FORM 8-K

Current report filing

Filing Date: **2012-04-30** | Period of Report: **2012-04-30**
SEC Accession No. 0001193125-12-196605

(HTML Version on secdatabase.com)

FILER

TRANSUNION CORP.
CIK:**1513514**| IRS No.: **743135689** | Fiscal Year End: **1231**
Type: **8-K** | Act: **34** | File No.: **333-172549** | Film No.: **12796396**
SIC: **7320** Consumer credit reporting, collection agencies

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): April 30, 2012

TransUnion Corp.

(Exact Name of Registrant as Specified in Charter)

Delaware	**333-172549**	**74-3135689**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification Number)**

555 West Adams Street, Chicago, Illinois	**60661**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant' s telephone number, including area code: (312) 985-2000

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)

Item 1.01 Entry into a Material Definitive Agreement.

Amendment to Agreement and Plan of Merger

On February 17, 2012, TransUnion Corp. (the "Company") announced that it had entered into an Agreement and Plan of Merger (as amended, the "Merger Agreement") with Spartan Parent Holdings Inc., a Delaware corporation, now known as TransUnion Holding Company, Inc. ("Parent"), Spartan Acquisition Sub Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and MDCPVI TU Holdings, LLC, a Delaware limited liability company, solely in its capacity as the stockholder representative under the Merger Agreement (the "Stockholders' Representative"). The Merger Agreement provides for the merger of Merger Sub with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly-owned subsidiary of Parent. Parent is jointly owned by affiliates of Advent International Corporation ("Advent") and Goldman Sachs Capital Partners ("GS").

On April 29, 2012, the Company, Parent, Merger Sub, the Stockholders' Representative and the Limited Guarantors identified therein entered into a First Amendment to Agreement and Plan of Merger (the "Amendment") for the purpose of, among other things, excluding certain management stockholders and optionholders identified therein from participation in the Indemnity Escrow Fund (as defined in the Merger Agreement) and providing that such management stockholders and optionholders would instead agree to be bound by a direct indemnity obligation to the Parent Indemnitees (as defined in the Merger Agreement). The Amendment and the transactions contemplated thereby were approved by the Company' s board of directors on April 28, 2012 and by its voting stockholders on April 29, 2012.

The foregoing description of the Amendment is a summary and is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On April 30, 2012, pursuant to the terms of the Merger Agreement, Merger Sub was merged with and into the Company, with the Company being the surviving corporation. Upon completion of the Merger, the Company became a wholly-owned subsidiary of Parent. Parent is jointly owned by affiliates of Advent and GS. The Merger Agreement and the transactions contemplated thereby, including the Merger, were approved by the Company' s board of directors on February 16, 2012 and by its voting stockholders on February 17, 2012.

At the effective time and as a result of the Merger, (i) each share of common stock of Merger Sub issued and outstanding immediately prior to the effective time was automatically converted into one share of common stock of the Company, and (ii) each share of common stock of the Company (other than shares (a) held by the Company in treasury, or (b) held by stockholders who have perfected and not withdrawn a demand for appraisal rights under Delaware law) was canceled and converted automatically into the right to receive approximately $53.43 in cash, without interest and less any applicable withholding taxes (the "Per Share Merger Consideration"). Additionally, immediately prior to the effective time, the Company accelerated vesting of any unvested option to purchase shares of common stock of the Company under the TransUnion Corp. 2010 Management Equity Plan and, following such acceleration of vesting, each vested and unexercised option to purchase shares of common stock of the Company was cancelled and converted into the right to receive cash consideration in an amount equal to the Per Share Merger Consideration minus the exercise price of the option times the number of shares subject to the option.

In connection with the closing of the Merger, and pursuant to an agreement (the "Rollover Agreement") between certain members of management (the "Rollover Executives") and Parent, each of the Rollover Executives agreed to purchase shares of common stock of Parent (the "Parent Shares") at a cash purchase price of $10.00 per share. Such purchases were effected immediately following the consummation of the Merger. In addition, each Rollover Executive pledged to Parent a portion of his or her Parent Shares as security for his or her direct indemnity obligation under the Merger Agreement.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the full text of (i) the February 17, 2012 Merger Agreement, which is included as Exhibit 2.1 to the Company' s Annual Report on Form 10-K for the fiscal year ended December 31, 2011 filed with the Securities and Exchange Commission on February 17, 2012 and is incorporated herein by reference, and (ii) the Amendment, which is included as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

Reference is made to the disclosure in Item 2.01 of this Current Report on Form 8-K, which disclosure is incorporated herein by reference. The issuance of these securities was deemed to be exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance on Section 4(2) of the Securities Act as a transaction by an issuer not involving a public offering.

Item 5.01 Changes in Control of Registrant.

Upon the closing of the Merger on April 30, 2012, a change in control of the Company occurred, and the Company now is a wholly-owned subsidiary of Parent, as described in Item 2.01 of this Current Report on Form 8-K. Parent is jointly owned by affiliates of Advent and GS. Immediately prior to the effective time of the Merger, the issued and outstanding voting common stock of the Company was owned as follows: (i) MDCPVI TU Holdings, LLC owned approximately 50.9%; (ii) Pritzker family business interests owned 48.1%; and (iii) management and director stockholders owned approximately 1%. As of the effective time of the Merger, the issued and outstanding common stock of Parent is owned as follows: (i) 49.5% by affiliates of Advent; (ii) 49.5% by affiliates of GS; and (iii) 1.0% by the Rollover Executives. The Merger consideration was funded through (i) $1,104.0 million of equity capital from affiliates of Advent and GS; (ii) $600.0 million of 9.625%/10.375% Senior PIK Toggle Notes due 2018 issued by Parent; and (iii) approximately $48.9 million of the Company' s available cash from operations.

Pursuant to the terms of the Merger Agreement, the board of directors of Merger Sub immediately prior to the effective time of the Merger became the initial directors of the Company following effectiveness of the Merger. Therefore, by effect of the Merger, the board of directors of the Company was reconstituted to be comprised of Christopher Egan, Sumit Rajpal, Siddharth Mehta and Steve Tadler, with five vacancies.

Pursuant to the terms of the Major Stockholders' Agreement (the "Major Stockholders' Agreement") dated as of April 30, 2012, among Parent, the Advent Investor (as defined therein), the GS Investors (as defined therein, and together with the Advent Investor, the "Investors"), and any other person who becomes a party thereto pursuant to the terms thereof, the board of directors of Parent (the "Parent Board") shall be set at nine. The Parent Board shall consist of (i) three directors designated by the GS Investors; (ii) three directors designated by the Advent Investor; (iii) the chief executive officer of the Company; and (iv) two independent directors designated jointly by the GS Investors and the Advent Investor.

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

In accordance with the terms of the Merger Agreement, at the effective time of the Merger the directors of the Merger Sub became the directors of the Company. As a result, each of the Company' s incumbent directors was removed by operation of the Merger and replaced by Christopher Egan, Sumit Rajpal, Siddharth Mehta and Steve Tadler.

Immediately prior to the effective time of the Merger, on April 30, 2012, the number of directors that constitute the whole board of directors of Merger Sub was increased to nine, and the entire board of directors of Merger Sub was reconstituted to be comprised of Christopher Egan, Sumit Rajpal, Siddharth Mehta and Steve Tadler, with five vacancies. While only four directors were appointed to Merger Sub' s board of directors immediately prior to the effective time of the Merger, the Company expects to fill the remaining vacancies shortly after the effectiveness of the Merger.

Christopher Egan is a Managing Director at Advent International, having joined the firm in 2000. Prior to joining Advent, Mr. Egan previously worked at UBS Warburg in the financial sponsors group. Mr. Egan currently serves as a director of BondDesk Group.

Sumit Rajpal is a Managing Director in the Merchant Banking Division of Goldman, Sachs & Co, where he leads the financial services investment practice globally. He joined Goldman Sachs in 2000 and became a Managing Director in 2007. Mr. Rajpal also serves as a director on the boards of USI Holdings Corporation, Alliance Films Holdings Inc., ProSight Specialty Insurance Holdings, SKBHC Holdings, LLC, Enstar Group Limited and Dollar General Corporation (where he is an observer on the board).

Steve Tadler is a Managing Partner at Advent, having joined the firm in 1985 and becoming Managing Director of the North American buyouts group in 1994. From 1997 to 2006, Mr. Tadler headed Advent' s European Operations. Mr. Tadler also serves as a director on the boards of Skillsoft and Dufry.

The incumbent officers of the Company immediately prior to the effective time of the Merger were appointed officers of the Company after the Merger by resolution of the Company' s board of directors.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On April 30, 2012, in connection with the Merger Agreement, the Company amended and restated its Certificate of Incorporation to reflect the changes contemplated by the Merger Agreement. Effective that same date, the Company amended and restated its bylaws to reflect the changes contemplated by the Merger Agreement. The Amended and Restated Certificate of Incorporation of the Company and the Amended and Restated Bylaws of the Company are attached hereto as Exhibits 3.1 and 3.2, respectively, and are incorporated herein by reference.

Item 5.07 Submission of Matters to a Vote of Security Holders.

Pursuant to Section 14 of the Company' s Bylaws, which allows the stockholders to take action, in lieu of a meeting, without prior notice and without a vote, on April 29, 2012, stockholders representing at least a majority of the issued and outstanding shares entitled to vote at a meeting of stockholders executed written consents approving (i) the Amendment and (ii) certain payments to disqualified individuals pursuant to Section 280G of the Internal Revenue Code, as amended.

Stockholders owning 29,522,915.63685380 shares of the Company' s common stock, par value $0.01 per share (the "Common Stock"), representing approximately 99% of the issued and outstanding Common Stock and 100% of the voting rights of the Company, authorized each of the above items.

Item 9.01 Financial Statements and Exhibits.

(b) Pro Forma Financial Information.

The required unaudited pro forma condensed financial information with respect to the combined company will be filed by amendment to this Item 9.01(b) within 71 calendar days after the date on which this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

A list of exhibits is set forth in the Exhibit Index which immediately precedes such Exhibits and is incorporated herein by reference.

SIGNATURE

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

Date: April 30, 2012

TRANSUNION CORP.

/s/ SAMUEL A. HAMOOD

Samuel A. Hamood

Executive Vice President and Chief Financial Officer

Exhibit Index

Exhibit No.	Description
3.1	Amended and Restated Certificate of Incorporation of TransUnion Corp.
3.2	Amended and Restated Bylaws of TransUnion Corp.
10.1	First Amendment to Agreement and Plan of Merger, dated as of April 29, 2012, among TransUnion Corp., TransUnion Holding Company, Inc., Spartan Acquisition Sub Inc., MDCPVI TU Holdings, LLC and the Limited Guarantors identified therein.

Exhibit 3.1

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

TRANSUNION CORP.

FIRST: The name of the corporation is TransUnion Corp. (the "**Corporation**").

SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended ("**Delaware Law**").

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is 1,000, and the par value of each such share is $0.01, amounting in the aggregate to $10.00.

FIFTH: The Board of Directors shall have the power to adopt, amend or repeal the bylaws of the Corporation.

SIXTH: Election of directors need not be by written ballot unless the bylaws of the Corporation so provide.

SEVENTH: The Corporation expressly elects not to be governed by Section 203 of Delaware Law.

EIGHTH:

(a) Nature of Indemnity. Each person (a "**Covered Person**") who was or is a party or is threatened to be made a party to, or is involved in, any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "**proceeding**"), by reason of the fact that he or she (or a person of whom he or she is the legal representative), is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action in an official capacity as a director, officer, employee, fiduciary or agent, or in any other capacity while serving as a director, officer, employee, fiduciary or agent,

shall be indemnified and held harmless by the Corporation to the fullest extent which it is empowered to do so by Delaware Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all cost, expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding, judgments, fines, Employee Retirement Income Security Act of 1974, as amended, excise taxes or penalties and amounts paid or to be paid in settlement) and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph (b) of this ARTICLE EIGHTH, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the board of directors of the Corporation. The right to indemnification conferred in this ARTICLE EIGHTH shall be a contract right and, subject to paragraphs (b) and (d) of this ARTICLE EIGHTH, shall include the right to payment by the Corporation of the expenses incurred in defending any such proceeding in advance of its final disposition. The Corporation may, by action of the board of directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(b) Procedure for Indemnification of Covered Persons. Any indemnification of a Covered Person under paragraph (a) of this ARTICLE EIGHTH or advance of expenses under paragraph (d) of this ARTICLE EIGHTH shall be made promptly, and in any event within thirty (30) days, upon the written request of the Covered Person; provided, that a claim for indemnification shall only be made following the final disposition of a proceeding; provided, further, that no payment of any indemnification claim shall be made prior to the approval of such payment by the board of directors. If the indemnification of a Covered Person is subject to authorization of the board of directors of the Corporation pursuant to paragraph (a) of this ARTICLE EIGHTH, and the Corporation fails to respond within thirty (30) days to a written request for indemnity, the Corporation shall be deemed to have approved the request. If the Corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within thirty (30) days, the right to indemnification or advances as granted by this ARTICLE EIGHTH shall be enforceable by the Covered Person in any court of competent jurisdiction. Such person' s costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation to the fullest extent permitted by law. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standard of conduct that make it

permissible under Delaware Law for the Corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the Corporation. Neither the failure of the Corporation (including its board of directors, stockholders or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Delaware Law, nor an actual determination by the Corporation (including its board of directors, its stockholders or its independent legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) Insurance. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, representative, employee, fiduciary, or agent of the Corporation or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the Corporation would have the power to indemnify such person against such liability under this ARTICLE EIGHTH.

(d) Expenses. Expenses incurred by any person described in paragraph (a) of this ARTICLE EIGHTH in defending a proceeding shall be paid by the Corporation in advance of such proceeding' s final disposition upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation unless otherwise determined by the board of directors in the specific case not to require such an undertaking. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

(e) Employees and Agents. Persons who are not covered by the foregoing provisions of this ARTICLE EIGHTH and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time, or from time to time, by the board of directors.

(f) Contract Rights. The provisions of this ARTICLE EIGHTH shall be deemed to be a contract right between the Corporation and each Covered Person who serves in any such capacity at any time while this ARTICLE EIGHTH and the relevant provisions of Delaware Law or other applicable law are in effect, and any repeal or modification of this ARTICLE EIGHTH or any such provisions of Delaware Law or other law shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

(g) Merger or Consolidation. For purposes of this ARTICLE EIGHTH, references to "the Corporation" shall include, in addition to the Corporation, any surviving or resulting corporation from any merger or consolidation involving the Corporation, including any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, representative, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, representative, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this ARTICLE EIGHTH with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

(h) Exculpation. To the fullest extent permitted by Delaware Law as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide more extensive exculpation rights than said law permitted the Corporation to provide prior to such amendment), a director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director.

(i) Nonexclusivity of ARTICLE EIGHTH. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this ARTICLE EIGHTH shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, any provision of this Amended and Restated Certificate of Incorporation, the bylaws of the Corporation or any agreement, or pursuant to the vote of stockholders or disinterested directors or otherwise.

NINTH: The Corporation reserves the right to amend this Amended and Restated Certificate of Incorporation in any manner permitted by Delaware Law and all rights and powers conferred herein on stockholders, directors and officers, if any, are subject to this reserved power.

Exhibit 3.2

AMENDED AND RESTATED BYLAWS

OF

TRANSUNION CORP.

* * * * *

ARTICLE 1
OFFICES

Section 1.01 . *Registered Office.* The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 1.02 . *Other Offices.* The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

Section 1.03 . *Books.* The books of the Corporation may be kept within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
MEETINGS OF STOCKHOLDERS

Section 2.01 . *Time and Place of Meetings.* All meetings of stockholders shall be held at such place, either within or without the State of Delaware, on such date and at such time as may be determined from time to time by the Board of Directors (or the Chairman in the absence of a designation by the Board of Directors).

Section 2.02 . *Annual Meetings.* Unless directors are elected by written consent in lieu of an annual meeting as permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended ("**Delaware Law**"), an annual meeting of stockholders, commencing with the year 2012, shall be held for the election of directors and to transact such other business as may properly be brought before the meeting. Stockholders may, unless the certificate of incorporation otherwise provides, act by written consent to elect directors; *provided*, *however*, that if such consent is less than unanimous, such action by written consent may be in lieu of holding an annual meeting only if all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

Section 2.03 . *Special Meetings.* Special meetings of stockholders may be called by the Board of Directors or the Chairman of the Board and shall be called by the Secretary at the request in writing of holders of record of a majority of the outstanding capital stock of the Corporation entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 2.04 . *Notice of Meetings and Adjourned Meetings; Waivers of Notice. (a)* Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by Delaware Law, such notice shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder of record entitled to vote at such meeting. Unless these bylaws otherwise require, when a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time, place, if any, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(b) A written waiver of any such notice signed by the person entitled thereto, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.05 . *Quorum.* Unless otherwise provided under the certificate of incorporation or these bylaws and subject to Delaware Law, the presence, in person or by proxy, of the holders of a majority of the outstanding capital stock of the Corporation entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, a majority in voting interest of the stockholders present in person or represented by proxy may adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2.06 . *Voting. (a)* Unless otherwise provided in the certificate of incorporation of the Corporation and subject to Delaware Law, each stockholder shall be entitled to one vote for each outstanding share of capital stock of the Corporation held by such stockholder. Any share of capital stock of the Corporation held by the Corporation shall have no voting rights. Except as otherwise provided by law, the certificate of incorporation of the Corporation or these bylaws, in all matters other than the election of directors, the affirmative vote of the majority of the shares of capital stock of the Corporation present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders.

(b) Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, appointed by an instrument in writing, subscribed by such stockholder or by his attorney thereunto authorized, or by proxy sent by cable, telegram or by any means of electronic communication permitted by law, which results in a writing from such stockholder or by his attorney, and delivered to the secretary of the meeting before or at the time of the meeting. No proxy shall be voted after three (3) years from its date, unless said proxy provides for a longer period. If no date is stated in a proxy, such proxy shall be presumed to have been executed on the date of the meeting at which it is to be voted. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power or unless otherwise made irrevocable by law.

(c) In determining the number of votes cast for or against a proposal or nominee, shares abstaining from voting on a matter will not be treated as a vote cast.

Section 2.07 . *Action by Consent. (a)* Unless otherwise provided in the certificate of incorporation and subject to the proviso in Section 2.02, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding capital stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having

custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation' s registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take the action were delivered to the Corporation as provided in Section 2.07(b).

(b) Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this section and Delaware Law to the Corporation, written consents signed by a sufficient number of holders to take action are delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation' s registered office shall be by hand or by certified or registered mail, return receipt requested.

Section 2.08 . *Organization.* At each meeting of stockholders, the Chairman of the Board, if one shall have been elected, or in the Chairman' s absence or if one shall not have been elected, the director designated by the vote of the majority of the directors present at such meeting, shall act as chairman of the meeting. The Secretary (or in the Secretary' s absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting) shall act as secretary of the meeting and keep the minutes thereof.

Section 2.09 . *Order of Business.* The order of business at all meetings of stockholders shall be as determined by the chairman of the meeting.

ARTICLE 3
DIRECTORS

Section 3.01 . *General Powers.* Except as otherwise provided in Delaware Law or the certificate of incorporation of the Corporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 3.02 . *Number, Election and Term Of Office.* (a) The number of directors which shall constitute the whole Board shall be fixed from time to time by resolution of the Board of Directors. No decrease in the number of directors constituting the entire Board shall have the effect of shortening the term of any

incumbent director. The directors shall be elected at the annual meeting of the stockholders by written ballot, except as provided in Section 2.02 and Section 3.12 herein, and each director so elected shall hold office until such director' s successor is elected and qualified or until such director' s earlier death, resignation or removal. Directors need not be stockholders.

(b) Subject to the rights of the holders of any series of preferred stock to elect additional directors under specific circumstances, directors shall be elected by a plurality of the votes of the shares of capital stock of the Corporation present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

Section 3.03 . *Quorum and Manner of Acting.* Unless the certificate of incorporation or these bylaws require a greater number, a majority of the total number of directors shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. When a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Board of Directors may transact any business which might have been transacted at the original meeting. If a quorum shall not be present at any meeting of the Board of Directors the directors present thereat shall adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.04 . *Time and Place of Meetings.* The Board of Directors shall hold its meetings at such place, either within or without the State of Delaware, and at such time as may be determined from time to time by the Board of Directors (or the Chairman in the absence of a determination by the Board of Directors).

Section 3.05 . *Annual Meeting.* The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business at such place either within or without the State of Delaware, on such date and at such time as shall be specified in a reasonable notice thereof given.

Section 3.06 . *Regular Meetings.* After the place and time of regular meetings of the Board of Directors shall have been determined and notice thereof shall have been once given to each member of the Board of Directors, regular meetings may be held without further notice being given.

Section 3.07 . *Special Meetings.* Special Meetings of the Board of Directors may be called by the Chairman of the Board or the President and shall be called by the Chairman of the Board, President or Secretary on the written

request of one director. Reasonable notice thereof shall be given by the person or persons calling the meeting at least 24 hours before the meeting. Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver or notice or who shall attend such meeting without protesting, prior to or at its commencement, the lack of notice to such person.

Section 3.08 . *Committees.* The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matter: (a) approving or adopting, or recommending to the stockholders, any action or matter expressly required by Delaware Law to be submitted to the stockholders for approval or (b) adopting, amending or repealing any bylaw of the Corporation. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 3.09 . *Action by Consent.* Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions, are filed with the minutes of proceedings of the Board or committee. A telegram, telex, cablegram or similar transmission by a director, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a director, shall be regarded as signed by the director for purposes of this section. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.10 . *Telephonic Meetings.* Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or such committee, as the case may be, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 3.11 . *Resignation.* Any director may resign at any time by giving notice in writing or by electronic transmission to the Board of Directors or to the Secretary of the Corporation. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.12 . *Vacancies.* Unless otherwise provided in the certificate of incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the certificate of incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected. Each director so chosen shall hold office until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal. If there are no directors in office, then an election of directors may be held in accordance with Delaware Law. Unless otherwise provided in the certificate of incorporation, when one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in the filling of other vacancies.

Section 3.13 . *Removal.* Any director or the entire Board of Directors may be removed, with or without cause, at any time by the affirmative vote of the holders of a majority of the outstanding capital stock of the Corporation then entitled to vote at any election of directors and the vacancies thus created may be filled in accordance with Section 3.12 herein.

Section 3.14 . *Compensation.* Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board of Directors shall have authority to fix the compensation of directors, including fees and reimbursement of expenses.

ARTICLE 4
OFFICERS

Section 4.01 . *Principal Officers.* The principal officers of the Corporation shall be a President, one or more Vice Presidents, a Treasurer and a Secretary who shall have the duty, among other things, to record the proceedings of the meetings of stockholders and directors in a book kept for that purpose. The Corporation may also have such other principal officers, including one or more Controllers, as the Board may in its discretion appoint. One person may hold the offices and perform the duties of any two or more of said offices, except that no one person shall hold the offices and perform the duties of President and Secretary. None of the officers need be a stockholder or director of the Corporation or a resident of the State of Delaware.

Section 4.02 . *Election, Term of Office and Remuneration.* The principal officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting thereof. Each such officer shall hold office until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal. The remuneration of all officers of the Corporation shall be fixed by the Board of Directors. Any vacancy in any office shall be filled in such manner as the Board of Directors shall determine.

Section 4.03 . *Subordinate Officers.* In addition to the principal officers enumerated in Section 4.01 herein, the Corporation may have one or more Assistant Treasurers, Assistant Secretaries and Assistant Controllers and such other subordinate officers, agents and employees as the Board of Directors may deem necessary, each of whom shall hold office for such period as the Board of Directors may from time to time determine. The Board of Directors may delegate to any principal officer the power to appoint and to remove any such subordinate officers, agents or employees.

Section 4.04 . *Removal.* Except as otherwise permitted with respect to subordinate officers, any officer may be removed, with or without cause, at any time, by resolution adopted by the Board of Directors.

Section 4.05 . *Resignations.* Any officer may resign at any time by giving written notice to the Board of Directors (or to a principal officer if the Board of Directors has delegated to such principal officer the power to appoint and to remove such officer). The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.06 . *Powers and Duties.* The officers of the Corporation shall have such powers and perform such duties incident to each of their respective offices and such other duties as may from time to time be conferred upon or assigned to them by the Board of Directors.

ARTICLE 5
CAPITAL STOCK

Section 5.01 . *Certificates For Stock; Uncertificated Shares.* The shares of the Corporation shall be represented by certificates, provided that the Board of Directors of the Corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Except as otherwise provided by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of shares represented by certificates of the same class and series shall be identical. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by the Chairman or Vice Chairman of the Board of Directors, or the President or Vice President, and by the Treasurer or an assistant Treasurer, or the Secretary or an assistant Secretary of such Corporation representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. A Corporation shall not have power to issue a certificate in bearer form.

Section 5.02 . *Transfer Of Shares.* Shares of the stock of the Corporation may be transferred on the record of stockholders of the Corporation by the holder thereof or by such holder' s duly authorized attorney upon surrender of a certificate therefor properly endorsed or upon receipt of proper transfer instructions from the registered holder of uncertificated shares or by such holder' s duly authorized attorney and upon compliance with appropriate procedures for transferring shares in uncertificated form, unless waived by the Corporation.

Section 5.03 . *Authority for Additional Rules Regarding Transfer.* The Board of Directors shall have the power and authority to make all such rules and regulations as they may deem expedient concerning the issue, transfer and registration of certificated or uncertificated shares of the stock of the Corporation, as well as for the issuance of new certificates in lieu of those which may be lost or destroyed, and may require of any stockholder requesting replacement of lost or destroyed certificates, bond in such amount and in such form as they may deem expedient to indemnify the Corporation, and/or the transfer agents, and/or the registrars of its stock against any claims arising in connection therewith.

Section 5.04 . *Registered Stockholders.* The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 5.05 *Legends*. The Board shall have the power and authority to provide that certificates representing shares of stock bear such legends as the Board deems appropriate to assure that the Corporation does not become liable for violations of federal or state securities laws or other applicable law.

ARTICLE 6
GENERAL PROVISIONS

Section 6.01 . *Fixing the Record Date. (a)* In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided* that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by Delaware Law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the

Corporation' s registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by Delaware Law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 6.02 . *Dividends.* Subject to limitations contained in Delaware Law and the certificate of incorporation, the Board of Directors may declare and pay dividends upon the shares of capital stock of the Corporation, which dividends may be paid either in cash, in property or in shares of the capital stock of the Corporation.

Section 6.03 . *Year.* The fiscal year of the Corporation shall commence on January 1 and end on December 31 of each year.

Section 6.04 . *Corporate Seal.* The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

Section 6.05 . *Voting of Stock Owned by the Corporation.* The Board of Directors may authorize any person, on behalf of the Corporation, to attend, vote at and grant proxies to be used at any meeting of stockholders of any corporation (except this Corporation) in which the Corporation may hold stock.

Section 6.06 . *Amendments.* These bylaws or any of them, may be altered, amended or repealed, or new bylaws may be made, by the stockholders entitled to vote thereon at any annual or special meeting thereof or by the Board of Directors.

Section 6.07 . *Method of Notice; Waiver of Notice of Meetings of Stockholders, Directors and Committees*. Whenever by statute, the certificate of incorporation, or these bylaws, notice is required to be given to any committee member, director, or stockholder and no provision is made as to how such notice shall be given, personal notice shall not be required and any such notice may be

given (a) in writing, by mail, postage prepaid, addressed to such committee member, director, or stockholder at such person' s address as it appears on the books or (in the case of a stockholder) the stock transfer records of the Corporation, or (b) by any other method permitted by law (including but not limited to overnight courier service, electronic mail, telegram, telex, or telefax). Any notice required or permitted to be given by mail shall be deemed to be delivered and given at the time when the same is deposited in the United States mail as aforesaid. Any notice required or permitted to be given by overnight courier service shall be deemed to be delivered and given at the time delivered to such service with all charges prepaid and addressed as aforesaid. Any notice required or permitted to be given by electronic mail, telegram, telex, or telefax shall be deemed to be delivered and given at the time transmitted with all charges prepaid and addressed as aforesaid. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, a the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, Directors or members of a committee of Directors need be specified in any written waiver of notice.

Section 6.08 . *Deposits*. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trusts companies, or other depositaries as the Board of Directors may approve or designate, and all such funds shall be withdrawn only upon authorization of such one or more officers or employees as the Board shall from time to time determine.

Section 6.09 . *Borrowing, etc*. No officer, agent or employee of the Corporation shall have any power or authority to borrow money on its behalf, to pledge its credit, or to mortgage or pledge its real or personal property, except (1) within the scope and to the extent of the authority delegated by Resolution of the Board of Directors or (2) in the ordinary conduct of the business of the Corporation, including but not limited to entering into contracts and incurring liabilities with respect to the purchase of goods and services on behalf of the Corporation in the ordinary course of its business. Authority may be given by the Board for any of the above purposes and may be general or limited to specific instances.

Section 6.10 . *Indemnification of Directors and Officers*. (a) Each person (a "**Covered Person**") who was or is made a party or is threatened to be made a party to, or is involved in, any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "**proceeding**"), by reason of the fact that he or she (or a person of whom he is the legal representative), is or was a director or officer of the Corporation, or is or was serving at the request of the

Corporation as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action in an official capacity as a director, officer, employee, fiduciary or agent, or in any other capacity while serving as a director, officer, employee, fiduciary or agent, shall be indemnified and held harmless by the Corporation to the fullest extent which it is empowered to do so by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding, judgments, fines, Employee Retirement Income Security Act of 1974, as amended, excise taxes or penalties and amounts paid or to be paid in settlement) and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 6.10(b) hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the board of directors of the Corporation. The right to indemnification conferred in this Section 6.10 shall be a contract right and, subject to Sections 6.10(b) and (e) hereof, shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition. The Corporation may, by action of its board of directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(b) Any indemnification of a Covered Person under Section 6.10(a) or advance of expenses under Section 6.10(e) shall be made promptly, and in any event within thirty (30) days, upon the written request of the Covered Person; provided, that a claim for indemnification shall only be made following the final disposition of a proceeding; provided, further, that no payment of any indemnification claim shall be made prior to the approval of such payment by the board of directors. If the indemnification of a Covered Person is subject to authorization of the board of directors of the Corporation pursuant to Section 6.10(a) and the Corporation fails to respond within thirty (30) days to a written request for indemnity, the Corporation shall be deemed to have approved the request. If the Corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within thirty (30) days, the right to indemnification or advances as granted by this Section 6.10 shall be enforceable by the Covered Person in any court of competent jurisdiction. Such person' s costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation to the fullest extent permitted by law. It shall be a defense to

any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standard of conduct that make it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the Corporation. Neither the failure of the Corporation (including its board of directors, stockholders or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including its board of directors, stockholders or independent legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section 6.10 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

(d) The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, representative, employee, fiduciary, or agent of the Corporation or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the Corporation would have the power to indemnify such person against such liability under this Section 6.10.

(e) Expenses incurred by any person described in Section 6.10(a) in defending a proceeding shall be paid by the Corporation in advance of such proceeding' s final disposition upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation unless otherwise determined by the board of directors in the specific case not to require such an undertaking. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

(f) Persons who are not covered by the foregoing provisions of this Section 6.10 and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time, or from time to time, by the board of directors.

(g) The provisions of this Section 6.10 shall be deemed to be a contract right between the Corporation and each Covered Person who serves in any such capacity at any time while this Section 6.10 and the relevant provisions of the General Corporation Law of the State of Delaware or other applicable law are in effect, and no repeal or modification of this Section 6.10 or any such provisions of the General Corporation Law of the State of Delaware or other applicable law shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

(h) For purposes of this Section 6.10, references to "the Corporation" shall include, in addition to the Corporation, any surviving or resulting corporation from any merger or consolidation involving the Corporation, including any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, representative, employee, or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, representative, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Section 6.10 with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

(i) The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section 6.10 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, any provision of this certificate of incorporation, the bylaws of the corporation or any agreement, or pursuant to the vote of stockholders or disinterested directors or otherwise.

Section 6.11 *Transactions with Interested Parties*.

(a) No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee thereof which authorizes the contract or transaction or solely because such director or officer or their votes are counted for such purpose, if:

(i) The material facts as to such interested director or officer' s relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(ii) The material facts as to such interested director or officer' s relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(iii) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board, a committee thereof, or the stockholders.

(b) Quorum. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes the contract or transaction.

Section 6.12 *Corporate Opportunity.* To the fullest extent permitted by law, the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to any stockholder or director of the Corporation, except those stockholders or directors who are employees of the Corporation or its subsidiaries (collectively, the "Business Opportunities Exempt Parties"). The Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to any Business Opportunity Exempt Party. No Business Opportunity Exempt Party who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Corporation shall have any duty to communicate or offer such opportunity to the Corporation, and such Business Opportunity Exempt Party shall not be liable to the Corporation or to its stockholders for breach of any fiduciary or other duty by reason of the fact that such Business Opportunity Exempt Party pursues or acquires, or directs such opportunity to another Person or does not communicate such opportunity or information to the Corporation. No amendment or repeal of this Section 6.12 shall apply to or have any effect on the liability or alleged liability of any Business Opportunities Exempt Party for or with respect to any opportunities of which any such Business Opportunities Exempt Party becomes aware prior to such amendment or repeal.

Section 6.13 *Invalid Provisions.* If any part of these bylaws shall be held invalid or inoperative for any reason, the remaining parts, so far as it is possible and reasonable, shall remain valid and operative.

Exhibit 10.1

EXECUTION COPY

FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER

THIS FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER, entered into and effective as of April 29, 2012 (this "Amendment"), is made by and among (i) TransUnion Holding Company, Inc., a Delaware corporation formerly known as Spartan Parent Holdings Inc. ("Parent"), (ii) Spartan Acquisition Sub Inc., a Delaware corporation and a direct, wholly-owned subsidiary of Parent ("Merger Sub"), (iii) TransUnion Corp., a Delaware corporation (the "Company"); (iv) solely in its capacity as Stockholder Representative, MDCPVI TU Holdings, LLC, a Delaware limited liability company; and (v) each of the undersigned parties identified as Limited Guarantors on the signature pages hereto, and amends that certain Agreement and Plan of Merger, dated as of February 17, 2012 (the "Merger Agreement), by and among Parent, Merger Sub, the Company and, solely with respect to Article 11 of the Merger Agreement, the Stockholder Representative. Capitalized terms used and not otherwise defined in this Amendment have the meanings set forth in the Merger Agreement.

RECITALS

WHEREAS, Parent, Merger Sub, the Company and the Stockholder Representative entered into the Merger Agreement and, along with the Limited Guarantors, desire to amend the Merger Agreement in accordance with Section 10.4 thereof, as amended hereby, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements herein contained, the parties hereby agree as follows:

1. Amendments to the Merger Agreement. The parties hereby agree that the Merger Agreement shall be amended as follows:

(a) Section 2.3. Section 2.3 of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"2.3 Payment and Exchange Procedures.

(a) Closing Payments. At or prior to the Closing, Parent shall make, or cause to be made, the following payments (collectively, the "Closing Payments") by wire transfer of immediately available funds:

(i) subject to the conditions set forth in Section 2.3(b), to the MDP Stockholder, an amount equal to (x) the product of the Per Share Merger Consideration and the number of shares of Common Stock held by the MDP Stockholder immediately prior to the Effective Time, *minus* (y) the MDP Stockholder' s Pro Rata Portion of the SR Fund, in each case, as set forth in the Closing Funds Certificate to be delivered pursuant to Section 8.2(d) (the "MDP Stockholder Payment Amount");

(ii) subject to the conditions set forth in Section 2.3(b), to each Other Stockholder, an amount equal to (x) the product of the Per Share Merger

Consideration and the number of shares of Common Stock held by such Other Stockholder immediately prior to the Effective Time, *minus* (y) such Other Stockholder' s Pro Rata Portion of the SR Fund, *minus* (z) such Other Stockholder' s Pro Rata Portion of the Indemnity Escrow Fund, in each case, as set forth in the Closing Funds Certificate to be delivered pursuant to Section 8.2(d) (collectively, the "Other Stockholders Payment Amount");

(iii) subject to the conditions set forth in Section 2.3(b), to each Management Stockholder, in respect of the shares of Common Stock owned by such Management Stockholder, an amount equal to (x) the product of the Per Share Merger Consideration and the number of shares of Common Stock held by such Management Stockholder immediately prior to the Effective Time, *minus* (y) such Management Stockholder' s Pro Rata Portion of the SR Fund, in each case, as set forth in the Closing Funds Certificate to be delivered pursuant to Section 8.2(d) (collectively, the "Management Stockholder Payment Amount" and, together with the MDP Stockholder Payment Amount and the Other Stockholders Payment Amount, the "Stockholder Payment Amount");

(iv) to the Surviving Corporation for payment to each Option Holder (net of applicable withholding), an amount equal to the aggregate amount of the Per Option Merger Consideration applicable to all Vested Options held by such Option Holder immediately prior to the Effective Time, as set forth in the Closing Funds Certificate to be delivered pursuant to Section 8.2(d) (the "Option Payment Amount");

(v) to the person or persons entitled thereto pursuant to the Closing Funds Certificate to be delivered pursuant to Section 8.2(d), on behalf and for the account of the Company, the Transaction Expenses to an account or accounts designated by the Company;

(vi) to the Indemnity Escrow Agent, on behalf of the Other Stockholders, the Indemnity Escrow Amount to an account designated by the Indemnity Escrow Agent; and

(vii) to the Stockholder Representative, on behalf of the Stockholders, the SR Fund to an account designated by the Stockholder Representative.

(b) Stockholder Payment and Exchange of Certificates.

(i) Prior to the Closing, the Company shall deliver, or cause to be delivered, to Parent properly completed letters of transmittal, in a customary form as shall be agreed between the Parent and the Stockholder Representative prior to the Closing (each, a "Letter of Transmittal"), including, among other terms, written wire transfer instructions, for each Stockholder who (x) is receiving payments under Sections 2.3(a)(i), 2.3(a)(ii) or 2.3(a)(iii) and (y) has submitted such Letter of Transmittal to the Company prior to the Closing.

(ii) At the Closing, the Company shall deliver, or cause to be delivered, to Parent all original certificates evidencing shares of Common Stock (the "Certificates") as well as any documents reasonably requested by Parent as may be necessary to document the transfer and/or termination of such Certificates that have been submitted to the Company prior to the Closing.

(iii) All payments to a Stockholder made pursuant to Sections 2.3(a)(i), 2.3(a)(ii) or 2.3(a)(iii) shall be subject to (x) the Company' s receipt of a properly completed Letter of Transmittal from such Stockholder, and (y) Parent' s receipt of such Stockholder' s Certificates, as well as any documents reasonably requested by Parent as may be necessary to document the transfer and/or termination of such Certificates, from such Stockholder. Until a Stockholder delivers the Letter of Transmittal and Certificates and any additional information or documentation required by this Section 2.3(b), such Stockholder' s Certificate shall be deemed at any time after the Effective Time to represent only the right to receive upon such delivery the applicable Stockholder Payment Amount. At any time after the Effective Time, upon receipt by Parent of such Stockholder' s Letter of Transmittal and Certificates and any additional information or documentation required by this Section 2.3(b), Parent or the Surviving Corporation will issue in exchange for such Stockholder' s Certificate the applicable Stockholder Payment Amount to such Stockholder.

(iv) If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent or the Surviving Corporation, the posting by such person of a bond in such reasonable and customary amount as Parent or the Surviving Corporation may direct as indemnity against any claim that may be made against it with respect to such Certificate, Parent or the Surviving Corporation will issue in exchange for such lost, stolen or destroyed Certificate the applicable Stockholder Payment Amount.

(c) Option Holder Payment. At the Closing, Parent shall pay to the Surviving Corporation an amount equal to the aggregate of the amounts owed to the Option Holders pursuant to Section 2.3(a)(iv), which shall be paid by the Surviving Corporation to the Option Holders as soon as practicable following the Closing, but in any event within five (5) Business Days following the Closing. Parent shall cause the Surviving Corporation to pay by a payroll payment to each Option Holder for such holder' s Option Payment Amount, less any tax withholdings required under Applicable Law."

(b) Section 3.9. Section 3.9 of the Merger Agreement is hereby amended by replacing the reference to "Section 2.3(a)(iv)" contained therein with a reference to "Section 2.3(a)(v)".

(c) Section 6.4(d). Section 6.4(d) of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"(d) For record-keeping and dispute resolution purposes only, the MDP Stockholder, the Management Indemnitors and the Other Stockholders may retain (i) one (1) copy of the materials included in the data room organized by the MDP Stockholder, the Management Indemnitors and the Other Stockholders or as provided separately to Parent, each in connection with the transactions contemplated by this Agreement, together with a copy of all documents referred to in such materials, (ii) all internal correspondence and memoranda, valuations, investment banking presentations and bids received from others in connection with the transactions contemplated by this Agreement, and (iii) a copy of all financial information and all other accounting records prepared or used in connection with the preparation of the Financial Statements."

(d) Section 6.8. Section 6.8 of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"6.8 Intercompany Accounts. All intercompany accounts between the Company or its subsidiaries, on the one hand, and the Stockholders or their affiliates, on the other hand, as of the Closing shall be settled (irrespective of the terms of payment of such intercompany accounts) in the manner provided in this Section 6.8, other than, in each case, any such intercompany accounts with portfolio companies or similarly-held investments of the Stockholders and their affiliates that constitute ordinary course business dealings with the Company or its subsidiaries. At least five (5) Business Days prior to the Closing, the Company shall prepare and deliver to Parent a statement setting out in reasonable detail the calculation of all such intercompany account balances based upon the latest available financial information as of such date and, to the extent requested by Parent, provide Parent with supporting documentation to verify the underlying intercompany charges and transactions. All such intercompany account balances shall be paid in full in cash prior to the Closing (and, to the extent that any such amounts owed by the Company or any of its subsidiaries to any Stockholder or any affiliate thereof are not paid on or prior to Closing, all such unpaid amounts shall be deemed cancelled effective as of the Closing). In addition, except with respect to certain provisions of that certain Amended and Restated Stock Purchase Agreement, dated as of June 15, 2010 (as amended), by and among the Company, certain stockholders named therein and the MDP Stockholder, which shall survive the Closing, all other Contracts between or among any Stockholder or any of their respective affiliates, on the one hand, and the Company or any of its subsidiaries, on the other hand, shall be hereby deemed terminated as of the Closing Date. Notwithstanding any provision in this Section 6.8 to the contrary, this Section 6.8 shall not apply to accounts or Contracts arising in the ordinary course of the Company' s or the counterparty' s business as a result of any arms' length customer, user, supplier or similar relationship."

(e) Section 7.5. Sections 7.5(a) and 7.5(b) of the Merger Agreement are hereby deleted and replaced in their entirety with the following:

"(a) From and after the Closing, each of the MDP Stockholder, the Other Stockholders and the Management Indemnitors shall indemnify Parent and Merger Sub and their respective officers, directors, agents, employees, successors and assigns (collectively, the "Parent Tax Indemnitees") against and agrees to hold each Parent Tax Indemnitee harmless from any Covered Tax and any liabilities, costs, expenses (including, reasonable out-of-pocket expenses of investigation and attorneys' fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any Covered Tax (together, a "Tax Loss"). Notwithstanding the provisions of this Section 7.5, (i) in no event shall the amount to be paid by the MDP Stockholder to the Parent Tax Indemnitees in respect of a claim for indemnification pursuant to this Section 7.5 exceed the MDP Stockholder' s Indemnity Percentage of the amount of such claim, (ii) in no event shall the aggregate amount to be paid by the Other Stockholders to the Parent Tax Indemnitees in respect of a claim for indemnification pursuant to this Section 7.5 exceed the Other Stockholders' Indemnity Percentage of the amount of such claim, and (iii) in no event shall the amount to be paid by any Management Indemnitor in respect of a claim for indemnification pursuant to this Section 7.5 exceed such Management Indemnitor' s Indemnity Percentage of the amount of such claim. The obligations of the MDP Stockholder, Other Stockholders and Management Indemnitors under this Section 7.5 shall survive until the Second Anniversary Date, after which time no claim for indemnification not theretofore asserted may be brought in respect of any Tax Loss.

(b) If the Company or any of its subsidiaries is required by Applicable Law to pay an amount to a Taxing Authority that would constitute a Tax Loss in connection with but prior to the resolution of a suit, action or proceeding described in Section 7.6, (i) the MDP Stockholder and each Management Indemnitor shall pay its Indemnity Percentage of such amount, and (ii) the Stockholder Representative shall cause the Indemnity Escrow Agent to release each Other Stockholder' s Indemnity Percentage of such amount, in each case, to Parent within ten (10) days of receipt of notice of the payment by Parent. In the event that Parent receives a partial or total refund of any such payment, Parent shall transfer the appropriate amounts to the Stockholder Representative (on behalf of the Other Stockholders), the MDP Stockholder and each Management Indemnitor within ten (10) days of receipt."

(f) Section 7.6. Section 7.6(a) of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"(a) If an audit, examination, inquiry or other claim shall be made by any Governmental Entity, which could result in the MDP Stockholder, the Other Stockholders or the Management Indemnitors having any liability under Section 7.5 (a "Tax Claim"), Parent shall notify the Stockholder Representative promptly of such Tax Claim in writing; provided, however, that the failure to give such notice shall not affect the obligation of the MDP Stockholder, the Other Stockholders or the Management Indemnitors hereunder, except to the extent the MDP Stockholder, the Other Stockholders or the Management Indemnitors have actually been prejudiced as a result of such failure."

(g) Section 7.8. Section 7.8 of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"7.8 Amended Returns. Parent, the Company and its subsidiaries shall not amend, refile or otherwise modify any income or other material Tax Return with respect to any Pre-Closing Tax Period without the prior written consent of the Stockholder Representative, which consent shall not be unreasonably withheld. For purposes of this Section 7.8, the Stockholder Representative' s consent shall not be deemed to be unreasonably withheld if such amendment, filing, or modification results in Tax liability to the MDP Stockholder, the Other Stockholders or the Management Indemnitors."

(h) Section 7.9. Section 7.9 of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"7.9 Parent Actions. Except to the extent required by Applicable Law or pursuant to the consent of the Stockholder Representative, in no event shall the MDP Stockholder, the Other Stockholders or the Management Indemnitors be liable for any Tax Loss to the extent caused by or increased as a result of elections made or actions taken by Parent, any of its affiliates, the Company, or any of its subsidiaries after the Closing, including elections pursuant to Section 338 of the Code or Treasury Regulation Section 301.7701-3, or with respect to changes in any accounting policy, any tax reporting position or the length of any accounting period for Tax purposes."

(i) Section 8.2(d). Section 8.2(d) of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"(d) Closing Funds Certificate. The Company shall have delivered to Parent, at least two (2) Business Days prior to the anticipated Closing Date, a certificate (the "Closing Funds Certificate") of the chief financial officer of the Company setting forth such officer' s good faith estimate (in accordance with the definitions hereof) of (i) Closing Cash, (ii) Closing Indebtedness, (iii) the Transaction Expenses, (iv) the Outstanding Fully-Diluted Share Number, (v) each Stockholder' s Pro Rata Portion of the SR Fund, (vi) each Other Stockholder' s Pro Rata Portion of the Indemnity Escrow Fund, (vii) the MDP Stockholder Payment Amount, (viii) each Other Stockholder' s Payment Amount, (ix) each Management Stockholder' s Payment Amount, (x) each Option Holder' s Option Payment Amount and (xi) the Pre-Closing Equity Repurchase Costs, in each case calculated in accordance with this Agreement and the Company Accounting Procedures. The Company shall provide reasonable documentation in support of the estimates set forth in the Closing Funds Certificate."

(j) Section 9.2. The preamble to Section 9.2 of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"9.2 Indemnification of Parent Indemnitees. From and after the Closing, and pursuant to the provisions of this Agreement, and, (i) in the case of the PFBI Stockholders, the Written Consent executed by the PFBI Stockholders and the Indemnity Escrow Agreement, (ii) in the case of the Other Stockholders (other than the PFBI Stockholders), the Indemnity Escrow Agreement, (iii) in the case of the MDP Stockholder, the Written Consent executed by the MDP Stockholder, and (iv) in the case of each Management Indemnitor, the Rollover Documentation executed by such Management Indemnitor, and in all cases subject to the limitations set forth in this Article 9, Parent and Merger Sub and their respective officers, directors, agents, employees, successors and assigns (collectively, the "Parent Indemnitees") shall be indemnified and held harmless from and against any liability, obligations, fines, penalties, losses, settlements, damages, claims, interest, awards and judgments, costs, Taxes and expenses (including reasonable attorneys' fees and other reasonable costs and expenses of investigating or contesting any of the foregoing) and any diminution in value (collectively, "Loss" or "Losses") suffered or incurred by any of them as a result of, or arising out of:"

(k) Section 9.5. Section 9.5 of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"9.5 Limitations.

(a) Notwithstanding the provisions of this Article 9 or Section 7.5 (but subject to the provisions of Sections 9.6(c), 9.6(d) and 9.6(e) relating to the reduction of the Indemnity Escrow Fund, the proportional reduction of the MDP Stockholder' s obligations hereunder, and the proportional reduction of each Management Indemnitor' s obligations hereunder, respectively):

(i) except in respect of Fundamental Representations, no Indemnitee shall be entitled to indemnification pursuant to Section 9.2(a) or 9.3(a) (as applicable) for Losses resulting from any single claim that does not exceed $75,000;

(ii) except in respect of Fundamental Representations, no Indemnitee shall be entitled to indemnification pursuant to Section 9.2(a) or 9.3(a) (as applicable) unless and until the total of all Losses suffered or incurred by the Indemnitee exceeds an amount equal to $21,062,500, and then only to the extent of such excess;

(iii) in no event shall the aggregate amount to be paid for Losses and Tax Losses incurred by the Stockholder Indemnitees, on the one hand, or the Parent Indemnitees and Parent Tax Indemnitees, on the other hand, for which such Indemnitees (including, as applicable any Parent Tax Indemnitee) is entitled to indemnification under this Agreement exceed $125,000,000 (the "Cap"), and, for the avoidance of doubt, in no event shall (A) the Other Stockholders' aggregate liability under this Agreement exceed the Indemnity Escrow Amount, (B) the MDP Stockholder' s aggregate liability under this Agreement exceed the MDP Stockholder' s Indemnity Percentage multiplied by the Cap, or (C) any Management Indemnitor' s aggregate liability under this

Agreement exceed the amount set forth opposite such Management Indemnitor' s name on Annex B.

(iv) in no event shall the amount to be paid by the MDP Stockholder in respect of any claim for indemnification under this Agreement exceed the MDP Stockholder' s Indemnity Percentage of the amount of such claim;

(v) in no event shall the amount to be paid by any Other Stockholder in respect of any claim for indemnification under this Agreement exceed such Other Stockholder' s Indemnity Percentage of the amount of such claim; and

(vi) in no event shall the amount to be paid by any Management Indemnitor in respect of any claim for indemnification under this Agreement exceed such Management Indemnitor' s Indemnity Percentage of the amount of such claim.

(b) In no event shall any party hereto be liable for, nor shall the definition of Losses and Tax Loss include (other than with respect to amounts actually paid in respect of third party claims), any indirect, incidental, special, consequential, punitive or exemplary damages, including loss of future revenue, income or profits, or loss of business reputation or opportunity (provided that none of the foregoing shall include diminution in value), arising out of a breach in this Agreement, even if advised at the time of breach of the possibility of such damages.

(c) In no event shall the MDP Stockholder, any Other Stockholder or any Management Indemnitor be liable under this Agreement for any Loss or Tax Loss to the extent an adequate provision or reserve for such Loss or Tax Loss was established in the Financial Statements (and in the case of a Tax Loss, specifically identified in the related Tax reserve work papers) or the matter giving rise to such Loss or Tax Loss was otherwise addressed in the Closing Funds Certificate.

(d) In no event shall the MDP Stockholder, any Other Stockholder or any Management Indemnitor be liable for any Loss (i) that was caused by or results directly from any failure by Parent and its affiliates (including, following the Closing, the Surviving Corporation and its subsidiaries) to exercise commercially reasonable efforts to mitigate such Loss, or (ii) that is primarily a potential or unrealized Loss or Tax Loss (until such Loss or Tax Loss is realized (subject to the last sentence of Section 9.1)). Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, indemnification for breach of any representation or warranty contained in Section 3.18 shall be limited to Losses incurred with respect to Pre-Closing Tax Periods.

(e) The amount of any Loss or Tax Loss for which indemnification is provided under this Article 9 shall be reduced to reflect: (1) any amount received by such Indemnitee (or, as applicable, the Surviving Corporation or any of its subsidiaries) with respect thereto under any insurance coverage (other than self insured or other policies to the extent to which any such policy allocates the cost of any recovery to the Indemnitee or its affiliates (including, as applicable, the Surviving Corporation or any of its subsidiaries)) or from any other person alleged to be responsible therefore, and (2) associated Tax reductions actually realized with respect to such Losses."

(l) Section 9.6(a). Section 9.6(a) of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"(a) Manner of Payment. Any payment to the Parent Tax Indemnitees or the Parent Indemnitees in respect of any claim for indemnification properly asserted by the Parent Tax Indemnitees or the Parent Indemnitees under Section 7.5 or Section 9.2 shall be paid as follows:

(i) the MDP Stockholder shall pay its Indemnity Percentage of the amount of such claim by wire transfer of immediately available funds to an account designated by Parent within five (5) Business Days after the date of the final determination of any amounts due and owing under this Article 9;

(ii) the Stockholders Representative shall cause each Other Stockholder' s Indemnity Percentage of the amount of such claim to be paid on behalf of such Other Stockholder by the release of funds to the Parent Tax Indemnitees or the Parent Indemnitees, as applicable, from the Indemnity Escrow Fund by the Indemnity Escrow Agent, such release to be made concurrently with payment by the MDP Stockholders pursuant to Section 9.6(a)(i) above; and

(iii) each Management Indemnitor shall pay such Management Indemnitor' s Indemnity Percentage of the amount of such claim in the manner specified in such Management Indemnitor' s Rollover Documentation."

(m) Section 9.6. Section 9.6 of the Merger Agreement is hereby amended by adding a new subsection 9.6(e) as follows:

"(e) Proportionate Reduction in each Management Indemnitor' s Obligations. Each Management Indemnitor' s liability hereunder and under such Management Indemnitor' s Rollover Documentation shall be reduced in the same proportion as any reduction in the Indemnity Escrow Amount made pursuant to Section 9.6(c)(i)."

(n) Section 9.7. Section 9.7 of the Merger Agreement is hereby amended by adding the following sentence to the end of such section:

"Under no circumstances shall any Parent Indemnitee make any claim, demand or otherwise seek any remedy or recovery from or against any Management Indemnitor in connection with the transactions contemplated by this Agreement other than as expressly provided, and subject to the limitations contained in, this Agreement and the Rollover Documentation."

(o) Section 10.4. Section 10.4 of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"10.4 Amendment. This Agreement may be amended by the parties hereto at any time. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto (including the Stockholder Representative, in its capacity as such, on behalf of the MDP Stockholder, the Other Stockholders and the Management Indemnitors) and the Limited Guarantors. The execution and delivery of the Written Consent by the Required Holders to the Company shall not restrict the ability of the board of directors of the Company to terminate this Agreement in accordance with Section 10.1, to cause the Company to enter into an amendment to this Agreement pursuant to this Section 10.4 or to the extent permitted under Section 251(d) of the DGCL, or to waive compliance with any of the terms or conditions of this Agreement pursuant to Section 10.5. Notwithstanding the foregoing, Annex A may be amended from time to time prior to the Closing upon written notice from the Stockholder Representative to the other parties hereto."

(p) Article 11. Article 11 of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"11.1 Appointment of the Stockholder Representative; Reliance.

(a) Upon the execution and delivery of (i) the Written Consent by MDCPVI TU Holdings, LLC and the Required Holders, and (ii) the Rollover Documentation by each Management Indemnitor, MDCPVI TU Holdings, LLC shall automatically be appointed as the "Stockholder Representative" to act as the agent of the MDP Stockholder, the Other Stockholders and the Management Indemnitors, as applicable, in connection with this Agreement and the Indemnity Escrow Agreement and to take all actions contemplated by this Agreement and the Indemnity Escrow Agreement to be taken by the Stockholder Representative. All such actions shall be deemed to be facts ascertainable outside the Merger Agreement and shall be binding on the MDP Stockholder, the Other Stockholders and the Management Indemnitors as a matter of contract law. In connection with such actions, Parent and Merger Sub shall be entitled to rely conclusively on instructions, notices, writings, decisions and acts of the Stockholder Representative. Such agency shall survive the death, incapacity, bankruptcy, dissolution or liquidation of the MDP Stockholder, any Other Stockholder or any Management Indemnitor, as applicable. All decisions and actions by the Stockholder Representative shall be binding upon the MDP Stockholder, the Other Stockholders and the Management Indemnitors and none of the MDP Stockholder, the Other Stockholders or the Management Indemnitors shall have the right to object, dissent, protest or otherwise contest the same. The Stockholder Representative shall have no duties or obligations hereunder except those set forth herein and such duties and obligations shall be determined solely by the express provisions of this Agreement.

(b) Without limiting the generality of the foregoing, upon the execution and delivery of the Written Consent by MDCPVI TU Holdings, LLC and the Required Holders, the Stockholder Representative is hereby granted the full power and authority: (i) to execute and deliver, on behalf of the MDP Stockholder, the Other Stockholders and the Management Indemnitors, and to accept delivery of, on behalf of the MDP Stockholder, the Other Stockholders and the Management Indemnitors, such documents as the Stockholder Representative determines, in its sole discretion, to be appropriate to consummate this Agreement, including the Indemnity Escrow Agreement; (ii) to do each and every act, implement any decision and exercise any and all rights which the MDP Stockholder, the Other Stockholders or the Management Indemnitors are permitted or required to do or exercise under this Agreement and the Indemnity Escrow Agreement; (iii) to (x) negotiate and compromise, on behalf of the MDP Stockholder, the Other Stockholders or the Management Indemnitors, any dispute that may arise under, and to exercise or refrain from exercising any remedies available under, this Agreement and the Indemnity Escrow Agreement, and (y) execute, on behalf of the MDP Stockholder, the Other Stockholders or the Management Indemnitors, any settlement agreement, release or other document with respect to such dispute or remedy; (iv) to enforce, on behalf of the Stockholders, any claim against Parent or Merger Sub arising under this Agreement or the Indemnity Escrow Agreement; (v) to engage attorneys, accountants and agents at the expense of the MDP Stockholder, the Other Stockholders or the Management Indemnitors; (vi) to give such instructions and to take such action or refrain from taking such action, on behalf of the MDP Stockholder, the Other Stockholders or the Management Indemnitors, as the Stockholder Representative deems, in its sole discretion, necessary or appropriate to carry out the provisions of this Agreement and the Indemnity Escrow Agreement; (vii) to communicate to, and receive all communications and notices from, Parent, Merger Sub, the Surviving Corporation and their respective affiliates and Representatives; (viii) to execute and deliver on behalf of the MDP Stockholder, the Other Stockholders or the Management Indemnitors any amendment or waiver hereto or with respect to the Indemnity Escrow Agreement; (ix) to authorize release to the Parent Indemnitees of any funds and property in its possession or in the possession of the Indemnity Escrow Agent in satisfaction of claims by the Parent Indemnitees or to object to such release; and (x) to make, execute, acknowledge and deliver all such other agreements, guarantees, orders, receipts, endorsements, notices, requests, instructions, certificates, stock powers, letters and other writings, and, in general, to do any and all things and to take any and all actions that the Stockholder Representative, in its sole discretion, may consider necessary or proper or convenient in connection with or to carry out the transactions contemplated by this Agreement and the Indemnity Escrow Agreement.

(c) The Stockholder Representative shall be entitled to rely conclusively, and shall be fully protected in relying, upon any statements furnished to it by the MDP Stockholder or any Other Stockholder or Management Indemnitor, Parent or Merger Sub, or any other evidence deemed by the Stockholder Representative to be reliable, and the Stockholder Representative shall be entitled to act on the advice of counsel and other advisors selected by it. The Stockholder Representative shall be fully justified in failing or refusing to take any action under this Agreement unless it shall have received such advice or concurrence of such of the MDP Stockholder, the Other Stockholders or the Management Indemnitors as it deems appropriate or it shall have been expressly indemnified to its satisfaction by the MDP Stockholder, the Other Stockholders and the Management Indemnitors against any and all liability and expense

that the Stockholder Representative may incur by reason of taking or continuing to take any such action; provided, however, that nothing in this sentence shall be considered to exonerate or release the MDP Stockholder, the Other Stockholders or the Management Indemnitors from any obligation to Parent or Merger Sub under this Agreement.

(d) All acts of the Stockholder Representative hereunder in its capacity as such shall be deemed to be acts on behalf of the MDP Stockholder, the Other Stockholders and the Management Indemnitors and not of the Stockholder Representative individually. Neither the Stockholder Representative nor any agent employed by it shall be liable to the Parent, Merger Sub, the MDP Stockholder, the Other Stockholders or the Management Indemnitors in its capacity as Stockholder Representative for any liability of the MDP Stockholder, the Other Stockholders or the Management Indemnitors, or otherwise or for any error of judgment, any act done or step taken or for any mistake in fact or law, in each case to the extent taken or omitted by it in good faith. The Stockholder Representative may seek the advice of legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Agreement or its duties hereunder, and it shall incur no liability in its capacity as Stockholder Representative to Parent, Merger Sub, the Surviving Corporation, the Company, the MDP Stockholder, the Other Stockholders or the Management Indemnitors and shall be fully protected with respect to any action taken, omitted or suffered by it in good faith in accordance with the advice of such counsel or, with respect to Parent, Merger Sub or the Surviving Corporation, for anything which it may do or refrain from doing in connection with this Agreement. The Stockholder Representative shall not by reason of this Agreement have a fiduciary relationship in respect of the MDP Stockholder, any Other Stockholder or any Management Indemnitor.

11.2 Indemnification of the Stockholder Representative; SR Fund.

(a) By approval of this Agreement or acceptance of any portion of the Per Share Merger Consideration and, in the case of the Management Indemnitors, the acceptance of any portion of the Per Option Merger Consideration and the execution of the Rollover Documentation, each of the MDP Stockholder, the Other Stockholders and the Management Indemnitors shall be deemed to agree to, jointly and severally, (i) indemnify the Stockholder Representative (in any capacity in which it is acting) against, and to hold the Stockholder Representative (in any capacity in which it is acting) harmless from, any and all Losses which may at any time be imposed upon, incurred by or asserted against the Stockholder Representative in any such capacity in any way relating to or arising out of its action or failure to take action pursuant to this Agreement or in connection herewith in such capacity, and (ii) in the case of the Stockholders only, pay the Stockholder Representative for all out of pocket costs and expenses incurred on behalf of such Stockholder and owed by the Stockholder Representative to third persons not related to, or affiliated with, the Stockholder Representative (the "SR Expenses"). To the extent such SR Expenses are incurred prior to the Closing or are in excess of the SR Fund at any time after the Closing, such Stockholder shall pay for such SR Expenses promptly upon demand by the Stockholder Representative and on an as-incurred basis, in each case, in accordance with such Stockholder' s Pro Rata Portion thereof.

(b) In accordance with Section 2.3(a)(vii), at the Closing, Parent shall pay or cause to be paid $5,000,000 (the "SR Fund") to the Stockholder Representative. The Stockholder Representative shall be entitled to withdraw funds from the SR Fund to satisfy any post-Closing SR Expenses hereunder and related hereto; provided, that upon completion of all of the Stockholder Representative' s responsibilities under this Agreement, the Stockholder Representative shall deliver to each Stockholder their respective Pro Rata Portion of the funds then remaining in the SR Fund, if any, *less* any amounts necessary to pay the Stockholder Representative for any and all unpaid SR Expenses incurred in the discharge of the Stockholder Representative' s responsibilities hereunder.

(c) After the Closing, in the event that the Stockholder Representative receives any amounts owed to the Stockholders, the Stockholder Representative shall promptly pay or direct payment of such amounts to such Stockholders.

(d) Each of the Other Stockholders shall provide the Stockholder Representative with any forms and documents (collectively, the "Tax Reporting Documentation") that are required by Applicable Law to allow the Indemnity Escrow Agent to complete any information returns and payee statements, prior to any distribution to the Stockholder Representative. The parties understand that, to the extent that Tax Reporting Documentation is not provided to the Stockholder Representative, which shall deliver such Tax Reporting Documentation to the Indemnity Escrow Agent, payments made to the Other Stockholders may be subject to withholding under the Code or other applicable tax laws.

11.3 Dissenting Stockholders. For purposes of this Article 11, "Stockholders" shall not include Dissenting Stockholders."

(q) Section 12.2. The following definitions shall be replaced or added to Section 12.2 of the Merger Agreement, as applicable, as follows in the appropriate alphabetical order:

i. " 'Indemnity Escrow Agreement' means that certain escrow agreement, in substantially the form attached hereto as Exhibit H (with such changes thereto as may be agreed by the Parent and Stockholder Representative), to be entered into as of the Closing Date by and among Parent, the Stockholder Representative, on behalf of the Other Stockholders, and the Indemnity Escrow Agent."

ii. " 'Indemnity Escrow Amount' means $60,320,185.82."

iii. " 'Indemnity Percentage' means, with respect to the MDP Stockholder, each of the Other Stockholders and each Management Indemnitor, the percentage set forth opposite such person' s name on Annex C attached hereto (as such Annex C may be amended from time to time prior to the Closing; provided, that, in the case of such amendment, the total of such percentages shall equal one hundred percent (100%))."

iv. " 'Management Indemnitor' means each person listed on Annex B attached hereto (as such Annex B may be amended from time to time prior to the Closing)."

v. " 'Other Stockholders' means each of the PFBI Stockholders and the Outside Director Stockholders."

vi. " 'Outside Director Stockholders" means each of those Stockholders listed under the heading "Outside Director Stockholders" on Annex A attached hereto (as such Annex A may be amended from time to time prior to the Closing)."

vii. " 'Pro Rata Portion of the Indemnity Escrow Fund' means, with respect to any Other Stockholder, a ratio (expressed as a percentage) equal to (a) the number of shares of Common Stock held by such Other Stockholder immediately prior to the Closing *divided* by (b) the aggregate number of shares of Common Stock held by all the Other Stockholders as of immediately prior to the Closing."

viii. " 'Rollover Documentation' means, collectively, those certain agreements entered into by and between each Management Indemnitor and Parent evidencing the equity investment by each Management Indemnitor in Parent and the other matters agreed to therein."

(r) Section 12.3. Section 12.3 of the Merger Agreement is hereby amended by (i) adding "Management Stockholder Payment Amount" and a corresponding section reference to "2.3(a)(iii)" beneath the defined term "Losses" and its corresponding section reference to "9.2", respectively; (ii) replacing reference to "2.3(a)(iii)" across from "Option Payment Amount" with reference to "2.3(a)(iv)"; and (iii) replacing reference to "Other Stockholder Payment Amount" with "Other Stockholders Payment Amount".

(s) Section 12.6. The first sentence of Section 12.6 of the Merger Agreement is hereby deleted and replaced in its entirety with the following:

"Except for the Confidentiality Agreement and that certain Confidentiality Agreement, dated July 8, 2011, between the Company and Advent International Corporation as amended by that certain Addendum to Confidentiality Agreement, dated August 19, 2011 (together with the Confidentiality Agreement, the "Sponsor Confidentiality Agreements"), which the parties hereto agree shall terminate and be of no further force and effect as of the Closing, this Agreement, the Written Consent, the Indemnity Escrow Agreement, the Limited Guarantees and, with respect to the Management Indemnitors, the Rollover Documentation constitute the entire agreement between the parties, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and thereof."

2. Amendment to Annex A. Annex A of the Merger Agreement is hereby amended by replacing it in its entirety with Annex A attached hereto and all references in the Merger Agreement to Annex A shall refer to the amended Annex A as attached hereto.

3. Addition of Annex B and Annex C. The Merger Agreement is hereby amended by adding a new Annex B and Annex C in the form of Annex B and Annex C attached hereto, and all references in the Merger Agreement to Annex B or Annex C shall refer to Annex B or Annex C as attached hereto.

4. References. All references to "this Agreement", "herein", "hereof" and words of similar import in the Merger Agreement shall refer to the Merger Agreement as amended hereby.

5. No Other Amendments. Except as specifically amended by this Amendment, the terms and conditions of the Merger Agreement shall remain in full force and effect and shall be unaffected by this Amendment.

6. General Provisions. To the extent necessary or desirable to give effect to this Amendment, the provisions of Article 12 of the Merger Agreement, as hereby amended, are hereby incorporated herein *mutatis mutandis*.

7. Governing Law. This Amendment shall be governed by, and be construed in accordance with, the laws of the State of Delaware regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

8. Counterparts. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. The exchange of a fully executed Amendment (in counterparts or otherwise) by facsimile or by electronic delivery in *.pdf* format shall be sufficient to bind the parties to the terms and conditions of this Amendment.

Signature pages follow.

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

Parent:

TRANSUNION HOLDING COMPANY, INC.

By: /s/ Sumit Rajpal
Name: Sumit Rajpal
Title: President

[Signature Page to First Amendment to Agreement and Plan of Merger]

Merger Sub:

SPARTAN ACQUISITION SUB INC.

By: /s/ Sumit Rajpal
Name: Sumit Rajpal
Title:

[Signature Page to First Amendment to Agreement and Plan of Merger]

Company:

TRANSUNION CORP.

By: /s/ Samuel A. Hamood

Name: Samuel A. Hamood

Title: Executive Vice President &
Chief Financial Officer

[Signature Page to First Amendment to Agreement and Plan of Merger]

Stockholder Representative:

MDCPVI TU HOLDINGS, LLC, solely
in its capacity as Stockholder
Representative pursuant to Article 11 of
the Merger Agreement only

By: /s/ Vahe A. Dombalagian

Name: Vahe A. Dombalagian
Title: Managing Director

[Signature Page to First Amendment to Agreement and Plan of Merger]

Limited Guarantors:

Advent International GPE VI Limited Partnership
Advent International GPE VI-A Limited Partnership
Advent International GPE VI-B Limited Partnership
Advent International GPE VI-F Limited Partnership
Advent International GPE VI-G Limited Partnership

By: GPE VI GP Limited Partnership, General Partner
By: Advent International LLC, General Partner
By: Advent International Corporation, Manager

By: /s/ Christopher Egan
Name: Christopher Egan
Title: Managing Director

Advent International GPE VI-C Limited Partnership
Advent International GPE VI-D Limited Partnership
Advent International GPE VI-E Limited Partnership

By: GPE VI GP (Delaware) Limited Partnership, General Partner
By: Advent International LLC, General Partner
By: Advent International Corporation, Manager

By: /s/ Christopher Egan
Name: Christopher Egan
Title: Managing Director

Advent Partners GPE VI 2008 Limited Partnership
Advent Partners GPE VI 2009 Limited Partnership
Advent Partners GPE VI 2010 Limited Partnership
Advent Partners GPE VI-A Limited Partnership
Advent Partners GPE VI-A 2010 Limited Partnership

By: Advent International LLC, General Partner
By: Advent International Corporation, Manager

By: /s/ Christopher Egan
Name: Christopher Egan
Title: Managing Director

Limited Guarantors:

GS CAPITAL PARTNERS VI FUND, L.P.

By: GSCP VI Advisors, L.L.C.
its General Partner

By: /s/ Sumit Rajpal
Name: Sumit Rajpal
Title: Vice President

GS CAPITAL PARTNERS VI OFFSHORE FUND, L.P.

By: GSCP VI Offshore Advisors, L.L.C.
its General Partner

By: /s/ Sumit Rajpal
Name: Sumit Rajpal
Title: Vice President

GS CAPITAL PARTNERS VI GmbH & Co. KG

By: Goldman, Sachs Management GP GmbH
its General Partner

By: /s/ Sumit Rajpal
Name:Sumit Rajpal
Title:Vice President

[Signature Page to First Amendment to Agreement and Plan of Merger]

GS CAPITAL PARTNERS VI PARALLEL, L.P.

By: GS Advisors VI, L.L.C.
its General Partner

By: /s/ Sumit Rajpal
Name:Sumit Rajpal
Title:Vice President

MBD 2011 HOLDINGS, L.P.

By: MBD 2011 Offshore Advisors, Inc.
its General Partner

By: /s/ Sumit Rajpal
Name:Sumit Rajpal
Title:Vice President

OPPORTUNITY PARTNERS OFFSHORE-B CO-INVEST AIV, L.P.

By: Opportunity Partners Offshore-B Co-Invest AIV Advisors, Inc. its General Partner

By: /s/ Sumit Rajpal
Name:Sumit Rajpal
Title:Vice President

[Signature Page to First Amendment to Agreement and Plan of Merger]