification under this Article 11, and for no other purpose, the representations and warranties set forth in Article 2 hereof shall be deemed to read as set forth in Exhibit L hereto (the "Deemed Representations and Warranties") as if the Deemed Representations and Warranties had actually been made herein. The parties hereto expressly acknowledge and agree that the Deemed Representations and Warranties are not being made by the Sellers but are for the purpose of determining when the Purchaser and the Purchaser Indemnified Parties are entitled to a claim for indemnity hereunder if such representations and warranties had actually been made, which claims if any shall be subject to the terms and conditions herein.

(b) Purchaser and Parent, jointly and severally, shall indemnify and hold harmless each of the Sellers and each of the Seller Indemnified Parties from and against any and all Damages directly arising from any of the following:

(i) Any misrepresentation, inaccuracy in any representation, breach of any warranty, or failure to fulfill any covenant or agreement by Purchaser or Parent .

(ii) Any CIS Assumed Liabilities.

(iii) Any Liabilities arising from the ownership or operation of the CIS Business or the CIS Purchased Assets from and after the Closing Date.

(iv) Any Liabilities arising from or relating to the financing by Purchaser or Parent of any of the transactions contemplated herein.

### 11.3. Certain Limitations on Indemnification.

(a) Sellers shall not be liable to Purchaser or any of the Purchaser Indemnified Parties and Purchaser agrees on behalf of itself and the Purchaser Indemnified Parties that none of them will enforce a claim for indemnification under this Agreement, and Canadian Sellers shall not be liable to Canadian Purchaser and Canadian Purchaser Indemnified Parties and Canadian Purchaser agrees on behalf of itself and the Canadian Purchaser Indemnified Parties that none of them will enforce any claim for indemnification under the Polk Canada Purchase Agreement (i) for any claim or series of related claims that do not exceed \$25,000 (the

"Minimum Claim Size") (each such claim or related claims, the "Minimum Claims") until such time as the Minimum Claims under both this Agreement and under the Polk Canada Purchase Agreement aggregate an amount greater than Five Hundred Thousand (U.S. \$500,000) United States Dollars at which time the amount of the Minimum Claims under this Agreement and under the Polk Canada Purchase Agreement in excess of said amount shall, subject to the remainder of this section, constitute a claim for indemnity hereunder, and (ii) until the aggregate amount of all such claims under this Agreement and under the Polk Canada Purchase Agreement that exceed the Minimum Claim Size or constitute an aggregate amount of the Minimum Claims in excess of Five Hundred Thousand (U.S.\$500,000) United States Dollars exceeds Two Million Five Hundred Thousand (U.S. \$2,500,000.00) United States Dollars in the aggregate (the "Threshold Amount"), and then the party seeking indemnification shall be entitled to recover only the amount of such claims in excess of the Threshold Amount. In connection with any claim for indemnification hereunder, Purchaser, the Purchaser Indemnified Parties, Canadian Purchaser, and Canadian Purchaser Indemnified Parties, as relevant, shall provide Sellers with written notice of all claims included in the Threshold Amount. The Threshold Amount shall not apply to any of the Excluded Items, or to any Excluded Items (as defined in the Polk Canada Purchase Agreement).

(b) Sellers shall not be liable to Purchaser or the Purchaser Indemnified Parties and Purchaser, on behalf of itself and each of the Purchaser Indemnified Parties, that none of them will enforce any claim for indemnification, and Canadian Sellers shall not be liable to Canadian Purchaser and Canadian Purchaser Indemnified Parties and Canadian Purchaser agrees on behalf of itself and the Canadian Indemnified Parties agrees that none of them will enforce any claim for indemnification, in each case under this Agreement and under the Polk Canada Purchase Agreement for any Damages in excess of \$15,000,000 in the aggregate under both this Agreement and the Polk Canada Purchase Agreement except that the foregoing amount of \$15,000,000 for all claims for indemnification arising solely under Section 2.10 hereof or under Section 2.9 of the Polk Canada Purchase Agreement shall be equal to (a) \$25,000,000 less (b) the amount of all claims for indemnity made hereunder which are paid (each individually or collectively as the case may be the "Cap"). The Cap shall not apply to any of the Excluded Items hereunder or to any Excluded Items (as defined in the Polk Canada Purchase Agreement).

(c) For purposes hereof, "Excluded Items" shall mean the obligations of Sellers to indemnify under Section 11.2(a)(ii), under Section 11.2(a)(iii), Section 11.2(a)(iv), 11.2 (a) (v), 11.2(a) (vi) and under Section 11.2(a)(i) for breach of Section 4.9 or Section 2.16, for any misrepresentation or inaccuracy in any representation or breach of warranty contained in Section 2.9 or 2.18 and any claims for any breach of any representations or warranties of Sellers contained in this Agreement which constitutes knowing and intentional fraud by Sellers.

(d) For clarification, the Threshold Amount and the Cap shall mean the aggregate amount as to both Sellers and the Canadian Sellers. For example, Purchaser, Canadian Purchaser, Canadian Purchaser Indemnified Parties, and the Purchaser Indemnified Parties shall be precluded from pursuing any claim against a Seller and the Canadian Sellers (other than a claim not subject to the Cap) to the extent that the aggregate of all claims by Purchaser, the Purchaser Indemnified Parties, the Canadian Purchaser, and the Canadian Purchaser Indemnified

Parties against all or any grouping of the Sellers and the Canadian Sellers (including claims that are not subject to the Cap) exceeds the Cap.

(e) For purposes of this Section 11.3, as to any claim made by Canadian Seller or a Canadian Purchaser Indemnified Party which is in Canadian Dollars, (a) the amount of such claim shall be treated as equal to the conversion amount thereof in United States Dollars on the date such claim arose if, after such conversion, it is a claim on such date which is not greater than the Minimum Claim Size and the aggregate amount of the Minimum Claims is less than \$500,000 at said time and, (b) in all cases where (a) of this sentence does not apply, the amount of such claim shall be treated as equal to the conversion amount thereof in United States Dollars on the date the claim for indemnity is made under the Polk Canada Purchase Agreement until paid, at which time it shall be treated as equal to the conversion amount thereof in United States Dollars on the date it is paid.

11.4 Additional Limitations. Notwithstanding anything to the contrary contained in this Agreement or otherwise, the parties expressly intend and agree as follow (the limitations and qualifications contained in this Section 11.4 being a material inducement to the Sellers in agreeing to execute and deliver this Agreement and to consummate the transactions contemplated hereby):

(a) None of the Sellers Representatives shall have any Liability of any kind to Purchaser or any of the Purchaser Indemnified Parties (whether for indemnification, contribution, by way of subrogation or otherwise) under or resulting from this Agreement or any of the transactions contemplated in this Agreement.

(b) The amount of any Damages for which a party is obligated to indemnify and hold harmless another party hereto shall be reduced as applicable by the net federal, state and local Tax savings attributable to such Damages available to Purchaser and the Purchaser Indemnified Parties.

(c) No claims or causes of action arising under or resulting from this Agreement or any of the transactions contemplated by this Agreement may be asserted by Purchaser or any of the Purchaser Indemnified Parties or any other Person against any of the Sellers or any of the Sellers Representatives for punitive, special, exemplary, contingent, incidental, speculative or consequential damages (including lost profits or revenue), for diminution in value, or for any other damages other than actual out-of-pocket damages except to the extent included in any claim from any other Person giving rise to the claim for indemnification.

(d) To the fullest extent permitted by applicable Law, and subject to Sections 4.9(iii), 5.5(iii), and 15.16, the indemnification provisions provided for in this Article 11 shall be the exclusive remedy for any breach of any representation, warranty, covenant or agreement contained in this Agreement by Sellers or otherwise under or resulting from this Agreement or any of the transactions contemplated in this Agreement, and Purchaser, Parent and the Purchaser Indemnified Parties shall have no other or further right or remedy under any theory whatsoever.

whether in contract, tort, equity or otherwise, all of which they hereby expressly irrevocably waive and relinquish.

(e) Intentionally Reserved.

(f) Purchaser and Parent acknowledge and agree that they are not relying on any statement, representation or warranty, whether express or implied, other than those set forth in this Agreement, the Related Agreements, and the other agreements being executed simultaneously herewith, the Assumption Instruments, and the documents referenced in Section 6.2, 6.8, and 6.9 Article 2 hereof and that Sellers and Sellers' Representatives shall have no liability with respect to any other statement, representation or warranty. Sellers and Purchasers may also rely on any consents (or waivers thereof) ("Consents/Waivers") obtained, whether or not the obtaining thereof is a condition precedent as set forth in Article 6 or Article 7 hereof, but the parties hereto shall not have any liability one to the other as a result of such reliance.

(g) Notwithstanding anything to the contrary contained in this Agreement, Purchaser acknowledges and agrees that except for the representations and warranties made by the Sellers in this Agreement, the CIS Purchased Assets are being conveyed to Purchaser on an "AS IS" and "WHERE IS" BASIS and with "WITH ALL FAULTS" and (ii) SELLERS ARE NOT MAKING ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TITLE, RIGHT TO TRANSFER, ENCUMBRANCES, DESIGN, CAPACITY, CONDITION, SAFETY, PERFORMANCE, VALUE, UTILITY, COMPLIANCE WITH LAWS OR REGULATIONS (INCLUDING ENVIRONMENTAL LAWS AND REGULATIONS), VALIDITY, SCOPE OR ENFORCEABILITY OF INTELLECTUAL PROPERTY, YEAR 2000 COMPLIANCE OR OTHERWISE IN CONNECTION WITH THE SALE, ASSIGNMENT OR TRANSFER OF THE CIS PURCHASED ASSETS, THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY MATTER RELATED HERETO, NOR ARE THEY MAKING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

(h) Purchaser and Parent acknowledge and agree that they have sole responsibility for conducting their own inspection, review and analysis in connection with this Agreement and the transactions contemplated by this Agreement, including inspection, review, and analysis of the CIS Purchased Assets, the CIS Assumed Liabilities, and the CIS Business and their property, as they deem appropriate.

(i) Intentionally Reserved.

(j) No claim for indemnification shall be made by Purchaser or any Purchaser Indemnified Party under this Article 11 in respect to any matter taken into consideration in determining any adjustment to the Purchase Price in Section 1.3, to the extent such matter was so taken into consideration.



11.5. Notice of Indemnification Claim. Following the assertion of any claim by a third party or the occurrence of any event or the discovery of any facts or conditions which could reasonably be expected to give rise to a claim for indemnification from a party required to provide indemnification hereunder (the "Indemnitor") under this Article 11, a Person entitled to indemnification hereunder (the "Indemnified Party") shall promptly thereafter notify the Indemnitor in writing of such claim, setting forth in reasonable detail the specific facts and circumstances relating to such claim and the amount of Damages claimed (or an estimate thereof if the actual amount is not known or not capable of reasonable calculation) (an "Indemnification Notice"); provided, that any delay in giving any such notice shall not affect such parties' rights to indemnification hereunder except to the extent of any demonstrable prejudice to the Indemnitor. The Indemnitor shall in no way be liable to the Indemnified Party for any claim not presented in accordance with the provisions of this Section 11.5.

11.6. Third Party Claims. The parties will cooperate with each other in all reasonable manners regarding the defense of Indemnified Claims under this Agreement. The Indemnitor shall be entitled at its own expense to participate in the defense of any Indemnified Claim involving any third party (each a "Third Party Claim") and, if it so elects, to assume the defense of the Third Party Claim, with counsel reasonably satisfactory to the Indemnified Party; and upon the following written notice from the Indemnitor to the Indemnified Party of such election to assume the defense, the Indemnitor will not be liable to the Indemnified Party for any other expenses subsequently incurred by the Indemnified Party in connection with the defense of the Third Party Claim, other than costs and expenses of the Indemnified Party incurred at the request of the Indemnitor. The assumption of the defense of such Third Party Claim will not be deemed an admission by the Indemnitor of liability for any such Third Party Claim. If the Indemnitor chooses to assume the defense of any Third Party Claim, the Indemnified Party will make available to the Indemnitor any books, records or other documents within its control that are reasonable or appropriate for such defense. The Indemnitor may, at its election and following its admission that it is liable for such Third Party Claim, settle or compromise any Third Party Claim but the Indemnified Party will not settle or compromise any Third Party Claim without the prior consent of the Indemnitor, unless the Indemnitor has failed to notify the Indemnified Party within thirty (30) days after receiving written notice of such Third Party Claim (or if the nature of the asserted liability so requires) of its election to assume the defense of such Third Party Claim or has failed or refused to assist the Indemnified Party defense of such Third Party Claim.

11.7. Resolution of Indemnification Disputes. In the event the Indemnitor disputes or contests the basis or amount of any indemnification claim set forth in an Indemnification Notice delivered by the Indemnified Party in accordance with the provisions of Article 11 hereof, the Indemnitor and the Indemnified Party shall proceed in good faith to negotiate a resolution of such dispute during the thirty (30) day period following the Indemnified Party's receipt of Indemnitor's written advice of its dispute. If such dispute is not resolved through negotiations within such period, the dispute shall be finally and conclusively resolved in accordance with Article 12.

## ARTICLE 12.

### DISPUTE RESOLUTION

12.1. Procedure. If, after the Closing but prior to the end of the Applicable Time Period (as extended for indemnification claims made prior to expiration) set forth in Section 11.1 as to matters subject to the Applicable Time Period, the parties should have any dispute arising out of or relating to this Agreement or the parties' respective rights and duties hereunder (in each case a "Dispute"), then the parties will resolve such Dispute in the following manner:

(a) Any party may at any time deliver to the other a written notice identifying a Dispute (the "Dispute Notice"). The Dispute Notice shall initiate the dispute resolution mechanism contemplated by this Section 12.1. Within fifteen (15) days after delivery of the Dispute Notice, the receiving party shall submit to the other a written response. The Dispute Notice and the response thereto shall state with particularity the facts and conditions giving rise to the Dispute and shall include (i) a statement of each party's position and a summary of arguments supporting that position and (ii) the name and title of the Persons who will represent that party in the negotiations contemplated by Section 12.1(b) below.

(b) Within thirty (30) days after delivery of the Dispute Notice, the designated representatives of both parties shall attempt in good faith to resolve the Dispute and shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this Section 12.1(b) shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

(c) If the representatives of the parties are unable to resolve the Dispute through negotiations within ninety (90) days after delivery of the Dispute Notice, then, either party may commence an arbitration proceeding pursuant to the terms and conditions hereof.

(d) Any controversy, dispute, or disagreement ("Dispute") arising out of or relating to this Agreement or any agreement, document, or undertaking contemplated hereby shall be resolved by binding arbitration which shall be conducted in Chicago, Illinois in accordance specified in this section. The arbitration shall commence with any party serving written notice to the other party to the relevant Dispute that it demands arbitration (the "Arbitration Demand"). The panel of arbitrators shall be composed of one arbitrator appointed by the Sellers and by one arbitrator chosen by the Purchaser (or the party opposed to the Sellers if the Purchaser is not involved). The parties agree to appoint their respective arbitrators within thirty days after the service of the Arbitration Demand. The third arbitrator shall be jointly selected by the two arbitrators so chosen within thirty days after the last of them has been appointed. If the two arbitrators cannot agree as to the selection of the third arbitrator then the third arbitrator shall be selected by the American Arbitration Association located in the metropolitan Chicago area. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 and judgment upon the award rendered by the panel of the arbitrators may

be entered by any court having jurisdiction thereof. The cost of the arbitration proceeding shall be awarded by the arbitrators in such manner as they shall deem appropriate and in accordance with their findings.

(e) Notwithstanding the procedures specified in this Section 12.1 a party may commence such a lawsuit if in its sole judgment such action is necessary to avoid irreparable damage, to seek an injunction to preserve the status quo or to avoid the running of any statute of limitations.

## ARTICLE 13.

### TERMINATION

13.1. Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned at any time prior to the Closing:

(a) By mutual written agreement of Sellers and Purchaser, at any time before the Closing;

(b) By Sellers or Purchaser by written notice to the other if the Closing Date does not occur on or before May 1, 2000 ("Closing Deadline") but a party hereto may not terminate this Agreement if it is in material breach of this Agreement;;

(c) By Sellers or Purchaser by written notice to the other, in the event that any Order becomes effective (and final and non-appealable) restraining, enjoining, or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement or any Related Agreement; or

(d) By Purchaser by written notice to Sellers in the event that Sellers disclose any New Facts which have had a material adverse effect on the Condition of the Business; or

(e) By Sellers pursuant to Section 4.7 or in the event the RLP stockholders do not approve the transactions contemplated by this Agreement pursuant to Section 4.13.

### 13.2. Effect of Termination and Effect of Disclosure of New Facts.

(a) If this Agreement is validly terminated pursuant to Section 13.1, this Agreement shall forthwith become null and void, and there shall be no liability or obligation on the part of the Sellers, Purchaser or Parent (or any of their respective Representatives) other than as is set forth in this Section 13.2, except that (i) the provisions of Article 12, this Section 13.2, Section 13.3, Article 15 and the Confidentiality Agreement shall survive such termination, and (ii) such termination shall not relieve any party hereto of any Liability for any breach of this Agreement and except as set forth in (b) immediately below.

(b) For purposes of this subsection 13.2 (b) only, the Sellers shall be deemed to have Knowledge of all New Facts which occurred prior to or which were in existence on the Closing Date.

(1) Subject to (2) and (3) immediately below, in the event that the Sellers disclose any New Facts after the execution hereof and on or prior to the Closing Date, without regard to whether such New Facts arose prior to or after the date hereof, and if as a result of the disclosure of such New Facts Purchaser does not have the right to terminate this Agreement pursuant to Section 13.1 (d) hereof, then, notwithstanding Section 4.10 of this Agreement, to the extent that the Purchaser would have a claim for indemnity under Section 11.2 hereof, Purchaser shall have a claim for indemnity thereunder subject to the terms and conditions hereof other than Section 4.10.

(2) In the event that the Sellers disclose any New Facts after the execution hereof and on or prior to the Closing Date, if such New Facts should have been at the time of the execution hereof set forth in a Disclosure Schedule of the Sellers contained hereto in order to make a representation and warranty of the Sellers contained herein true and accurate (and for purposes of the foregoing, treating any Knowledge qualifier set forth in such representation or warranty as if it were not set forth therein) then, notwithstanding Section 4.10 of this Agreement, to the extent that the Purchaser would have a claim for indemnity under Section 11.2 hereof, Purchaser shall have a claim for indemnity thereunder subject to the terms and conditions hereof other than Section 4.10.

(3) In the event that the Sellers disclose any New Facts after the execution hereof and on or prior to the Closing Date, if such New Facts were not required at the time of the execution hereof to be set forth in a Disclosure Schedule hereto at the time of the execution hereof (and for purposes of the foregoing, treating any Knowledge qualifier set forth in such representation and warranty as if it were not set forth therein) and if as a result of the disclosure of such New Facts Purchaser terminates this Agreement pursuant to Section 13.1 (d) hereof or has the right to terminate this Agreement pursuant to Section 13.1 hereof but elects not to so terminate, Section 4.10 shall be fully applicable in such a situation, the representations and warranties set forth herein which survive the Closing shall be modified by the disclosure of such New Facts, there shall be no right to indemnity under Section 11.2 as a result of such New Facts, and Section 4.10 hereof shall be fully applicable thereto.

(c) In the event that this Agreement is terminated for any reason, (i) Purchaser and Parent agree that neither of them will and each will cause its Affiliates to not solicit for employment or employ any employee earning more than \$60,000 of any of the Sellers that is involved in the CIS Business or of Polk Costa Rica for a period ending on the second anniversary of the effective date of such termination and (ii) Sellers agree that neither of them will and each will cause its Affiliates to not solicit for employment or employ any employee of Purchaser or Parent earning more than \$100,000 for a period ending on the second anniversary of the effective date of such termination.

13.3 Termination Fee. In the event that the Closing shall not occur for any reason on or prior to May 1, 2000 other than (a) a termination pursuant to Section 13.1(a), 13.1(c), 13.1(d) or 13.1(e) or as a result of a breach by Sellers of this Agreement causing the condition precedent set forth in Section 7.2 not to be met, then Purchaser and Parent shall thereupon pay to Sellers a termination fee of Four Million (\$4,000,000) Dollars (the "Termination Fee"). In the event that the Sellers terminate this Agreement pursuant to Section 4.7 hereof, Sellers shall pay to the Parent \$8,000,000. In the event the Termination Fee is paid to Sellers, then the payment by Purchaser and receipt thereof by Sellers of such Termination Fee shall be the sole remedy for any claims hereunder other than those arising under the Confidentiality Agreement. In the event the aforesaid \$8,000,000 is paid to the Purchaser, then the payment thereof by Sellers and receipt thereof by Sellers of such amount shall be the sole remedy for any claims hereunder other than those arising under the Confidentiality Agreement.

## ARTICLE 14.

### DEFINITIONS

#### 14.1. Definitions.

(a) Defined Terms. As used in this Agreement, the following defined terms have the meanings indicated below:

"Acquisition Proposal" has the meaning ascribed to it in Section 4.7.

"Actions or Proceedings" means any claim, dispute, investigation, action, suit, proceeding, arbitration or Governmental or Regulatory Authority investigation.

"Affiliate," of a given Person, means any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such given Person. For purposes of this definition, "control" of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether by contract, the ownership of voting securities or otherwise.

"Agreement" means this Asset Purchase Agreement, the Disclosure Schedules and the Schedules and Exhibits hereto, as originally executed or as amended as provided herein.

"Antitrust Division" means the Antitrust Division of the United States Department of Justice.

"Applicable Time Period" has the meaning ascribed to it in Section 11.1.

"Arbitration Demand" has the meaning ascribed to it in section 12.1(d).

"Assignment Instruments" has the meaning ascribed to it in Section 1.4.

"Assumption Instruments" has the meaning ascribed to it in Section 1.4.

“Benefit Plans” has the meaning ascribed to it in Section 2.9(a).

“Books and Records,” of a given Person, means all files, documents, instruments, papers, books and records relating to the business, results of operations and assets and properties of such Person.

“Business Day” means a day other than Saturday, Sunday or any day on which banks located in the States of Michigan and Georgia are authorized or obligated to close.

“Canadian Seller” means RLP and Polk Canada Ltd/Polk Canada Ltee.

“Canadian Purchaser Indemnified Parties” means the Purchaser Indemnified Parties as such phrase is defined in the Polk Canada Purchase Agreement.

“Cap” has the meaning ascribed to it in Section 11.3(b).

“Carfax” means Carfax, Inc. which is a wholly owned subsidiary of Polk Carfax, Inc..

“Carfax Business” means the world-wide business conducted by Carfax related to the procurement, compilation, maintenance and marketing, directly or indirectly, to Persons of information concerning title histories of Motor Vehicles, and various analyses of potential problems concerning such vehicle titles, and the provision of Future Products and Services.

“CIS Accounts Receivable” has the meaning ascribed to the term in Section 1.1(a)(iv).

“CIS Assumed Liabilities” has the meaning ascribed to it in Section 1.2(a).

“CIS Balance Sheet” has the meaning ascribed to it in Section 1.1(a)(xiv).

“CIS Books and Records” has the meaning ascribed to it in Section 1.1(a)(xii).

“CIS Business” means the following businesses which are conducted by the Consumer Information Solutions business of Sellers: (a) compiling, publishing, marketing and selling local directories in the United States containing residential, business and demographic information for a particular community; and (b) compiling, marketing and selling the CIS Databases, Systems and Products and the businesses conducted by the Verity, American Data Consultants, Buyers Choice, DataCap and Survey of America units of Sellers. However, CIS Business shall not, in any event, include the Riverside Business or the Hutchinson Assets.

“CIS Business Employee” has the meaning ascribed to it in Section 9.2(a).

“CIS Contracts and Commitments” has the meaning ascribed to it in Section 1.1(a)(vii).

“CIS Databases, Systems and Products” has the meaning ascribed to it in Section 1.1(a)(viii).

“CIS Inventory” has the meaning ascribed to it in Section 1.1(a)(iii).

“CIS Permits” has the meaning ascribed to it in Section 1.1(a)(xi).

1.1(a)(vi). “CIS Personal Property Leases” has the meaning ascribed to it in Section

“CIS Purchased Assets” has the meaning ascribed to it in Section 1.1(a).

“CIS Real Property Leases” has the meaning ascribed to it in Section 1.1(a)(ii).

1.1(a)(v). “CIS Tangible Personal Property” has the meaning ascribed to it in Section

“CIS Trademarks” has the mean ascribed to it in Section 1.1(a)(ix).

“Closing” means the closing of the transactions contemplated by Section 1.4.

“Closing Date” has the meaning ascribed to it in Section 1.4.

Section 1.3(c). “Closing Date Working Capital Schedule” has the meaning ascribed to it in

“Closing Deadline” has the meaning ascribed to it in Section 13.1(b).

“COBRA” has the meaning ascribed to it in Section 9.5.

“Code” has the meaning ascribed to it in Section 2.18(a)(iii).

“Condition of the Business” means the financial condition and results of operations of the CIS Business taken as a whole as currently conducted by Sellers.

“Confidentiality Agreement” means the letter agreement, dated July 8, 1999, by and between RLP and Parent in respect of the transactions contemplated by this Agreement and by the Related Agreements.

“Contract” means any oral or written agreement, lease, license, evidence of indebtedness, mortgage, indenture, security agreement, purchase order, commitment for the purchase of goods, or other contract, instrument or arrangement to which any of the Sellor Polk Costa Rica as the case may be, is a party and which is utilized in the conduct of the CIS Business.

“Cruise Situation” means any asserted or actual breach of that certain Data Base Management and Call Center Services Agreement by and among TPC (by assignment and assumption) and Princess Cruises, Inc. dated December 11, 1997 which first occurred prior to the date hereof.

"Damages" means all liabilities, damages, losses, penalties, fines, claims, suits, proceedings, investigations, actions, judgments, awards, arbitrations, costs and expenses including court costs, and reasonable attorneys' fees.

"Disclosure Schedules" has the meaning ascribed to it in the lead-in to Article 2.

"Dispute" has the meaning ascribed to it in Section 12.1.

"Dispute Notice" has the meaning ascribed to it in Section 12.1(a).

"Encumbrances" means any mortgage, pledge, security interest, lease, lien, adverse claim or other encumbrance but shall not mean the pledge of the shares of the Polk Costa Rica Shares of BankOne N.A., provided that such lien is released by the holder thereof at no Liability to Purchasers on or prior to the purchase of said shares by the Purchaser and shall not mean the interest of a lessor of an operating lease (as such term is used in GAAP).

"Environmental Laws" has the meaning ascribed to it in Section 2.15(a).

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

"Excluded Assets" has the meaning ascribed to it in Section 1.1(b).

"Excluded Books and Records" has the meaning ascribed to it in Section 1.1(b)(v).

"Excluded Items" has the meaning ascribed to it in Section 11.3(c).

"Excluded Liabilities" has the meaning ascribed to it in Section 1.2(b)

"Excluded Real Property" has the meaning ascribed to it in Section 1.1(b)(ii).

"Final Purchase Price" has the meaning ascribed to it in Section 1.3(a).

"Financial Statements" has the meaning ascribed to it in Section 2.6.

"FTC" means the United States Federal Trade Commission.

"Funded Indebtedness" means all obligations of a given Person (a) for borrowed money or (b) in the nature of the guarantees of the obligations described in clause (a) of any other Person, or (c) capital leases (as such term is used in accordance with generally accepted accounting principals but shall not mean obligations of a given Person under an operating lease.

"Future Products and Services" means and refers to any products and/or services other than current existing products and services of the Sellers and their Affiliates which may be created by Sellers and their Affiliates using information similar to the information described in



the definitions of Global Transportation Business, the Carfax Business and the GDT Business, and marketed to Transportation Parties with respect to the Global Transportation Business, or Transportation Parties and other Persons with respect to the Carfax Business and the GDT Business.

“GAAP” means generally accepted accounting principals consistently applied.

“GDT” means Geographic Data Technology, Inc. which is a wholly owned subsidiary of RLP.

“GDT Business” means the business in the United States and Latin America of GDT related to the procurement, compilation, maintenance and marketing, directly or indirectly, to businesses and consumers of cartographic and demographic databases, related software tools, and products and services which may be produced by or derived from such databases and software tools including maps (printed and electronic), global positioning systems, and related software tools, and the provision of Future Products and Services.

“Global Transportation Business” means the world-wide business conducted by Sellers and their Affiliates related to the procurement, compilation, maintenance and marketing, directly or indirectly, to Transportation Parties of information concerning the means and methods of transportation used and desired to be used by consumers and businesses including, but not limited to, Motor Vehicles, boats and other variety of watercraft, along with name, address, demographic, lifestyle and other information about such consumers and businesses. Further, the Global Transportation Business encompasses the performance of various services for Transportation Parties including various statistical compilation and analysis, geodemography, direct marketing, database management, data processing, market research, modeling, profiling, segmentation, decision support, consulting, and the provision of Future Products and Services.

“Governmental or Regulatory Authority” means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, or any state, county, city or other political subdivision.

“Guarantee” has the meaning ascribed to it in Section 15.19.

“Hutchinson Assets” has the meaning ascribed to it in Section 1.1(b)(xiv).

“HSR Act” means Section 7A of the Clayton Act (Title II of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended) and the rules and regulations promulgated thereunder.

“Illegal Payments” has the meaning ascribed to it in Section 2.23.

“Inactive CIS Business Employees” has the meaning ascribed to it in Section 9.2(a).

“Indemnification Notice” has the meaning ascribed to it in Section 11.5.

“Indemnified Party” has the meaning ascribed to it in Section 11.5.

“Indemnitor” has the meaning ascribed to it in Section 11.5.

“Independent Public Accounting Firm” has the meaning ascribed to it in Section 1.3(d).

“Intellectual Property” means all material trademarks, service marks, trade names, copyrights and pending applications for any of the foregoing, in each case which are used primarily in the CIS Business, as well as the CIS Databases Systems and Products, Confidential Information, and all goodwill relating to any of the foregoing.

“Knowledge of Purchaser” means the knowledge of officers of the Parent or of a Purchaser who were involved in the negotiation and execution of this Agreement or who were involved in the due diligence investigations of the CIS Business on behalf of the Parent or a Purchaser.

“Knowledge of Sellers” means the actual knowledge of the Chairman, the President, the Chief Financial Officer and General Counsel of RLP, the Senior Vice President of the CIS Direct Marketing Unit, the Senior Vice President of the CIS Data Information Services Unit and the Senior Vice President of the CIS City Directory Unit of Sellers, Phil Giroux, Joe Kovach, Matt Magnotte, Joan Miszak, Paul Blatter, Heather Wujek-Johns, and Rich Cleary, in each case, and, for the purposes of each of the representations and warranties set forth in Sections 2.9, 2.18, and 2.15 only, respectively, the person or persons whose employment is in a supervisory capacity and who spend all or substantially all of their employment time on matters which are the subject of said representations and warranties and shall not include imputed knowledge.

“Laws” means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law in any jurisdiction or multinational organization or any state, county, city or other political subdivision or of any Governmental or Regulatory Authority.

“Liability” or “Liabilities” means any or all indebtedness, obligations and other liabilities of a Person (whether known or unknown, whether absolute, accrued, contingent, fixed or otherwise, and whether due or to become due).

“Master Licensing Agreement” has the meaning ascribed to it in the recitals.

“Material Contracts” has the meaning ascribed to it in Section 2.12.

“Minimum Claim Size” has the meaning ascribed to it in Section 11.3(a).

“Motor Vehicles” means and includes automobiles, trucks (all Gross Vehicle Weight classes), buses, motorcycles, motor homes, recreational vehicles, off road vehicles, snow mobiles, self propelled construction equipment and other vehicles.

“New Facts” has the meaning ascribed to it in Section 4.10.

“Order” means any writ, judgment, decree, injunction or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final).

“Parent” has the meaning ascribed to it in the preamble.

“PBGC” means Pension Benefit Guaranty Corporation.

“Permits” means all licenses, permits, authorizations, approvals, registrations, franchises and similar consents granted or issued by any Governmental or Regulatory Authority.

“Permitted Encumbrance” means (i) any Encumbrance for Taxes not yet due or delinquent or being contested in good faith by appropriate proceedings, (ii) any statutory Encumbrance arising in the ordinary course of business by operation of Law with respect to a Liability that is not yet due or delinquent, (iii) any imperfection of title or similar Encumbrance which has not had or would not have (assuming no material change in the use of the relevant asset or property) material adverse effect on the relevant asset or property, and (iv) any Encumbrance listed in Section 14.1 of the Disclosure Schedules.

“Person” means any natural person, corporation, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental or Regulatory Authority.

“Preliminary Purchase Price” has the meaning ascribed to it in Section 1.3(a).

“Polk Canada” has the meaning ascribed to it in the recitals.

“Polk Canada Business” has the meaning ascribed to the term “Business” in the Polk Canada Purchase Agreement.

“Polk Canada Purchase Agreement” has the meaning ascribed to it in the recitals.

“Polk Costa Rica” has the meaning ascribed to it in the recitals.

“Polk Costa Rica Indemnified Liabilities” has the meaning ascribed to it in Section 10.1(a).

“Polk Costa Rica Indemnitees” has the meaning ascribed to it in Section 10.1(a).

“Polk Costa Rica Release” has the meaning ascribed to it in Section 4.8(c).

“Polk Costa Rica Shares” has the meaning ascribed to it in Section 1.1(a)(x).

“Purchaser” has the meanings ascribed to it in the preamble.

“Purchaser Indemnified Parties” means and includes the officers, directors, employees, successors and permitted assigns of Purchaser.

“Purchaser Representatives” has the meaning ascribed to it in Section 4.3.

"Purchaser's Benefit Plans" has the meaning ascribed to it in Section 9.4(a).

"RCRA" has the meaning ascribed to it in Section 2.16.

"Real Property" means the Real Property Owned and the real property subject to the Real Property Leases.

"Related Agreement" means the Master Licensing Agreement, the Transition Services Agreement and all other agreements, contracts, certificates, instruments or other documents required to be executed and/or delivered pursuant to or in connection with this Agreement by any Person. For clarification, Related Agreement does not include the Polk Canada Purchase Agreement or any "Related Agreement" as defined therein. In addition, for purposes of Section 3.10 and Section 11.4(f) hereof, it only means such items listed in the definition of "Related Agreement" which are executed by one or more of the Sellers (or their officers) which are delivered at the Closing and which are specifically identified by name herein.

"RLP" has the meaning ascribed to it in the preamble.

"Riverside Assets" has the meaning ascribed to it in Section 1.1(b)(xv).

"Riverside Business" shall mean the business of a call center conducted from the location in Riverside, California.

"Seller" and "Sellers" have the meanings ascribed to them in the preamble.

"Seller Indemnified Parties" means and includes the Affiliates of the Sellers and the officers, directors and employees of Sellers and their Affiliates and their respective successors and permitted assigns and the shareholders of RLP.

"Sellers' Pension Plans" has the meaning ascribed to it in Section 9.3(b).

"Sellers Representatives" means and includes each Affiliate of the Sellers and the respective directors, officers, employees, shareholders and agents of each Seller and each Affiliate of the Sellers.

"Sellers' Welfare Benefit Plans" has the meaning ascribed to it in Section 9.3(c).

"Selling Memorandum" means the Confidential Memorandum dated July \_\_, 1999.

"Solvent" has the meaning ascribed to it in Section 3.12(a).

"Taxes" has the meaning ascribed to it in Section 2.18(a)(i).

"Tax Returns" has the meaning ascribed to it in Section 2.18(a)(ii).

“Third Party Claim” has the meaning ascribed to it in Section 11.6.

“Threshold Amount” has the meaning ascribed to it in Section 11.3.

“TPC” has the meaning ascribed to it in the preamble.

“Trademark Assignment Agreement” means the Trademark Assignment Agreement in the form of Exhibit M hereto relating to the trademark “Polk City Directories”.

“Trademark License Agreement” means the Trademark License Agreement in the form of Exhibit D hereto.

“Transfer Taxes” means all sales, use, transfer, real property transfer, reporting, recording, gains, stock transfer and other similar taxes and fees arising out of or in connection with the transactions effected pursuant to this Agreement.

“Transferred Employees” means those employees of the CIS Business listed in Section 2.24(a) of the Disclosure Schedules (as such schedule may be updated) who are offered, and who accept, employment with the Purchaser “Transition Services Agreement” has the meaning ascribed to it in Section 4.8(b).

“Transportation Party” means any Person that is: (a) a Motor Vehicle manufacturer; (b) a subsidiary of a Motor Vehicle manufacturer; (c) a Person that markets Motor Vehicles on a wholesale or retail basis, including but not limited to: (i) dealers that are franchisees of, or owned by, Motor Vehicle manufacturers; (ii) dealers that are franchisees of, or owned by, Persons that are not Motor Vehicle manufacturers; (iii) Persons that operates auctions concerning Motor Vehicles whether new, used, salvaged, etc.; (iv) providers of advertising, promotional, consulting or market research services and/or products in connection with its provision of its products and/or services to a Transportation Party; (v) a Person that manufacturers and/or markets products and services to Motor Vehicle manufacturers; (vi) a Person that manufactures and/or markets, on a wholesale or retail basis, products and services related to Motor Vehicles which products and/or services are marketed after the initial sale of Motor Vehicles; (vii) a consumer with respect to the marketing to such consumer of products and/or services relating to transportation including statistical information, vehicle title histories, vehicle resale valuations, price and specification information, and vehicle purchase intention referrals; (viii) an insurance provider or insurance agent with respect to such Person’s marketing of Motor Vehicle insurance or watercraft insurance; or (ix) a bank or other financial entity with respect to such Person’s marketing of financing or leasing for Motor Vehicles or watercraft.

“WARN” has the meaning ascribed to it in Section 9.9.

“Working Capital” has the meaning ascribed to it in Section 1.3(c).

“Working Capital Dispute Notice” has the meaning ascribed to it in Section 1.3(d)(i).

“Working Capital Schedule” has the meaning ascribed to it in Section 1.3(c).

"1933 Act" has the meaning ascribed to it in Section 4.12.

(b) Construction of Certain Terms and Phrases. Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (iv) the terms "Article," "Section," "clause" or "subclause" refer to the specified Article, Section, clause or subclause of this Agreement. Any change, effect or impact on the Condition of the Business as a result of (x) any change in the general economy of any jurisdiction or in any of the industries in which the CIS Business participates, (y) any change in any Law or adoption of any new Law (including any change in any interpretation thereof), and/or (z) the pendency of the transactions contemplated herein or the announcement thereof, shall in no event constitute a material adverse effect on the Condition of the Business for the purposes of this Agreement. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Any representation or warranty contained herein as to the enforceability of a Contract (including this Agreement and any Related Agreement) shall be subject to the effect of any bankruptcy, insolvency, reorganization, moratorium or other similar law affecting the enforcement of creditors' rights generally and to general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at Law). Any representation or warranty as to Polk Costa Rica, its assets, business, liabilities or otherwise relating to Polk Costa Rica in this Agreement (and any representation and warranty as to a Seller or the CIS Business to the extent the same relates to Polk Costa Rica) is made by Sellers solely to their Knowledge and only as to the period during which TPC has owned Polk Costa Rica. This Agreement and the Related Agreements are being entered into by and among competent and sophisticated parties who are experienced in business matters and represented by counsel and other advisors, and have been reviewed by the parties and their counsel and other advisors. Therefore, any ambiguous language in this Agreement or any Related Agreement will not necessarily be construed against any particular party as the drafter of the language.

## ARTICLE 15.

### MISCELLANEOUS

15.1. Notices. All notices, requests and other communications hereunder must be in writing and shall be deemed to have been duly given only if delivered personally or by facsimile transmission or mailed (first class postage prepaid) to the parties at the following addresses or facsimile numbers:

If to Purchaser or Parent, to: Equifax Inc.  
1550 Peachtree Street  
Atlanta, Georgia 30309  
Facsimile No: (404) 885-8988  
Attn: Bruce S. Richards,  
Corporate Vice President and General Counsel  
cc: Robert Hilles

with copies to: Kilpatrick Stockton LLP  
1100 Peachtree Street  
Atlanta, Georgia 30309  
Facsimile No: (404) 815-6555  
Attn: Gregory K. Cinnamon

If to Sellers, to: R.L. Polk & Co.  
26955 Northwestern Highway  
Southfield, Michigan 48034  
Facsimile No: (248) 728-7502  
Attn: Office of General Counsel

with a copy to: Miller, Canfield, Paddock and Stone, P.L.C.  
150 West Jefferson, Suite 2500  
Detroit, Michigan 48226  
Facsimile No: (313) 496-7566  
Attn: Terrence Crawford, Esq.

All such notices, requests and other communications shall (a) if delivered personally to the address as provided in this Section 15.1, be deemed given upon delivery, (b) if delivered by facsimile transmission to the facsimile number as provided in this Section 15.1, be deemed given upon receipt, and (c) if delivered by mail in the manner described above to the address as provided in this Section 15.1 be deemed given upon receipt (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice, request or other communication is to be delivered pursuant to this Section 15.1). Any party hereto from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

15.2. Entire Agreement. This Agreement and the Related Agreements supersede all prior discussions and agreements between or among the parties hereto with respect to the subject matter hereof and thereof and contain the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof; provided, however, that the Confidentiality Agreement shall survive the execution and delivery, and any termination, of this Agreement and the Related Agreements.

15.3. Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each party hereto shall pay its own costs and expenses incurred in connection with the negotiation, execution and closing of this Agreement and the Related Agreements and the transactions contemplated hereby and thereby. In the event of termination of this Agreement, the obligation of each party to pay its own expenses will be subject to any rights of such party arising from a breach of this Agreement by another party. Purchaser shall bear and pay all filing and other fees in connection with all filings required under applicable Law with any Governmental or Regulatory Authority, including under the HSR Act.

15.4. Public Announcements. At all times at or before the Closing, Sellers, on the one hand, and Purchaser, on the other hand, shall not issue or make any reports, statements or releases to the public or generally to the customers, suppliers or other Persons to whom either of the Sellers sells goods or provides services or with whom the Sellers otherwise have significant business relationships with respect to this Agreement or the transactions contemplated hereby without the consent of the other party, which consent shall not be unreasonably withheld. If any party is unable to obtain the approval of its public report, statement or release from the other party and such report, statement or release is, in the opinion of legal counsel to such party, required by Law in order to discharge such party's disclosure obligations, then such party may make or issue the legally required report, statement or release and promptly furnish the other party with a copy thereof. Each party shall also obtain the other party's prior approval of any press release to be issued immediately following the Closing announcing the consummation of the transactions contemplated by this Agreement.

15.5. Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party hereto of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

15.6. Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

15.7. No Third Party Beneficiary. Except for Articles 10 and 11 to the extent contemplated thereby, the terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective successors or permitted assigns, and it is not the intention of the parties hereto to confer third party beneficiary rights upon any other Person.

15.8. No Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto without the prior written consent of the other parties hereto and any attempt to do so shall be void except in the case of the Parent as set forth in Section 15.19 hereof. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and permitted assigns.

15.9. Heading. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

15.10. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and



enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

15.11. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Michigan applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

15.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.13. Bulk Sales. The parties hereto waive compliance with the bulk transfer act or comparable laws of the State of Colorado and any other jurisdiction. Nothing contained herein is intended nor shall be construed to prevent or estop any party from asserting that such laws do not apply to the transactions contemplated herein.

15.14. Incorporation by Reference. The Schedules and Disclosure Schedules and Exhibits constitute integral parts of this Agreement and are hereby incorporated by reference herein.

15.15. Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

15.16. Specific Performance. The parties agree that irreparable damages would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and each of the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at Law or in equity that may be available under applicable Law.

15.17. Disclosure Schedules. Certain information in the Disclosure Schedules may not be required to be disclosed pursuant to this Agreement. Any such information is included solely for informational purposes, and the inclusion of such information shall not be deemed to enlarge or enhance any of the representations or warranties of the Sellers in the Agreement or otherwise alter in any way the terms of this Agreement. Nor shall the disclosure of any information in the Disclosure Schedules be deemed to indicate whether the information disclosed is "material" or constitutes a "material adverse effect".

15.18. Joint and Several. Any covenants or obligations of the Purchaser and Parent in this Agreement shall be the joint and several.

15.19. Assignment. Parent may assign its rights and obligations hereunder to an Affiliate of Parent, but such assignment shall not release or otherwise modify the obligations of the Parent/Purchaser hereunder and upon such assignment the obligations hereunder of the Parent shall be the joint and several obligations of the Parent and the Purchaser so designated. Such assignment shall be effective only if it complies with the following: (a) Parent gives written notice of such assignment to Sellers on or before February 21, 2000, together with an assignment and assumption agreement reasonably satisfactory to the Sellers and (b) the assignee becomes

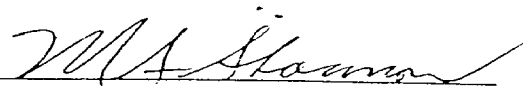
bound to any other agreement executed contemporaneously herewith between Sellers and Parent. If such an assignment occurs, all documents to be executed and delivered at the Closing will be modified to reflect such assignment and Parent hereby agrees that it shall execute and deliver to the Sellers at the Closing its guaranty in the form of Exhibit N hereto. The execution and delivery of the foregoing guaranty shall be a condition precedent to the obligations of the Sellers to consummate the Closing.

15.20. Shared Applications. Attached hereto as Schedule 15.20 is a list of applications (“Shared Applications”) which are used in both the CIS Business as well as in other businesses of Sellers (“Sellers’ Other Businesses”). It is the intention and agreement of the parties hereto that (a) the right, title, and interest (“Interest”) of the Sellers in certain of the Shared Applications will be assigned to the Purchaser while the Interest in the other Shared Applications will be retained by one or both of the Sellers and (b) the party receiving or retaining the Interest in the Shared Applications will license the use of such Shared Application to the other parties hereto for use, in the case of a Seller, in Sellers’ Other Business and for use, in the case of the Purchaser, in the CIS Business. However, the parties to this Agreement as of the date hereof have not determined the following: in which Shared Applications the Sellers will transfer their Interest to the Purchaser and in which Shared Applications the Sellers, or one of them, will retain their respective Interest and have not determined the terms and conditions of the relevant licenses. Therefore, the parties hereto agree to negotiate in good faith to reach the necessary final determinations and to enter into definitive agreements to embody the results of such negotiations.

**[Remainder of Page Intentionally Left Blank]**


IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party as of the date first above written.

PARENT AND PURCHASER:  
EQUIFAX INC.

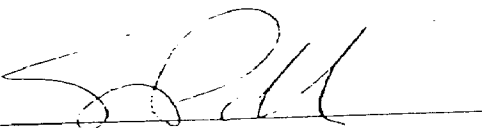
By:   
Name: Michael S. Shannon  
Title: Senior Vice President

SELLERS:

R.L. POLK & CO.

By:   
Name: Stephen R. Polk  
Title: Chairman and CEO

THE POLK COMPANY

By:   
Name: Stephen R. Polk  
Title: Chairman and CEO