SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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AMERICAN BUSINESS INFORMATION INC /DE

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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): February 15, 1997

AMERICAN BUSINESS INFORMATION, INC.

(Exact name of Registrant as specified in its charter)

Delaware	0-19598	47-0751545
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

5711 S. 86th Circle
Omaha, Nebraska 68127

(Address, including zip code, of principal executive offices)

Registrant's telephone number, including area code: (402) 593-4500

Not Applicable

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

Item 2. Acquisition and Disposition of Assets

On February 15, 1997, pursuant to an Agreement and Plan of Reorganization dated February 11, 1997 (the "Reorganization Agreement"), among the Registrant, info USA, Inc., a Delaware corporation and wholly-owned subsidiary of the Registrant ("Sub"), and DBA Holdings, Inc., a New Jersey corporation ("DBA"), and a related Agreement and Plan of Merger dated February 11, 1997 (the "Merger Agreement") between Sub and DBA, DBA was merged with and into Sub and the separate corporate existence of DBA ceased while Sub continued as the surviving corporation.

As a result of the merger, the outstanding DBA Class A Voting and Class B Non-Voting Common Stock (the "DBA Common Stock") was exchanged for a

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"Preliminary Purchase Price" consisting of an aggregate of approximately 2,180,747 shares of the Registrant's Common Stock and approximately $48,630,650 in cash. However, these numbers will be adjusted upon determination of the "Final Purchase Price." The Final Purchase Price is based upon DBA's revenues for the year ended January 31, 1997 and its tangible net assets as of January 31, 1997, as set forth in DBA's audited financial statements for the year ended January 31, 1997, as well as other factors, as set forth in Section 1.4 (h) of the Reorganization Agreement. The Final Purchase Price is expected to be determined on or before April 13, 1997.

Cash payments for the Preliminary Purchase Price and Final Purchase Price have been funded by First Union National Bank of North Carolina (the "Bank") in the amount of $65 million according to a Loan Agreement, dated February 14, 1997, between the Registrant and the Bank.

The acquisition of DBA is intended to constitute a reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended.

Each shareholder of DBA who was an affiliate of DBA under the Securities Act of 1933, as amended (the "Securities Act") agreed to certain restrictions on transfer with respect to the shares of Common Stock of the Registrant acquired by such shareholder in the merger.

Item 7. Financial Statements and Exhibits

(a) Financial Statements of Business Acquired

It is impracticable to provide the required financial statements as of the filing of this report. Registrant expects that the required financial statements will be filed by April 29, 1997.

(b) Pro Forma Financial Information

It is impracticable to provide the required pro forma financial information for the Registrant and DBA as of the filing of this report. Registrant expects that the required pro forma financial information will be filed by April 29, 1997.

(c) Exhibits

10.9 Agreement and Plan of Reorganization between American Business Information, Inc.,

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info USA, Inc. and the Shareholders of DBA, as defined in the agreement, dated February 11, 1997 together with all exhibits thereto.

10.10 Agreement and Plan of Merger by and between info USA, Inc. and DBA Holdings, Inc. dated February 11, 1997.

10.11 Loan Agreement between American Business Information, Inc. and First Union National Bank of North Carolina, dated February 14, 1997, together with all exhibits thereto.

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.

AMERICAN BUSINESS INFORMATION, INC.

Date: February 28, 1997

By: /s/ Jon H. Wellman

Jon H. Wellman
President and Chief Operating Officer, acting Chief Financial Officer

INDEX TO EXHIBITS

EXHIBIT NUMBER	DESCRIPTION
10.9	Agreement and Plan of Reorganization dated February 11, 1997 together with all exhibits thereto.
10.10	Agreement and Plan of Merger dated February 11, 1997.
10.11	Loan Agreement with First Union National Bank of North Carolina dated February 14, 1997 together with all exhibits thereto.

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Exhibit 10.9

AGREEMENT AND PLAN OF REORGANIZATION

This AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into as of February 11, 1997 by and among AMERICAN BUSINESS INFORMATION, INC., a Delaware corporation ("Parent"), INFO USA, INC., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), DBA HOLDINGS, INC., a New Jersey corporation (the "Company"), Paul Goldner, Mark Goldner and Helene Hordes as trustees of the Paul A. Goldner Retained Annuity Trust (together with Paul Goldner, the "Founders"), the trustees of the Database America Companies Retirement Trust (the "Trustees") and Paul Goldner as representative of the Shareholders (the "Representative"). The Founders and Trustees are sometimes referred to collectively as the "Shareholders."

RECITALS

A. The Boards of Directors of each of the Company, Parent and Merger Sub believe it is in the best interests of each company and their respective stockholders that Parent acquire the Company through the statutory merger of the Company with and into Merger Sub (the "Merger") and, in furtherance thereof, have approved the Merger.

B. The Shareholders own all outstanding stock of the Company. The Shareholders believe that the Merger is in the best interest of the Company and in their best interests and have approved the Merger.

C. Pursuant to the Merger, among other things, all of the issued and outstanding shares of common stock, no par value, of the Company (the "Company Common Stock") shall be exchanged for the right to receive cash and shares of common stock of Parent (the "Parent Common Stock") in accordance with the terms and subject to the conditions set forth in this Agreement.

D. A portion of the amount of cash otherwise payable and of the shares otherwise issuable by Parent in connection with the Merger shall be placed in escrow by Parent, the release of which amount and shares shall be contingent upon certain events and conditions.

E. The Shareholders, Parent and Merger Sub desire to make certain representations and warranties and other agreements in connection with the Merger.

F. The parties intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Sections 354 and 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

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NOW, THEREFORE, in consideration of the covenants, promises and representations set

forth herein, and for other good and valuable consideration, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. At the Effective Time (as defined in Section 1.2) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the New Jersey Business Corporation Act and the Delaware General Corporation Law, the Company shall be merged with and into Merger Sub, the separate corporate existence of the Company shall cease and Merger Sub shall continue as the surviving corporation and as a wholly-owned subsidiary of Parent. Merger Sub as the surviving corporation after the Merger is hereinafter sometimes referred to as the "Surviving Corporation."

1.2 Closing; Effective Time. Unless this Agreement is earlier terminated pursuant to Section 8.1, the closing of the Merger (the "Closing") will take place upon execution of this Agreement or as soon thereafter as the conditions set forth in Article VI are satisfied or waived, at the offices of American Business Information, Inc., 5711 S. 86th Circle, Omaha, Nebraska 68127, unless another place or time is agreed to in writing by Parent and the Company. The date upon which the Closing actually occurs is herein referred to as the "Closing Date." At the Closing: (a) the Company shall deliver to Parent and the Merger Sub the various certificates, instruments and documents referred to in Sections 5.1 and 5.3 hereof; (b) Parent and the Merger Sub shall deliver to the Company the various certificates, instruments and documents referred to in Sections 5.1 and 5.2; (c) the Company and the Merger Sub shall execute and file with the Secretary of State of the State of New Jersey and the Secretary of State of the State of Delaware, certificates of merger (the "Certificates of Merger") in the form attached as Exhibit A hereto; (d) the Shareholders shall deliver to Parent the share certificates representing the outstanding shares of the Company; (e) Parent, the Representative (as defined below), the Shareholders and First Union National Bank of North Carolina as escrow agent (the "Escrow Agent"), shall execute and deliver an escrow agreement among the Parent, Merger Sub, Shareholders and Escrow Agent in substantially the form attached hereto as Exhibit B (the "Escrow Agreement"), and (f) Parent shall deliver the Preliminary Purchase Price (as defined below) to the Shareholders and Escrow Agent in accordance with Section 1.4(c). The time of acceptance by the Secretary of State of New Jersey and the Secretary of State of Delaware of such filing of the Certificates of Merger is referred to herein as the "Effective Time."

1.3 Effect of the Merger.

(a) Generally. At the Effective Time, the effect of the Merger shall

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be as provided in the applicable provisions of New Jersey and Delaware laws. Without limiting the

generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations and duties of the Company and Merger Sub shall become the debts, liabilities, obligations and duties of the Surviving Corporation.

(b) Articles and Bylaws. Unless otherwise determined by Parent prior to the Effective Time, at the Effective Time, the Certificate of Incorporation of Merger Sub, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Certificate of Incorporation. The Bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended.

(c) Directors and Officers. Immediately following the Effective Time, the directors of the Surviving Corporation shall be Vinod Gupta (Chairman), Paul Goldner and Jon Wellman, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation. Immediately following the Effective Time, the officers of the Surviving Corporation shall be Paul Goldner (CEO), Al Ambrosino (President), Jon Wellman (VP, Secretary and Treasurer), John Ripa (VP), Mark Goldner (VP) and Jeff Brenner (VP), each to hold office in accordance with the Bylaws of the Surviving Corporation; provided however, that each of Paul Goldner, Al Ambrosino, John Ripa, Mark Goldner and Jeff Brenner execute and comply with the terms of his Employment and Non-Competition Agreements as set forth in Section 4.2 herein.

1.4 Exchange of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of any party or the holder of any securities of the Company or Merger Sub, all shares of Company Common Stock shall be exchanged for cash and into shares of Parent Common Stock as set forth in this Section 1.4.

(a) Exchange. Each share of Company Class A Voting and Class B Non-Voting Common Stock issued and outstanding immediately prior to the Effective Time shall be exchanged for and represent the right to receive (subject to escrow provisions set forth below and in the Escrow Agreement): (i) the Cash Portion of the Final Purchase Price (as defined below) and (ii) the Stock Portion of the Final Purchase Price (as defined below), (iii) in each case divided by the aggregate number of shares of Company Class A Voting and Class B Non-Voting Common Stock issued and outstanding immediately prior to the Effective Time.

(b) Final Purchase Price. The "Final Purchase Price" shall be equal to (i) two hundred percent (200%) of the Company's net sales revenue for the fiscal year ended January 31, 1997 excluding (A) freight revenue, (B) sales taxes and (C) the cost of obtaining the third party lists described in Schedule 1.4(b) of the Company Disclosure Letter (as defined below) (the "Brokered

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Lists") for the year ended January 31, 1997, all determined in accordance with generally accepted accounting principles ("GAAP") consistently applied, plus (ii) one hundred

percent (100%) of the Company's freight revenue for the year ended January 31, 1997 determined in accordance with GAAP consistently applied, plus (iii) the net tangible asset value of the Company's assets as of January 31, 1997 determined in accordance with GAAP consistently applied, after deducting (X) payment (or creation of a reserve for payment) to present and past employees of Company under the Company's Employment Termination Agreements and other deferred compensation pursuant to Section 1.4(h) of this Agreement and an aggregate of $2,500,000 of bonuses as set forth in the Company Disclosure Letter, (Y) payment (or creation of a reserve for payment) of all Transaction Expenses (as defined in Section 4.10 hereof) incurred or to be incurred by the Company or its Shareholders, and (Z) a reserve to reflect the difference between the payments made by the Company under the two split-dollar life insurance policies and the cash surrender value of such policies as of January 31, 1997, and (iv) the tax benefit at the Closing, if any, to Parent, Merger Sub or Company resulting from payment to be made under the Company's Employment Termination Agreements as described in Section 1.4(h) below and payment of the $2,500,000 in bonuses or adjustments of split dollar policy values referred to above. The Final Purchase Price shall be computed on the Settlement Date (as defined below) according to the audited consolidated financial statement for the Company for the fiscal year ended January 31, 1997. The parties will seek to determine the Final Purchase Price within sixty (60) days after Closing (the "Settlement Date") based upon the Company's financial statements for the year ended January 31, 1997, determined in accordance with GAAP consistently applied, as audited by BDO Siedman (the "Settlement").

(c) Preliminary Purchase Price. The "Preliminary Purchase Price" is $97,261,301. The Preliminary Purchase Price has been calculated by the parties using the method described in Section 1.4(b) but using the prior year's financial data, i.e., the Company's net sales revenue and freight revenue for the year ended January 31, 1996 and the Company's net tangible asset value as of January 31, 1996, based on the Company's audited financial statements for the year ended January 31, 1996 and based on estimates of payments pursuant to the Employment Termination Agreements as provided in Schedule 1.4(c) of this Agreement. The calculation of the Preliminary Purchase Price is set forth in Schedule 1.4(c) of this Agreement.

(d) Payment in Cash and Stock; Valuation of Stock. One-half of both the Final Purchase Price and the Preliminary Purchase Price will be paid in cash (the "Cash Portion") and one-half will be paid in Parent Common Stock (the "Stock Portion"). For this purpose, Parent Common Stock will be valued at $22.30 per share (the "Parent Stock Price"). Any fractional shares will be rounded up to the nearest whole number.

(e) Payment of Preliminary and Final Purchase Price. At Closing, Parent will wire transfer the Cash Portion of the Preliminary Purchase Price as directed by Paul Goldner, and within ten (10) business days after the Closing,

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Parent will deliver stock certificates for the Stock Portion of the Preliminary Purchase Price to Paul Goldner at the Company. Seventy percent (70%) of both the Cash Portion and the Stock Portion of the Preliminary Purchase Price ($34,041,455 and 1,526,523 shares) will be released to the Shareholders, and the remaining thirty

percent (30%) ($ 14,589,195 and 654,224 shares) will be placed in escrow with the Escrow Agent pursuant to the Escrow Agreement pending determination of the Final Purchase Price. After the parties have determined the Final Purchase Price, Parent will make additional payments (or, if applicable, the Shareholders will make refunds to Parent) for any difference between the Preliminary Purchase Price and the Final Purchase Price, including interest on the Cash Portion of the difference calculated from Closing through payment of the Final Purchase Price at 5.5% per annum, and cash and stock will be added to or released from the escrow account so that, following payments to Shareholders, the Escrow Agent will hold, pursuant to the Escrow Agreement, ten percent (10%) of both the Cash Portion and the Stock Portion of the Final Purchase Price (the "Escrow Cash" and "Escrow Shares"), and all remaining amounts will have been distributed to the Shareholders.

(f) Cancellation of Company-Owned Stock. Each share of Company Common Stock owned by the Company or any direct or indirect wholly-owned subsidiary of the Company immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof.

(g) No Further Ownership Rights in Company Common Stock. Following the Effective Time, the Shareholders shall have no further rights in the Company Common Stock, and there shall be no further registration of transfers on the records of the Surviving Corporation of shares of Company Common Stock which were outstanding immediately prior to the Effective Time.

(h) Employment Termination Agreements. Each of Al Ambrosino, Ed Burnett, Charles Frigon and Michael Frost have entered into employment agreements with the Company (the "Pre-Merger Employment Agreements") pursuant to which such persons are entitled to acquire shares of Company stock or receive equivalent value in the event of an acquisition of the Company. Subject to the terms and conditions of this Agreement, on or before the Effective Time, the Company shall enter into an "Employment Termination Agreement," in substantially the form attached hereto as Exhibit C, dated on or before the Effective Time, between the Company and each such employee whereby the Company shall issue promissory notes or pay cash to such employees as payment in full for surrender of all rights held by each beneficiary under his Pre-Merger Employment Agreement.

(i) Adjustments to Final Purchase Price. If it is discovered prior to one year from the date of this Agreement (or with respect to matters referred to in Sections 2.9, 2.22, 6.1(a)(iii) and 6.1(a)(iv), prior to thirty days after expiration of relevant statutes of limitations referred to in Section 6.5(c)) that the Final Purchase Price was incorrectly calculated because the audited January 31, 1997 Financial Statements failed to include assets that should have

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been included, or did include assets that should not have been included, or failed to include revenues that should have been recognized as of January 31, 1997, or did include revenues that should not have been recognized, under GAAP consistently applied, then the amount of such understatement or overstatement shall be credited to the Shareholders or Parent, and compensating payments

made, as appropriate. Such adjustment to the Final Purchase Price shall be made once, at or shortly before one year from the Effective Time, except that later adjustments referred to in the parenthetical in the first sentence of this paragraph shall be made when determined.

1.5 Tax Consequences. It is intended by the parties hereto that the Merger shall constitute a tax-free reorganization within the meaning of Sections 368(a)(1)(A) and (2)(D) of the Code. If, however, the Merger is determined by the Internal Revenue Service or any state taxing authority to be a taxable transaction for any reason other than a breach by the Shareholders of their Continuity of Interest certificates or actions taken by the Shareholders after the Closing, then, at Parent's option, (i) pursuant to the Registration Rights and Stock Restriction Agreement, Parent will register no earlier than one year from the Closing Date, and will permit Shareholders to sell, a sufficient percentage of the shares received by Shareholders to enable them to pay their tax liability on the shares received in the Merger or (ii) Parent will lend the Shareholders sufficient funds to pay their tax liabilities on the shares received in the Merger. Any such loan will remain outstanding until the Shareholder sells sufficient shares to satisfy the tax liabilities or three years from the date of the loan, whichever is earlier, and will be interest-free.

1.6 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company and Merger Sub, the officers and directors of the Surviving Corporation are fully authorized in the name of the Company and the Surviving Corporation or otherwise to take, and will take, all such lawful and necessary and/or desirable action so long as such action is consistent with this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE SHAREHOLDERS

The Company and the Shareholders represent and warrant to Parent and Merger Sub, subject to the exceptions specifically disclosed in the disclosure letter (referencing the appropriate section number) supplied by the Company (the "Company Disclosure Letter"), as follows:

2.1 Organization of the Company. The Company and each existing Subsidiary

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(as defined below) is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the corporate power to own its properties and to carry on its business as now being conducted. The Company and each existing Subsidiary is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which it is required to be qualified to do business except where the failures of the Company

and the Subsidiaries to be so qualified would, in the aggregate, not have a Material Adverse Effect on the Company and its Subsidiaries (as defined below) taken as a whole. The Company has delivered a true and correct copy of the Certificate of Incorporation and Bylaws of each Company and each Subsidiary, as amended to date, to Parent's counsel. A "Material Adverse Effect" is any adverse effect on the business, assets, financial condition, or results of operations in the amount of $100,000 or more.

2.2 Company Capital Structure.

(a) The authorized capital stock of the Company consists of 2,000 shares of Class A Voting Common Stock, of which 1,000 shares are outstanding, and 20,000 shares of Class B Non-Voting Common Stock, of which 9,000 shares are outstanding (collectively the "Common Stock"). The Company Common Stock is held by the persons and in the amounts set forth on Section 2.2(a) of the Company Disclosure Letter. All outstanding shares of the Company's Common Stock are duly authorized, validly issued, fully paid and non-assessable, and are not subject to preemptive rights created by statute, the Certificate of Incorporation or Bylaws of the Company or any agreement to which the Company is a party or by which it is bound.

(b) Except as set forth in Section 1.4(h) hereof, there are no options, warrants, calls, rights, commitments or agreements of any character, written or oral, to which the Company is a party or by which it is bound obligating the Company to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any shares of the capital stock of the Company or obligating the Company to grant, extend, accelerate the vesting of, change the price of, otherwise amend or enter into any such option, warrant, call, right, commitment or agreement. As a result of the Merger, Parent will be the record and beneficial owner of all outstanding capital stock of the Company and rights to acquire capital stock of the Company.

2.3 Subsidiaries. Other than (a) Database America Companies, Inc. (f/k/a Ed Burnett Consultants, Inc.), a New Jersey corporation, (b) DBA FL, Inc., a New Jersey corporation, (c) Magi Direct, Inc., a New Jersey corporation, (d) Database Holdings, Inc., a Delaware corporation, and (e) Ed Burnett Consultants, Inc., a New York corporation (collectively, the "Subsidiaries"), which are wholly owned by the Company, the Company does not have any subsidiaries or affiliated companies (except Pagex Leasing Corp., which is wholly owned by Paul Goldner) and does not otherwise own any shares of capital stock or any interest in, or control, directly or indirectly, any other corporation, partnership, association, joint venture or other business entity. Unless the context

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otherwise requires, references in this Agreement to the "Company" (including references in Articles II and IV) shall mean the Company and the Subsidiaries.

2.4 Deferred Compensation. Section 2.4 of the Company Disclosure Letter lists the names of Company employees, directors and consultants and the amount of money each is entitled to receive from the Company as a result of deferred compensation, other than Phantom Stock

Options, and expenses payable in the ordinary course of business consistent with past practices. Other than the names and amounts listed in Section 2.4 of the Company Disclosure Letter, no other compensation is owed by the Company to the employees, directors or consultants of the Company other than ordinary payroll payable by the Company at the end of each pay period. Except for payments in cash or indebtedness of the Company to the parties to the Employment Termination Agreements, as provided for in Section 1.4(h), there are no further obligations of the Company, Shareholders, Parent or Merger Sub under the Pre-Merger Employment Agreements.

2.5 Authority. The Company and the Shareholders have all requisite power and authority to enter into this Agreement, the Escrow Agreement and the Registration Rights and Stock Restriction Agreement (as defined below) (collectively the "Transaction Agreements") and to consummate the transactions contemplated hereby. Under applicable law and the Company's charter documents, the vote of the stockholders and Board of Directors of the Company is sufficient for all corporate purposes to authorize the Merger and the Transaction Agreements and the transactions contemplated thereby. The execution and delivery of the Merger and the Transaction Agreements and the consummation of the transactions contemplated thereby have been duly authorized by all necessary corporate and stockholder action on the part of the Company, including the affirmative vote of all Shareholders. The Shareholders have duly approved the Merger and the Transaction Agreements. This Agreement has been duly executed and delivered, and the other Transaction Agreements when delivered will have been duly executed and delivered, by the Company and the Shareholders and constitute the valid and binding obligation of the Company and the Shareholders, enforceable in accordance with their terms except as such enforceability may be limited by principles of public policy and subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies. Except as set forth in the agreements listed in the Company Disclosure Letter and provided by the Company to Parent's representatives, the execution and delivery of the Transaction Agreements by the Company does not, and, as of the Effective Time, the consummation of the transactions contemplated hereby will not, conflict with, or result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit under (any such event, a "Conflict") (i) any provision of the Certificate of Incorporation or Bylaws of the Company as amended or (ii) any mortgage, indenture, lease, contract or other agreement or instrument, permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Company or its properties or

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assets with revenue or obligation greater than $100,000. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other federal, state, county, local or foreign governmental authority, instrumentality, agency or Commission ("Governmental Entity") or any third party, including a party to any agreement with the Company (so as not to trigger any Conflict) with revenue or obligation greater than $100,000, is required by or with

respect to the Company or the Shareholders in connection with the execution and delivery of the Transaction Agreements or the consummation of the transactions contemplated hereby, except for (i) the filing of the Certificates of Merger with the New Jersey Secretary of State and the Delaware Secretary of State, (ii) such consents, waivers, approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable federal and state securities laws, (iii) the filings of a premerger notification under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and the termination or expiration of the applicable waiting period under the HSR Act and (iv) such other consents, waivers, authorizations, filings, approvals and registrations as are set forth in Section 2.5 of the Company Disclosure Letter.

2.6 Company Financial Statements. Section 2.6 of the Company Disclosure Letter includes the Company's audited and/or reviewed consolidated financial statements (balance sheets, income statements and statements of cash flows) as of and for the fiscal years ending January 31, 1996, 1995 and 1994 and the Company's unaudited consolidated financial statements (balance sheets, income statement and statement of cash flow) as of and for the eleven (11) months ended December 31, 1996 (collectively, together with the financial statements for the twelve months ended January 31, 1997 to be delivered pursuant to Section 1.4, the "Financial Statements"). Except for customary year end adjustments (of which, to the Company's current knowledge, no individual item will be greater than $100,000) the Financial Statements are complete and correct and have been (or, in the case of the January 31, 1997 financial statements, will be) prepared in accordance with GAAP applied on a basis consistent throughout the periods indicated and consistent with each other (except that the unaudited financial statements for the eleven (11) months ended December 31, 1996 do not contain the notes necessary to be in accordance with generally accepted accounting principles and are subject to customary year end adjustments. The Financial Statements present fairly (and the January 31, 1997 financial statements will present fairly) the financial condition and operating results of the Company as of the dates and during the periods indicated therein except for customary year end adjustments. The audited balance sheet of the Company as of January 31, 1996 is hereinafter referred to as the "Audited Balance Sheet." The unaudited balance sheet of the Company as of December 31, 1996 is hereinafter referred to as the "Unaudited Balance Sheet." It is acknowledged that the balance sheet for January 31, 1997 will include reserves for payments to be made for Employment Termination Agreements, deferred compensation and bonuses.

2.7 No Undisclosed Liabilities. Except for obligations incurred in the ordinary course of business which are not greater than $100,000 individually or more than $200,000 in the aggregate and not required under GAAP to be set forth

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or reflected on a balance sheet or the notes thereto, the Company does not have any liability, indebtedness, obligation, expense, claim, deficiency, guaranty or endorsement of any type, whether accrued, absolute, contingent, matured, unmatured or other (whether or not required to be reflected in financial statements in accordance with generally accepted accounting principles), except those which (i) have been reflected in the Unaudited Balance Sheet, or (ii) have been specifically described in this Agreement or in the

Company Disclosure Letter, or (iii) have arisen in the ordinary course of the Company's business since the date of the Unaudited Balance Sheet.

2.8 No Changes. Except as set forth in Section 2.8 of the Company Disclosure Letter, since January 31, 1996, there has not been, occurred or arisen any:

(a) transaction by the Company except in the ordinary course of business as conducted on that date;

(b) individual capital commitments by the Company exceeding $250,000;

(c) destruction of, damage to or loss of any material assets or customer (which was one of the Company's ten (10) largest customers for the fiscal year ended January 31, 1997) of the Company (whether or not covered by insurance);

(d) labor trouble or claim of wrongful discharge of which the Company has received written notice or of which the Company is aware or other unlawful labor practice or action;

(e) change in accounting methods or practices (including any change in depreciation or amortization policies or rates) by the Company;

(f) revaluation by the Company of any of its assets other than depreciation as required by GAAP and reflected on the Unaudited Balance Sheet;

(g) declaration, setting aside or payment of any dividends on or any other distribution (whether in cash, stock or property) in respect of any of the Company's capital stock, or any split, combination or reclassification of any of the Company's capital stock or the issuance or authorization of the issuance of any of the securities in respect of, in lieu of or in substitution for shares of the capital stock of the Company, or the repurchase, redemption or other acquisition, directly or indirectly, of any shares of the Company's capital Stock (or options, warrants, or other rights exercisable therefor).

(h) sale, lease, license or other disposition of any of the assets or properties of the Company, except in the ordinary course of business as conducted on that date;

(i) loan greater than $10,000 by the Company to any person or entity, other than advances to employees for travel and business expenses in the

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ordinary course of business and consistent with past practices, or incurring by the Company of any indebtedness other than trade debt in the ordinary course of business consistent with past practices, guaranty of the Company of any indebtedness, issuance or sale of any debt securities of the Company or guaranteeing of any debt securities of others;

(j) the notice or, to the knowledge of the Company, commencement or, to the knowledge of the Company, threat of commencement of any lawsuit or proceeding against or

investigation of the Company or its affairs;

(k) claim of ownership by a third party of the Company's Intellectual Property (as defined in Section 2.12 below) or infringement by the Company of any third party's Intellectual Property rights;

(l) issuance, sale or exemption by the Company of any of its shares of capital stock, or securities exchangeable, convertible or exercisable therefor, or of any other securities except for issuances or sales as a result of rights previously granted to purchase shares of the Company's Capital Stock;

(m) transactions by the Company with any of its officers, directors or employees (other than payment of normal compensation) or with any persons or entities affiliated with any of its officers, directors or employees;

(n) any event or condition of any character, known prior to the Closing, that has or could be reasonably expected to have a Material Adverse Effect on the Company; or

(o) negotiation or agreement by the Company or any officer or employees thereof to do any of the things described in the preceding clauses (a) through (o) (other than by negotiations with Parent and its representatives regarding the transactions contemplated by this Agreement).

2.9 Tax and Other Returns and Reports.

(a) Definition of Taxes. For the purposes of this Agreement, "Tax" or, collectively, "Taxes," means any and all federal, state, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts and any obligations under any agreements or arrangements with any other person with respect to such amounts and including any liability for taxes of a predecessor entity.

(b) Tax Returns and Audits.

(i) The Company, the Subsidiaries and the Prior Subsidiaries as

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of the Effective Time will have prepared and timely filed or made a timely request for extension for all required federal, state, local and foreign returns, estimates, information statements and reports (collectively the "Returns") relating to any and all Taxes concerning or attributable to the Company, the Subsidiaries and any predecessor subsidiaries of the Company or any Subsidiaries that have been dissolved, merged into or otherwise combined with the Company or any Subsidiaries (the "Prior Subsidiaries") or their operations, and such Returns are true and correct

and have been completed in accordance with applicable law.

(ii) The Company, the Subsidiaries and the Prior Subsidiaries as of the Effective Time: (A) will have paid or accrued all Taxes it is required to pay or accrue and (B) will have withheld and timely remitted with respect to its employees all federal and state income taxes, FICA, FUTA and other Taxes required to be withheld and remitted.

(iii) The Company, the Subsidiaries and the Prior Subsidiaries have not been delinquent in the payment of any Tax nor is there any Tax deficiency outstanding, assessed or to the Company's knowledge proposed against the Company, the Subsidiaries and the Prior Subsidiaries, nor has the Company, the Subsidiaries and the Prior Subsidiaries executed any waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax.

(iv) No audit or other examination of any Return of the Company is presently in progress, nor has the Company been notified of any request for such an audit or other examination.

(v) The Company does not have any liabilities for unpaid federal, state, local and foreign Taxes which have not been accrued or reserved against in accordance with GAAP on the Unaudited Balance Sheet, whether asserted or unasserted, contingent or otherwise and has not incurred any liabilities for Taxes since the date of the Unaudited Balance Sheet other than in the ordinary course of business consistent with past practices.

(vi) The Company has made available to Parent or its legal counsel copies of all foreign, federal and state income and all state sales and use Returns filed since January 1, 1993.

(vii) There are no liens, pledges, charges, claims, security interests or other encumbrances of any sort ("Liens") on the assets of the Company relating to or attributable to Taxes other than Liens for taxes not yet due and payable.

(viii) The Company has no knowledge of any reasonable basis for the assertion of any claim relating or attributable to Taxes which, if adversely determined, would result in any Lien on the assets of the Company.

(ix) None of the Company's assets are treated as "tax-exempt

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use property" within the meaning of Section 168(h) of the Code.

(x) As of the Effective Time, there will not be any contract, agreement, plan or arrangement, including but not limited to the provisions of this Agreement, covering any employee or former employee of the Company that, individually or collectively, could give rise to

the payment of any amount that would not be deductible pursuant to Section 280G or 404 of the Code.

(xi) The Company has not filed any consent agreement under Section 341(f) of the Code or agreed to have Section 341(f)(2) of the Code apply to any disposition of a subsection (f) asset (as defined in Section 341(f)(4) of the Code) owned by the Company.

(xii) The Company is not a party to a tax sharing or allocation agreement nor does the Company owe any amount under any such agreement.

(xiii) The Company is not, and has not been within the time period set forth in Section 897(c)(i)(A)(ii), a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code.

(xiv) The Company's tax basis in its assets for purposes of determining its future amortization, depreciation and other federal income tax deductions is properly reflected on the Company's tax books and records.

2.10 Restrictions on Business Activities. Except as provided in the agreements listed in the Company Disclosure Letter which were provided by the Company to Parent's representatives, there is no agreement (noncompete or otherwise), commitment, judgment, injunction, order or decree to which the Company is a party or otherwise binding upon the Company which has or reasonably could be expected to have the effect of prohibiting or impairing any business practice of the Company, any acquisition of property (tangible or intangible) by the Company or the conduct of business by the Company. Parent acknowledges that certain agreements listed in the Company Disclosure Letter which were provided to Parent's representatives do contain acceleration provisions, notice requirements, restrictions on business, or other prohibitions which may be triggered by the Merger.

2.11 Title of Properties; Absence of Liens and Encumbrances; Condition of Equipment.

(a) The Company owns no real property, nor has it ever owned any real property. Section 2.11(a) of the Company Disclosure Letter sets forth a list of each parcel of real property currently leased by the Company with an aggregate rental value greater than $100,000 per year, the name of the lessor, the date of the lease and each amendment thereto and the aggregate annual rental and/or other fees payable under any such lease. All such leases are in full force and effect, are valid and effective in accordance with their respective terms, and there is not, under any of such leases, any existing default or event of default

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(or event which with notice or lapse of time, or both, would constitute a default).

(b) The Company has good and valid title to, or, in the case of leased properties and assets, valid leasehold interests in, all of its tangible properties and assets other than real property used or held for use in its business, free and clear of any Liens (as defined in

Section 2.9(b)(vii)), except as reflected in the Company Financials and except for liens for taxes not yet due and payable and such imperfections of title and encumbrances, if any, which are not material in character, amount or extent, and which do not materially detract from the value, or materially interfere with the present use, of the property subject thereto or affected thereby.

(c) In the judgment of Paul Goldner, the equipment (the "Equipment") owned or leased by the Company is, taken as a whole, adequate for the conduct of the business of the Company as currently conducted and is free of liens. Except as specifically stated here, the Company and the Shareholders make no other representations and warranties as to the Equipment, which is accepted "as is and where is."

2.12 Intellectual Property.

(a) The Company owns, or is licensed or otherwise possesses legally enforceable rights to use, all patents, trademarks, trade names, service marks, copyrights, and any applications therefor, maskworks, net lists, schematics, technology, know-how, computer software programs or applications (in both source code and object code form), and tangible or intangible proprietary information or material (excluding Commercial Software as defined below) that are used in the business of the Company as currently conducted (the "Company Intellectual Property Rights"). "Commercial Software" means packaged commercially available software programs generally available to the public through retail dealers in computer software which have been licensed to the Company and which are used in the Company's business without infringement on the rights of third parties.

(b) Section 2.12 of the Company Disclosure Letter sets forth a complete list of all patents, trademarks, registered copyrights, trade names and service marks, and any applications therefor in respect of any of the foregoing, included in the Company Intellectual Property Rights, and specifies, where applicable, the jurisdictions in which each such Company Intellectual Property Right has been issued or registered or in which an application for such issuance and registration has been filed, including the respective registration or application numbers and the names of all registered owners. Section 2.12 of the Company Disclosure Letter sets forth a complete list of all third parties to whom the Company has sold or licensed any source code for the Company's software products whose source code was written during the past three years. Section 2.12 of the Company Disclosure Letter also sets forth a complete list of all material licenses, sublicenses and other agreements entered into by the Company within the last three years and pursuant to which the Company or any other person is authorized by the Company to use any Company Intellectual Property Right or

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other trade secret material to the Company. The Company is not in material violation of any license, sublicense or agreement described on such list. The execution and delivery of this Agreement by the Company, and the consummation of the transactions contemplated hereby, (A) will not cause the Company to be in violation or default under any such license, sublicense or agreement, (B) entitle any other party to

any such license, sublicense or agreement to terminate or modify such license, sublicense or agreement or (C) require the Company to repay any funds already received by it from a third party. Except as set forth in Schedule 2.12(b) of the Company Disclosure Letter, no claims with respect to the Company Intellectual Property Rights have been asserted against the Company, nor to the knowledge of the Shareholders are threatened against the Company or have been asserted or threatened against a third party, nor are the Shareholders aware of any reasonable basis for any claims (i) to the effect that the manufacture, sale, licensing or use of any of the products of the Company as now manufactured, sold or licensed or used or proposed for manufacture, use, sale or licensing by the Company infringes on any copyright, patent, trade mark, service mark, trade secret or other proprietary right of any third party, (ii) against the use by the Company of any trademarks, service marks, trade names, trade secrets, copyrights, patents, technology, know-how or computer software programs and applications used in the Company's business as currently conducted or (iii) challenging the validity, effectiveness, or ownership by the Company of any of the Company Intellectual Property Rights. All registered patents, trademarks, service marks and copyrights held by the Company and acquired during the last three years, and all significant trademarks and service marks held by the Company, whenever acquired, are valid and subsisting. To the knowledge of the Company, there is no unauthorized use, infringement or misappropriation by any third party of any of the Company Intellectual Property Rights which are owned by the Company or to which the Company has exclusive rights. No Company Intellectual Property Right or product of the Company is subject to any outstanding decree, order, judgment, or stipulation restricting in any manner the licensing thereof by the Company. The Company has not entered into any agreement under which the Company is restricted from selling, licensing or otherwise distributing any of its products to any class of customers, in any geographic area, during any period of time or in any segment of the market.

2.13 Agreements, Contracts and Commitments. Except as set forth in Section 2.13 of the Company Disclosure Letter, the Company does not have continuing obligations under, is not a party to nor is it bound by:

(i) any collective bargaining agreements,

(ii) any agreements or arrangements, except as required by law, that contain any severance pay or post-employment liabilities or obligations, other than as contemplated herein or in the Employment Agreements (as defined below),

(iii) any bonus, deferred compensation, pension, profit sharing or retirement plans, or any other employee benefit plans or arrangements, except

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bs required by law and excluding any contracts or commitments with sales persons or distributors for commissions,

(iv) any agreement or plan, including, without limitation, any stock option plan, stock appreciation rights plan or stock purchase plan, any of the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement, except

as provided herein,

(v) any fidelity or surety bond or completion bond,

(vi) any lease of personal property having annual lease payments individually in excess of $100,000,

(vii) any agreement of indemnification or guaranty other than in the ordinary course of business,

(viii) any agreement, contract or commitment containing any covenant limiting the freedom of the Company to engage in any line of business or to compete with any person,

(ix) any mortgages, indentures, loans or credit agreements, security agreements or other agreements or instruments relating to the borrowing of money or extension of credit, including guaranties referred to in clause (vii) hereof,

(x) any construction contracts, or

(xi) any distribution, joint marketing or development agreement except in the ordinary course of business consistent with past practices.

The Company has not breached, violated or defaulted under, or received notice that it has breached, violated or defaulted under, any of the material terms or conditions of (i) any agreement, contract or commitment set forth in Section 2.13 of the Company Disclosure Letter or (ii) any other material agreement, contract or commitment to which it is a party or by which it is bound (any such agreement, contract or commitment, a "Contract"). Each Contract is in full force and effect and, except (i) as otherwise disclosed in Section 2.13 of the Company Disclosure Letter, and (ii) defaults which may be triggered by the Merger, as provided in the contracts listed in the Company Disclosure Letter and provided by the Company to the Parent's representative, is not subject to any default thereunder of which the Company is aware by any party obligated to the Company pursuant thereto.

2.14 Interested Party Transactions. Except as set forth in Section 2.14 of the Company Disclosure Letter, no officer, director or, to the Company's and

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Shareholders' knowledge, employee or stockholder (nor, to the Company's and Shareholders' knowledge, any ancestor, sibling, descendant or spouse of any of such persons, or any trust, partnership or corporation in which any of such persons has or has had an interest), has or has had, directly or indirectly, (i) an interest in any entity which furnished or sold, or furnishes or sells, services or products that the Company furnishes or sells, or proposes to furnish or sell, (ii) any interest in any entity that purchases from or sells or furnishes to, the Company, any goods or services or (iii) a beneficial interest in any contract or agreement set forth in Section 2.13 of the Company Disclosure Letter; provided that passive ownership of no more than five percent (5%) of the outstanding stock of a

corporation shall not be deemed an "interest in any entity" for purposes of this Section 2.14.

2.15 Governmental Authorization. Section 2.15 of the Company Disclosure Letter accurately lists each material consent, license, permit, grant or other authorization issued to the Company by a Governmental Entity (i) pursuant to which the Company currently operates or holds any interest in any of its properties or (ii) which is required for the operation of its business or the holding of any such interest (herein collectively called "Company Authorizations"), which Company Authorizations are in full force and effect and constitute all Company Authorizations required to permit the Company to operate or conduct its business or hold any interest in its properties or assets.

2.16 Litigation. Except as disclosed in Section 2.16 of the Company Disclosure Letter, there is no action, suit, claim or proceeding of any nature pending or to the Company's and Shareholders' knowledge threatened against the Company, its properties or any of its officers or directors, in their capacities as agents of the Company. There is no investigation pending or, to the Company's and Shareholders' knowledge, threatened against the Company, its properties or any of its officers or directors, in their capacities as agents of the Company by or before any Governmental Entity. No Governmental Entity has at any time challenged or questioned the legal right of the Company to manufacture, offer or sell any of its products in the present manner or style thereof.

2.17 Accounts Receivable.

(a) Set forth in Section 2.17 of the Company Disclosure Letter is an aging of all accounts receivable of the Company reflected on the Unaudited Balance Sheet ("Accounts Receivable").

(b) All Accounts Receivable of the Company arose in the ordinary course of business, are carried at values determined in accordance with GAAP consistently applied and are collectible except to the extent of reserves therefor set forth in the Unaudited Balance Sheet. Except as set forth in Section 2.17(b) of the Company Disclosure Letter, no person has any lien, pledge, charge, claim, security interest or other encumbrance of any sort on any of such Accounts Receivable, and the Company has not received any written notice nor made any agreement for deduction or discount with respect to any of such

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Accounts Receivable greater than $25,000 in the aggregate.

2.18 Customers and Suppliers. To the best knowledge of the Company or the Shareholders, there are no unfilled customer orders in excess of $100,000 not in the ordinary course of business. Section 2.18 of the Company Disclosure Letter sets forth a list of each customer that accounted for more than 5% of the revenues of the Company during the eleven (11) months ended December 31, 1996 and the amount of revenues accounted for by such customer during such period.

2.19 Minutes. The minutes of the Company made available to counsel for Parent

contain an accurate summary of all material actions taken at the meetings of directors (or committees thereof) and stockholders or actions by written consent.

2.20 Environmental Matters.

(a) Hazardous Material. To the best knowledge of the Company and the Shareholders, except as set forth in Section 2.20 of the Company Disclosure Letter, neither the Company nor the Shareholders have been notified by any Governmental entity or third party that the Company, any of its employees or independent contractors have illegally released any material amount of any substance that has been designated by any Governmental Entity or by applicable federal, state, local or other applicable law to be radioactive, toxic, hazardous or otherwise a danger to health or the environment, including, without limitation, PCBs, asbestos, petroleum, urea-formaldehyde and all substances listed as hazardous substances pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or defined as a hazardous waste pursuant to the United States Resource Conservation and Recovery Act of 1976, as amended, and the regulations promulgated pursuant to said laws (a "Hazardous Material"), but excluding office and janitorial supplies, heating and cooling equipment and computer, copier and printer supplies properly and safely maintained, on or under any property, including the land and the improvements, ground water and surface water thereof, that the Company has at any time owned, operated, occupied or leased.

(b) Environmental Liabilities. No action, proceeding, revocation proceeding, amendment procedure, writ, injunction or claim is pending, or to the Company's knowledge, threatened concerning any (i) material environmental approvals, permits, licenses, clearances and consents or (ii) any transportation, storage, use, or disposal of any Hazardous Materials in violation of any law in effect on or before the Closing Date.

2.21 Brokers' and Finders' Fees. Except as set forth in Section 2.21 of the Company Disclosure Letter, the Company has not incurred, nor will it incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby including, without limitation, any claims made by Veronis, Suhler & Associates, Inc. against the Company or the Surviving

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Corporation.

2.22 Employee Benefit Plans and Compensation.

(a) Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(i) "Affiliate" shall mean any other person or entity under common control with the Company within the meaning of Section 414(b), (c) or (m) of the Code and the regulations thereunder;

(ii) "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended;

(iii) "Company Employee Plan" shall refer to any plan, program, policy, practice, contract, agreement or other arrangement providing for bonuses, severance, termination pay, performance awards, stock or stock-related awards, fringe benefits or other employee benefits of any kind, whether formal or informal, funded or unfunded and whether or not legally binding, including without limitation, each "employee benefit plan," within the meaning of Section 3(3) of ERISA which is or has been maintained, contributed to, or required to be contributed to, by the Company or any Affiliate for the benefit of any "Employee" (as defined below), and pursuant to which the Company or any Affiliate has or may have any material liability contingent or otherwise; provided, however, that such term shall not refer to the Database America Companies Retirement Plan ("ESOP"), originally effective as of February 1, 1975 and as amended to date;

(iv) "Employee" shall mean any current, former, or retired employee, officer, or director of the Company or any Affiliate;

(v) "Employee Agreement" shall refer to each employment, severance, consulting or similar agreement or contract between the Company or any Affiliate and any Employee;

(vi) "IRS" shall mean the Internal Revenue Service;

(vii) "Multiemployer Plan" shall mean any "Pension Plan" (as defined below) which is a "multiemployer plan," as defined in Section 3(37) of ERISA; and

(viii) "Pension Plan" shall refer to each Company Employee Plan which is an "employee pension benefit plan," within the meaning of Section 3(2) of ERISA; provided, however that such term shall not refer to the ESOP.

(b) Schedule. Section 2.22(b) of the Company Disclosure Letter contains an accurate and complete list of (i) each Employee of the Company as of January 1, 1997, each Employee's salary as of January 1, 1997 and each Employee's years of service with the Company as of January 1, 1997, and (ii) each Company Employee Plan and each Employee Agreement. The Company does not

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have any plan or commitment, whether legally binding or not, to establish any new Company Employee Plan or Employee Agreement, to modify any Company Employee Plan or Employee Agreement (except to the extent required by law or to conform any such Company Employee Plan or Employee Agreement to the requirements of any applicable law, in each case as previously disclosed to Parent in writing, or as required by this Agreement), or to enter into any Company Employee Plan or Employee Agreement, nor does it have any intention or commitment to do any of the foregoing.

(c) Documents. The Company has provided to Parent (i) correct and complete copies of all documents embodying each Company Employee Plan and each Employee Agreement including all amendments thereto and copies of all forms of agreement and enrollment used therewith; (ii) the most recent annual actuarial valuations, if any, prepared for each Company Employee Plan; (iii) the two most recent annual reports (Series 5500 and all schedules thereto), if any, required under ERISA in connection with each Company Employee Plan or related trust; (iv) if the Company Employee Plan is funded, the most recent annual and periodic accounting of Company Employee Plan assets; (v) the most recent summary plan description together with the most recent summary of material modifications, if any, required under ERISA with respect to each Company Employee Plan; (vi) all IRS determination letters and rulings relating to Company Employee Plans and copies of all applications and correspondence to or from the IRS or the U.S. Department of Labor ("DOL") with respect to any Company Employee Plan; and (vii) all communications material to any Employee or Employees relating to any Company Employee Plan and any proposed Company Employee Plans, in each case, relating o any amendments, terminations, establishments, increases or decreases in benefits, acceleration of payments or vesting schedules or other events which would result in any material liability to the Company.

(d) Employee Plan Compliance. (i) The Company and its Affiliates (as defined above) have performed in all material respects all obligations required to be performed by it under each Company Employee Plan and each Company Employee Plan has been established and maintained in all material respects in accordance with its terms and in compliance with all applicable laws, statutes, orders, rules and regulations, including but not limited to ERISA and the Code; (ii) no "prohibited transaction," within the meaning of Section 4975 of the Code or Section 406 of ERISA, has occurred with respect to any Company Employee Plan; (iii) there are no actions, suits or claims pending, or, to the knowledge of the Company, threatened or anticipated (other than routine claims for benefits) against any Company Employee Plan or against the assets of any Company Employee Plan; (iv) each Company Employee Plan can be amended, terminated or otherwise discontinued after the Effective Time in accordance with its terms, without liability to the Company, Parent or any of its Affiliates (other than ordinary administration expenses typically incurred in a termination event); (v) there are no inquiries or proceedings pending or, to the knowledge of the Company or any affiliates, threatened by the IRS or DOL with respect to any Company Employee Plan; and (vi) neither the Company nor any Affiliate is subject to any penalty or tax with respect to any Company Employee Plan under Sections 502(i) of ERISA or Sections 4975 through 4980 of the Code.

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(e) Pension Plans. Each Pension Plan, and each related trust, annuity contract or other funding instrument which covers or has covered employees or former employees of the Company or any Affiliate, is qualified and tax exempt under the provisions of Code Sections 401(a) and 501(a) and has been so qualified at all times during the period from its adoption

through the Closing. As of the Closing, each Pension Plan and each related trust, annuity contract or other funding instrument which covers or has at any time covered employees or former employees of the Company or its Affiliates, complies with, and has at all times prior to the Closing been maintained in compliance with, its terms and, both as to form and operation, with the requirements prescribed by any and all statutes, orders, rules and regulations which are applicable to each such Pension Plan, including without limitation, ERISA and the Code. No event has occurred in connection with which the Company, any Affiliate of the Company or any such Pension Plan, could, directly or indirectly, be subject to any liability under ERISA, the Code or any other law, regulation or governmental order under any agreement, instrument, statute, rule of law or regulation pursuant to or under which the Company or any Affiliate has agreed to indemnify, or is required to indemnify, any person against any liability incurred under, or for a violation or failure to satisfy the requirements of any such statute, regulation or order. The Company and its Affiliates do not now, nor have any of them at any time ever, maintained, established, sponsored, participated in, or contributed to, any Pension Plan which is subject to Part 3 of Subtitle B of Title I of ERISA, Title IV of ERISA or Section 412 of the Code.

(f) Multiemployer Plans. At no time has the Company contributed to or been requested to contribute to any Multiemployer Plan.

(g) No Post-Employment Obligations. Except as set forth in Section 2.22(g) of the Company Disclosure Letter, no Company Employee Plan provides, or has any liability to provide, life insurance, medical or other employee benefits to any Employee upon his or her retirement or termination of employment for any reason, except as may be required by statute, and neither the Company nor any Affiliate has represented, promised or contracted (whether in oral or written form) to any Employee (either individually or to Employees as a group) that such Employee(s) would be provided with life insurance, medical or other employee welfare benefits upon their retirement or termination of employment, except to the extent required by statute.

(h) Effect of Transaction. The execution of this Agreement and the consummation of the transactions contemplated hereby will not constitute an event under any Company Employee Plan, Employee Agreement, trust or loan that will or may result in any payment (whether of severance pay or otherwise), acceleration, forgiveness of indebtedness, vesting, distribution, increase in benefits or obligation to fund benefits with respect to any Employee, other than as provided elsewhere for the Employment Termination Agreements.

(i) Employment Termination Agreements. The Employment Termination Agreement Release and Note, in substantially the form attached hereto as Exhibit

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C, will terminate all liabilities and obligations of the Company under the Company's Pre-Merger Employment Agreements with such individuals.

(j) Employment Matters. The Company (i) is in compliance in all material respects with all applicable foreign, federal and state laws, rules and regulations respecting

employment, employment practices, terms and conditions of employment and wages and hours, in each case, with respect to Employees; (ii) has withheld all amounts required by law or by agreement to be withheld from the wages, salaries and other payments to Employees; (iii) is not liable for any arrears of wages or any taxes or any penalty for failure to comply with any of the foregoing; and (iv) is not liable for any payment to any trust or other fund or to any governmental or administrative authority, with respect to unemployment compensation benefits, social security or other benefits for Employees (other than routine payments to be made in the normal course of business and consistent with past practice).

(k) Labor. No work stoppage or labor strike against the Company is pending or, to the best knowledge of the Company, threatened. The Company is not involved in or, to the knowledge of the Company, threatened with, any labor dispute, grievance, or litigation relating to labor, safety or discrimination matters involving any Employee, including, without limitation, charges of unfair labor practices or discrimination complaints, which, if adversely determined, would, individually or in the aggregate, result in liability to the Company. Neither the Company nor any of its subsidiaries has engaged in any unfair labor practices within the meaning of the National Labor Relations Act which would, individually or in the aggregate, directly or indirectly result in a liability to the Company. The Company is not presently, nor has it been in the past, a party to, or bound by, any collective bargaining agreement or union contract with respect to Employees and no collective bargaining agreement is being negotiated by the Company.

2.23 [Intentionally left blank.]

2.24 Insurance. Section 2.24 of the Company Disclosure Letter lists all insurance policies and fidelity bonds covering the assets, business, equipment, properties, operations, employees, officers and directors of the Company. There is no claim by the Company pending under any of such policies or bonds as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds. All premiums due and payable under all such policies and bonds have been paid and the Company is otherwise in material compliance with the terms of such policies and bonds. The Company has no knowledge of any threatened termination of, or material premium increase with respect to, any of such policies.

2.25 Permits. Section 2.25 of the Company Disclosure Letter sets forth a list of all material permits (including without limitation those relating to the occupancy or use of real property) issued to or held by the Company (the "Permits"). Such listed Permits are the only Permits that are required for the

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Company to conduct its business as presently conducted and as currently proposed to be conducted, except for those the absence of which would not have a Material Adverse Effect on the Company. Each such Permit is in full force and effect and, to the best knowledge of the Company and Shareholders, no suspension or cancellation of such Permit is threatened, and the Company and Shareholders are not aware of any basis for believing that such Permit will not be renewable upon expiration. Each such Permit will be in full force and effect immediately following the Closing and will not expire or terminate as a result of the Merger.

2.26 Compliance with Laws. The Company has complied in all material respects with, is not in violation in any material respect of, and has not received any notices of violation with respect to, any foreign, federal, state or local statute, law or regulation with respect to the conduct of its business, or the ownership or operation of its business, assets or properties.

2.27 Complete Copies of Materials. The Company has delivered or made available to Parent true and complete copies of each agreement, contract, commitment or other document (or summaries of same) that is referred to in the Company Disclosure Letter or that has been requested by Parent or its counsel. Without in any way limiting the generality of the foregoing, to the extent that the Company has delivered any of the foregoing to Parent, such copies are true and complete.

2.28 Warranties; Indemnities. Section 2.28 of the Company Disclosure Letter indicates all warranty and indemnity claims in excess of $100,000 in the aggregate by any one customer made against the Company.

2.29 Representations Complete. None of the representations or warranties made by the Company and the Shareholders (as modified by the Company Disclosure Letter hereunder), nor any statement made in any schedule or certificate furnished by the Company pursuant to this Agreement, or furnished in or in connection with documents mailed or delivered to the stockholders of the Company in connection with soliciting their consent to this Agreement and the Merger contains or will contain at the Effective Time, any untrue statement of a material fact, or omits or will omit at the Effective Time to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which made, not misleading.

2.30 Company Disclosure Letter. Parent and Merger Sub are acknowledged to have accepted the matters disclosed in the Company Disclosure Letter and the matters set forth in those agreements listed in the Company Disclosure Letter which were provided to Parent's representatives as exceptions or qualifications to these representations and warranties contained in Article II of this Agreement. Matters disclosed under one section of the Company Disclosure Letter which are apparent from examination to be relevant to other sections of the Company Disclosure Letter are deemed disclosed under such other sections as well.

ARTICLE III

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REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub represent and warrant to the Company and the Shareholders as follows:

3.1 Organization, Standing and Power. Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Merger Sub is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Each of Parent and Merger Sub has the corporate power to own its properties and to carry on its business as now being conducted and is duly qualified to do business and is in good standing in each jurisdiction in which the failure to be so qualified would have a material adverse effect on the business, assets, financial condition, or results of operations of Parent or the ability of Parent and Merger Sub to consummate the transactions contemplated hereby.

3.2 Authority. Parent and Merger Sub have all requisite corporate power and authority to enter into the Transaction Agreements and to consummate the transactions contemplated hereby. The execution and delivery of the Transaction Agreements and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate and stockholder action on the part of Parent and Merger Sub. This Agreement has been duly executed and delivered by Parent and Merger Sub and, upon delivery, the other Transaction Agreements will have been duly executed and delivered by Parent and Merger Sub. The Transaction Agreements constitute (or upon delivery will constitute) the valid and binding obligations of Parent and Merger Sub, enforceable in accordance with their terms, except as such enforceability may be limited by principles of public policy and subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies. The execution and delivery of the Transaction Agreements do not and will not, and the consummation of the transactions contemplated hereby will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under (i) any provision of the Certificate of Incorporation or Bylaws of Parent and Merger Sub or (ii) any mortgage, indenture, lease, contract or other agreement or instrument, permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Parent or its properties or assets, other than any such conflicts, violations, defaults, terminations, cancellations or accelerations which would not have a material adverse effect on the ability of Parent to consummate the transactions contemplated hereby. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental entity, is required by or with respect to Parent and Merger Sub in connection with the execution and delivery of the Transaction Agreements by Parent and Merger Sub or the consummation by Parent and Merger Sub of the transactions contemplated hereby, except for (i) the filing of the Certificates of Merger with the New Jersey Secretary of State and the Delaware Secretary of State, (ii) such consents,

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approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable state and federal securities laws and the laws of any foreign country, (iii) such filings as may be required under the HSR Act and (iv) such other consents, authorizations, filings, approvals and registrations which if not obtained or made would not have a material adverse effect on the ability of Parent to consummate the transactions contemplated hereby.

3.3 Cash Consideration. At the Effective Time of the Merger, Parent will have available sufficient cash to enable it to perform its obligations under this Agreement.

3.4 SEC Documents; Parent Financial Statements. Parent has furnished or made available to the Company true and complete copies of (i) its annual report on Form 10-K for the fiscal year ended December 31, 1995 and (ii) its quarterly reports on Form 10-Q for the quarters ended March 31, 1996, June 30, 1996 and September 30, 1996 filed by it with the U.S. Securities and Exchange Commission (the "SEC") under the Securities and Exchange Act of 1934, as amended, (the "Exchange Act"), all in the form (including exhibits) so filed, (the "SEC Documents"). As of their respective filing dates, the SEC Documents complied in all material respects with the requirements of the Exchange Act, and none of the SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading. The financial statements of Parent, included in the SEC Documents (the "Parent Financial Statements") comply with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with generally accepted accounting principles consistently applied (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) and present fairly the consolidated financial position of Parent at the dates thereof and of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal, recurring audit adjustments). There has been no change in Parent accounting policies except as described in the notes to Parent Financial Statements. Parent has no material obligations other than (i) those set forth in the previously filed Parent Financial Statements and (ii) those not required to be set forth in Parent Financial Statements under generally accepted accounting principles, as of the respective dates of the financial statements. Except for leveraged transactions incurred by Parent in contemplation of this Agreement and the Transaction Agreements, there has been no material adverse change in the financial condition of the Parent since September 30, 1996.

3.5 Parent Common Stock. The shares of Parent Common Stock, when issued in the Merger in compliance with this Agreement, will be validly issued, fully paid and nonassessable. All shares of Parent Common Stock, issued in the Merger, will not be registered under the Securities Act of 1933, as amended, and will be subject to registration rights and restrictions on transfer pursuant to the Registration Rights and Stock Restriction Agreement attached hereto as Exhibit D. The authorized capital stock of the Parent consists of 75,000,000 shares of

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Common Stock, of which 22,265,960 shares were issued and 22,100,960 were outstanding as of January 31, 1997. As of January 31, 1997 there are 4,000,000 shares of Common Stock authorized to be issued under the Parent's 1992 Stock Option Plan of which options for 2,556,900 shares had been granted as of January 31, 1997.

3.6 Continuity of Business Enterprise. Following the Effective Time, Parent and Merger Sub will take no action that could reasonably be expected to cause the Merger to fail to

qualify as a reorganization within the meaning of Section 368(a) of the Code. In particular, after the Effective Time, Parent and Merger Sub will either continue the historic business of the Company or use a significant portion of the Company's historic business assets in a business, in each case within the meaning of Treasury Regulation (S) 1.368-1(d). To the knowledge of Parent and Merger Sub, the Merger does qualify as a reorganization within the meaning of Section 368(a) of the Code. Section 1.5 above sets forth certain obligations of Parent if it is determined by the Internal Revenue Service or any state taxing authority that the Merger is a taxable transaction.

3.7 Dispositions After Closing. Parent and Merger Sub currently have no intention to dispose of the Company's business or any substantial assets of the Company within the two years after the Closing.

ARTICLE IV

ADDITIONAL AGREEMENTS

4.1 Registration Rights and Stock Restriction Agreement. Parent shall grant the holders of Parent Common Stock issued in the Merger the registration rights set forth in the Registration Rights and Stock Restriction Agreement attached hereto as Exhibit D.

4.2 Non-Competition and Employment Agreements. At or before the Closing, Parent will enter into Non-Competition Agreements with each of Paul Goldner, Al Ambrosino, Mark Goldner, Ed Burnett, Charles Frigon and Michael Frost and their spouses in the forms agreed upon with each of those parties, and Parent and the Merger Sub will enter into Employment and Non-Competition Agreements with each of Paul Goldner, Al Ambrosino, Mark Goldner, John Ripa, Steve Kayner, Jeff Brenner and Fred Palmieri in the forms agreed upon with each of those parties. The Non-Competition Agreement with Paul Goldner provides that Parent will make a non-competition payment of $1,125,000 to him at the Closing.

4.3 Consents. Each of Parent and the Company shall promptly apply for or otherwise seek, and use its best efforts to obtain, all consents and approvals required to be obtained by it for the consummation of the Merger. The Merger will not be conditioned upon, or delayed in order to seek, the receipt of a favorable ruling from the Internal Revenue Service with respect to the tax treatment of the Merger. After the Closing, Paul Goldner shall use his

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reasonable best efforts to help the Parent and the Surviving Corporation obtain all consents, waivers and approvals required (including the consents and approvals listed in Section 2.5 of the Company Disclosure Letter) under any of the Company's agreements, contracts, licenses and leases in order to preserve the benefits thereunder for the Surviving Corporation and otherwise in connection with the Merger as requested by Parent or the Surviving Corporation.

4.4 Continuity of Interest. At or before the Closing, the Shareholders shall execute

and deliver to Parent a Continuity of Interest Certificate in a form to be agreed to by the parties.

4.5 FIRPTA Compliance. At the Closing, the Company and Shareholders shall deliver to Parent a properly executed statement in a form reasonably acceptable to Parent for purposes of satisfying Parent's obligations under Treasury Regulation Section 1.1445-2(c)(3). The Surviving Corporation shall retain the FIRPTA Form for a period of not less than seven years and shall, upon request, provide a copy thereof to any person that was a shareholder of the Company immediately prior to the Merger. In consequence of the approval of the Merger by the Shareholders, (i) such Shareholders shall be considered to have requested that the FIRPTA Form be delivered to the Surviving Corporation as their agent and (ii) the Surviving Corporation shall be considered to have received a copy of the FIRPTA Form at the request of the DBA shareholders for purposes of satisfying the Surviving Corporation's obligations under Treasury Regulation Section 1.1445-2(c)(3). The Surviving Corporation shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).

4.6 Legal Requirements. Subject to the terms and conditions provided in this Agreement, each of the parties hereto shall use its reasonable best efforts to take promptly, or cause to be taken, all reasonable actions, and to do promptly, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated hereby to obtain all necessary waivers, consents and approvals and to effect all necessary registrations and filings and to remove any injunctions or other impediments or delays, legal or otherwise, in order to consummate and make effective the transactions contemplated by this Agreement for the purpose of securing to the parties hereto the benefits contemplated by this Agreement; provided that Parent shall not be required to agree to any divestiture by Parent or the Company or any of Parent's subsidiaries or affiliates of shares of capital stock or of any business, assets or property of Parent or its subsidiaries or affiliates or the Company or its affiliates, or the imposition of any material limitation on the ability of any of them to conduct their businesses or to own or exercise control of such assets, properties and stock.

4.7 Additional Documents and Further Assurances. Each party hereto, at the request of another party hereto, shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or

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desirable for effecting completely the consummation of this Agreement and the transactions contemplated hereby.

4.8 Board of Directors of Parent. The Parent shall cause Paul Goldner to be elected to the Board of Directors of Parent for the period beginning on the Closing and ended at the annual meeting of the shareholders of the Parent to take place in the second fiscal quarter of 1999. If at any time thereafter Paul Goldner is not reelected to the Board (except through his own decision not to stand for reelection), the Registration Rights and Stock Restriction Agreement will provide that the restrictions on transfer set forth in Section 2(c) thereof will no longer be applicable.

4.9 Parent Stock Options.

(a) A pool of options to purchase up to 190,000 shares of Parent Common Stock (the "Company Option Pool"), shall be granted to Company employees, except for Paul Goldner, immediately following the Effective Time. The exercise price of such options shall be at fair market value at the time of grant. Such option pool shall be allocated to any employees of the Company in such amounts as have been agreed to by the Company and Parent. The options granted pursuant to the Company Option Pool shall vest in accordance with typical vesting periods applicable to options issued by Parent and shall be issued as "incentive stock options" pursuant to Internal Revenue Code Section 422 to the maximum exteht permitted under such section.

(b) An option to purchase 180,000 shares of Parent Common Stock shall be granted to Paul Goldner immediately following the Effective Time with an exercise price equal to the fair market value at the time of grant. Such option shall have the terms set forth in Section 2(e) of Paul Goldner's Employment and Non-Competition Agreement.

4.10 Expenses. Whether or not the Merger is consummated, all fees and expenses incurred in connection with the Merger including, without limitation, all legal, accounting, financial advisory, consulting and all other transaction fees and expenses ("Transaction Expenses") incurred by a party or its stockholders in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby, shall be the obligation of the respective party incurring such fees and expenses, provided, however, that if any Transaction Expenses of the Company, incurred or expected to be incurred in connection with the Merger as described above, are not paid as of the Settlement Date, they will be estimated in good faith by Parent and Paul Goldner and deducted from the net tangible asset value of the Company as reflected in the January 31, 1997 financial statements and will thereby reduce the Final Purchase Price by that amount. If actual Transaction Expenses differ from the estimate, then the Final Purchase Price will be adjusted, and payments made or refunded, accordingly.

4.11 Retirement Benefits. The retirement benefit plans provided by ABI or the Successor Corporation for the benefit of the employees of DBA will be no worse than equivalent to the retirement benefit plans provided by ABI for the

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benefit of its own employees unless, at some point in the future, differences in the business conditions in the different geographic regions justify the development of different plans.

4.12 Parent Trading Window. Parent will prohibit its officers and directors from trading in Parent Common Stock Prior to the Closing.

4.13 Severance of Company Employees. If, within twelve months after the Closing Date, any employee of Parent or Surviving Corporation who was an employee of the Company

on the Closing Date is terminated by Parent or Surviving Corporation without Cause, the terminated employee shall receive a severance payment from Parent or Surviving Corporation equal to one month of base salary for every year of employment with the Company (pro rated for any fractional year worked). For purposes of this Section 4.13, "Cause" is defined as the employee's termination only upon the occurrence of any of the following:

(i) Employee's failure to perform his or her duties to the Company or Surviving Corporation in a satisfactory manner in the judgment of Paul Goldner following notice to the Employee and a reasonable opportunity to improve his or her performance;

(ii) Employee has engaged in willful and material misconduct, in Paul Goldner's judgment, including willful and material failure to perform his or her duties as an officer or employee of the Company or Surviving Corporation or a material breach of the Transaction Agreements and has failed to "cure" such default within thirty (30) days after receipt of written notice of default from the Parent or Surviving Corporation;

(iii) The commission of an act of fraud or embezzlement which results in loss, damage or injury to the Company or Surviving Corporation, whether directly or indirectly;

(iv) Employee's use of narcotics, liquor or illicit drugs that, in Paul Goldner's judgment, has had a detrimental effect on the performance of his or her employment responsibilities;

(v) The arrest, indictment or filing of charges relating to a felony either in the judgment of Paul Goldner in connection with the performance of the employee's obligations to the Company or Surviving Corporation or which in the judgment of Paul Goldner shall adversely affect the employee's ability to perform such obligations;

(vi) Gross negligence, dishonesty, breach of fiduciary duty or material breach of the terms of the Transaction Agreements or any other agreement in favor of the Company or Surviving Corporation; or

(vii) The commission of an act which constitutes unfair competition with the Company, Parent or Surviving Corporation.

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For purposes of this Section 4.13, if Paul Goldner's employment with Parent is terminated due to death or disability, then the relevant terms of this Section 4.13, requiring the judgment of Paul Goldner, shall require the judgment of Al Ambrosino or, if he is no longer an officer of the Surviving Corporation, of Mark Goldner or, in his absence, the President of the Surviving Corporation.

4.14 Limitations of Liability. The liability of the Shareholders under this Agreement for breaches of the representations and warranties contained in this Agreement or for breaches of covenants or agreements to be performed by the Company or the Shareholders before Closing shall not exceed ten percent (10%) of the Final Purchase Price, including payments made from the Escrow Account and payments made directly by the Shareholders. Furthermore, claims for indemnification pursuant to this Agreement must be made within the time limits set forth in Section 6.5(c). However, nothing in this Section 4.14, in Article VI or elsewhere in this Agreement shall limit in any manner (whether by time, amount or otherwise) any remedy at law or in equity to which Parent may be entitled as a result of actual fraud by the Company or Shareholders.

ARTICLE V

CONDITIONS TO THE MERGER

5.1 Conditions to Obligations of Each Party to Effect the Merger. The respective obligations of each party to this Agreement to effect the Merger shall be subject to the satisfaction at or prior to the Effective Time of the following conditions:

(a) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger shall be in effect, nor shall any proceeding brought by an administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, seeking any of the foregoing be pending; nor shall there be any action taken, or any statute, rule, regulation or order enacted, entered, enforced or deemed applicable to the Merger, which makes the consummation of the Merger illegal.

(b) Registration Rights and Stock Restriction Agreements. The Registration Rights and Stock Restriction Agreement described in Section 4.1 shall have been duly executed and delivered by all parties thereto and shall be in full force and effect.

(c) Non-Competition and Employment and Non-Competition Agreements. The Non-Competition Agreements and the Employment and Non-Competition Agreements described in Section 4.2 shall have been duly executed and delivered by all parties thereto and shall be in full force and effect.

(d) Government Approvals. The pre-merger notification period for the

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HSR Act shall have expired or terminated and each of Parent and Company shall have obtained all other consents and approvals required from governmental authorities for the consummation of the

transactions contemplated by this Agreement.

5.2 Additional Conditions to Obligations of Company. The obligations of the Company to consummate and effect this Agreement and the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Effective Time of each of the following conditions, any of which may be waived, in writing, exclusively by the Company:

(a) Representations, Warranties and Covenants. The representations and warranties of Parent and Merger Sub in this Agreement shall be true and correct on and as of the Effective Time as though such representations and warranties were made on and as of such time, and each of Parent and Merger Sub shall have performed and complied in all material respects with all covenants, obligations and conditions of this Agreement required to be performed and complied with by them as of the Effective Time.

(b) Certificate of Parent. The Company shall have been provided with a certificate executed on behalf of Parent by an Officer to the effect that, as of the Effective Time:

(i) all representations and warranties made by Parent and Merger Sub under this Agreement are true and complete; and

(ii) all covenants, obligations and conditions of this Agreement to be performed by the Parent and Merger Sub on or before such date have been so performed.

(c) Legal Opinion. The Company shall have received a legal opinion from Wilson Sonsini Goodrich & Rosati, legal counsel to Parent and Merger Sub, substantially in the form of Exhibit E hereto.

5.3 Additional Conditions to the Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to consummate and effect this Agreement and the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Effective Time of each of the following conditions, any of which may be waived, in writing, exclusively by Parent:

(a) Representations, Warranties and Covenants. The representations and warranties of the Company and the Shareholders in this Agreement shall be true and correct in all material respects on and as of the Effective Time as though such representations and warranties were made on and as of such time, and the Company and the Shareholders shall have performed and complied in all material respects with all covenants, obligations and conditions of this Agreement required to be performed and complied with by them as of the Effective Time.

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(b) Certificate of the Company. Parent shall have been provided with a certificate executed on behalf of the Company by its Chief Executive Officer to the effect that, as of the Effective Time:

(i) all representations and warranties made by the Company in this

Agreement are true and correct; and

(ii) all covenants, obligations and conditions of this Agreement to be performed by the Company and the Shareholders on or before such date have been so performed.

(c) Legal Opinion. Parent shall have received a legal opinion from Sokol, Behot, Fiorenzo, legal counsel to the Company, substantially in the form of Exhibit F hereto.

(d) Litigation. There shall be no action, suit, claim or proceeding of any nature pending, or overtly threatened, against Parent, Merger Sub or the Company, their respective properties or any of their officers or directors, arising out of, or in any way connected with, the Merger or the other transactions contemplated by the terms of this Agreement.

(e) Employment Termination Agreement. Al Ambrosino, Ed Burnett, Charles Frigon and Michael Frost shall have executed Employment Termination Agreements as described in Section 1.4(h) hereof.

ARTICLE VI

SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

6.1 Indemnification by the Shareholders.

(a) If the Closing has occurred, subject to the terms and conditions of this Article VI, the Shareholders shall indemnify the Surviving Corporation and Parent, and their respective officers, directors, agents and representatives (the "Indemnitees"), from and in respect of, and hold the Indemnitees harmless against, any and all damages, fines, penalties, losses, liabilities, excise and other taxes, judgments and deficiencies (including without limitation amounts paid in settlement and interest but excluding legal and accounting fees), offset or reduced by the amount of any insurance proceeds received by Parent or the Surviving Corporation in respect of any of the foregoing, incurred or suffered by any of the Indemnitees ("Damages") resulting from, relating to or in connection with

(i) any misrepresentation or breach of warranty of the Company or the Shareholders contained in this Agreement (disregarding, for purposes of determining the existence of a misrepresentation or breach of warranty under this Section 6.1(a), any requirement in a representation or warranty that an

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event or fact be material, meet a certain minimum dollar threshold or have a Material Adverse Effect, in order for such event or fact to constitute a misrepresentation or breach of warranty, other than for the representations and warranties in Section 2.1, 2.5, 2.6, 2.7 and 2.8, for which the dollar limits and materiality qualifications will apply),

(ii) any failure of the Company or Shareholders to perform any covenant or agreement contained in this Agreement and required to be performed prior to Closing,

(iii) the ESOP, and

(iv) any claims by the employees who enter Employment Termination Agreements relating to either the Pre-Merger Employment Agreements or the Employment Termination Agreements, other than a failure of the Company to make payments on the notes issued pursuant to the Employment Termination Agreements, provided that the Shareholders' indemnification obligation shall include any claims by such employees relating to the Company's audited financial statements for the year ended January 31, 1997 or the determination of the Final Purchase Price.

(b) To secure the indemnification obligations of the Shareholders to the Indemnitees, the Escrow Shares and Escrow Cash will be deposited into escrow with the Escrow Agent in accordance with Section 1.4 hereof and the Escrow Agreement. The Escrow Shares shall not be assignable or transferable.

(c) As a term of the Merger, the Shareholders acknowledge that their indemnification obligations hereunder are solely in their capacity as former shareholders of the Company, and, accordingly, the indemnification obligations in this Article VI shall not entitle any current or former officer, director or employee of the Company to any indemnification from the Company pursuant to the Restated Articles of Incorporation, Amended By-laws or any agreement with the Company.

(d) To the extent the Trustees of the Paul A. Goldner Retained Annuity Trust and the Trustees of the Database America Companies Retirement Trust incur any liability as Shareholders for damages resulting from breaches of representations and warranties made by the Company or Shareholders in this Agreement or from a failure of a Shareholder or the Company to perform or comply with any covenant made by Shareholder or the Company in this Agreement, such liability shall be secured by and enforceable against the assets of the respective trusts (or against the beneficiaries to the extent trust assets have been distributed) but not by or against the trustees as individuals or their individual assets.

6.2 Method of Asserting Claims.

(a) Prior to the first anniversary of the Effective Time or within thirty (30) days after the lapse of the relevant statute of limitations pursuant to Section 6.4 hereof, each Indemnitee shall give written notice (the "Claim

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Notice") to the Escrow Agent and the Representative, as agent for the Shareholders, of any and all claims or events known to it which gives rise or may give rise to a claim for indemnification hereunder by the Indemnitee against the Shareholders (an "Indemnifiable Claim"). The Claim Notice shall specify the nature and estimated amount of such Damages (the "Claimed Amount"). In the case of any claim for

indemnification hereunder arising out of a claim, action, suit or proceeding brought by any Person who is not a party to this Agreement (a "Third-Party Claim"), prior to the first anniversary of the Effective Time or within thirty (30) days after the lapse of the relevant statute of limitations pursuant to Section 6.4 hereof, the Indemnitee also shall give the Representative, as agent for the Shareholders, copies of any written claims, process or legal pleadings with respect to such Third-Party Claim.

(b) Within forty-five (45) days after delivery of a Claim Notice, the Representative shall notify the Parent and the Escrow Agent in writing of his objections, if any, to the Claim. Payments from the Escrow Account shall be made, and disputes shall be resolved, as set forth in the Escrow Agreement.

6.3 Third Party Claims.

(a) Except as otherwise provided in paragraph (c) below, the Representative, as agent for the Shareholders, may elect to compromise or defend, at the Shareholders' own expense and by the Shareholders' own counsel reasonably satisfactory to the Indemnitee, any Third-Party Claim; provided that (i) the Representative provides the Indemnitee with reasonable evidence that the Shareholders will have the financial resources to defend against such claim and fulfill their indemnification obligations hereunder; and (ii) the giving of a Defense Notice (as defined below) by the Representative shall constitute an acknowledgment by the Shareholders of their obligation to indemnify the Indemnitee with respect to such Third-Party Claim in accordance with the terms of this Article VII. If the Representative, as agent for the Shareholders, elects to compromise or defend a Third-Party Claim, the Representative shall, within thirty (30) days of its receipt of the notice provided pursuant to Section 6.2(a) hereof (or sooner, if the nature of such Third-Party Claim so requires), notify the related Indemnitee of its intent to do so (a "Defense Notice"), and such Indemnitee shall reasonably cooperate in the compromise of, or defense against, such Third-Party Claim. The Shareholders shall be responsible for the payment of such Indemnitee's actual out-of-pocket expenses (other than legal and accounting fees) incurred in connection with such cooperation, and such expenses shall constitute Damages incurred or suffered by Parent within the mevning of Section 6.1(a) hereof. After notice from the Representative, as agent for the Shareholders, to an Indemnitee of its election to assume the defense of a Third-Party Claim, the Shareholders shall not be liable to such Indemnitee under this Article VI for any legal expenses subsequently incurred by such Indemnitee in connection with the defense thereof. If the Representative, as agent for the Shareholders, elects not to compromise or defend against a Third-Party Claim, or fails to notify an Indemnitee of its election as provided in this Section 6.3, such Indemnitee may pay, compromise or

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defend such Third-Party Claim on behalf of and for the account and risk of the Shareholders (and any amount paid or expenses incurred in connection therewith shall constitute Damages incurred or suffered by Parent within the meaning of Section 6.1(a) hereof). The Representative may not consent to entry of any judgment or enter into any settlement without the written consent of each related Indemnitee

(which consent shall not be unreasonably withheld), unless such judgment or settlement provides solely for money damages or other money payments for which such Indemnitee is entitled to indemnification hereunder and includes as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnitee of a release from all liability in respect of such Third-Party Claim.

(b) In respect of any claim, action, suit or proceeding brought by a taxing authority in respect of Taxes for which the Shareholders may be required to indemnify the Parent and/or the Surviving Corporation (a "Tax Claim"), the Representative, as agent for the Shareholders, shall have the sole right to control any Tax Claim, provided, however, that the Representative shall provide the Indemnitee with copies of all correspondence with any taxing authority in connection with any such Tax Claim and shall keep the Indemnitee reasonably informed of all progress with such taxing authority, and provided further that the Representative shall consult with the Indemnitee in good faith in contesting any proposed adjustment and shall consider any reasonable advice from the Indemnitee concerning such Tax Claim so long as the Representative, as agent for the Shareholders, shall (subject to the immediately following sentence) ultimately be entitled to control any such Tax Claim concerning any indemnity obligation of the Shareholders. The Representative shall not be entitled to compromise or settle any Tax liability of the Company for any Pre-Closing Period that would have the effect of materially decreasing the Company's deductions for credits or materially increasing the Company's taxable income for any taxable year or period subsequent to the Pre-Closing Period without the prior written consent of Parent, which consent shall not be unreasonably withheld. Parent and Merger Sub will cooperate fully with Representative in defending any Tax Claim.

(c) If there is a reasonable likelihood that a Third-Party Claim may have a material adverse effect on an Indemnitee, other than as a result of money damages or other money payments for which such Indemnitee is entitled to indemnification hereunder, such Indemnitee will have the right, after consultation with the Representative, and at the cost and expense of the Shareholders (which costs and expenses, other than legal and accounting fees, shall constitute Damages within the meaning of Section 6.1(a) hereof to the extent provided therein), to defend such Third-Party Claim. If the Third-Party Claim involves a third party with whom Parent or the Surviving Corporation has a significant on-going or prospective relationship, the Indemnitee will have the right, after consultation with the Representative, and at the cost and expense of the Shareholders (which costs and expenses, other than legal and accounting fees, shall constitute Damages within the meaning of Section 6.1(a) hereof to the extent provided therein), to defend such Third-Party Claim; provided that the Shareholders shall not be obligated to pay Damages to the extent it is determined (by agreement between the Representative and Indemnitees or by

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arbitration or court judgment) that the Third-Party Claim was settled on terms that were not fair and reasonable to the Indemnitors.

6.4 Survival. The representations and warranties of the Company set forth in this Agreement shall survive the Closing and shall continue until one (1) year after the Effective

Time; provided however, that the representations and warranties in Section 2.9 and Section 2.22 hereof shall survive until the expiration of the relevant statutes of limitations. This Section 6.4 shall not limit any covenant or agreement of the parties which by its terms contemplates performance after the Closing or Effective Time. The representations and warranties shall not be affected by any examination made for or on behalf of Parent or the knowledge of any of Parent's officers, directors, stockholders, employees or agents, except that the representations and warranties are qualified by the matters disclosed in the Company Disclosure Letter and the matters set forth in the agreements listed in the Company Disclosure Letter and provided to Parent's representatives, and Parent is agreed to have knowledge of such matters. Notwithstanding anything to the contrary herein, if a claim for indemnification is made before the expiration of the periods of survival set forth above in this Section 6.4, then (notwithstanding the expiration of such time period) the representation or warranty applicable to such claim shall survive until, but only for purposes of, the resolution of such claim. Neither the Parent nor the Surviving Corporation shall grant any extensions to the statute of limitations without the written consent of the Shareholders.

6.5 Limitations

(a) There shall be indemnity "baskets" for claims under Section 6.1(a)(i), (ii) and (iii), but not for claims under Section 6.1(a)(iv). Except as otherwise expressly provided herein (including, without limitation, Section 6.5(b)), the Shareholders shall not be liable under this Article VI unless and until the aggregate amount of Damages incurred or suffered by Indemnitees (other than Damages pursuant to Section 6.1(a)(iv)) exceeds $100,000, (at which point the Shareholders shall become liable for the entire amount of such Damages in excess of $50,000). For purposes of the preceding sentence, no independent claims of less than $1,000 may be made; provided however, that all claims arising out of a common set of facts shall be aggregated for purposes of determining whether the $1,000 threshold has been met.

(b) The Shareholders' liability under this Article VI (including amounts paid to Parent from the Escrow Account, exclusive of interest) shall not exceed the limit set forth in Section 4.14. The Shareholders shall only be liable for Damages pursuant to Section 6.1(a)(iii) to the extent such Damages exceed $550,000. There shall be no minimum limit or "Basket" for Damages pursuant to Section 6.1(a)(iv).

(c) No claim for indemnification pursuant to Section 6.1 shall be made unless asserted by a written notice given to the Representative on or before one (1) year from the Effective Time except that notice of claims for

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indemnification relating to breaches of the representations and warranties in Section 2.9 (Tax and Other Returns and Reports) and Section 2.22 (Employee Benefit Plans and Compensation) and claims for indemnification pursuant to Sections 6.1(a)(iii) and 6.1(a)(iv) may be made at any time prior to thirty (30) days after the expiration of the relevant statute of limitation.

(d) All Damages arising with respect to the representations made in Section 2.22 or included within the scope of Section 6.1(a)(iii) shall be solely the liability of, and charged to, Shareholders other than the Trustees of the Database America Companies Retirement Trust or to the portion of the Escrow Account allocable to such Shareholders. In the event the Pro Rata Interests (as defined in the Escrow Agreement and set forth in Schedule 1 of the Escrow Agreement) change as a result of this Section 6.5(d), the Representative shall notify and instruct the Escrow Agent to change the Pro Rata Interests and amend Schedule 1 pursuant to Section 1(e) of the Escrow Agreement.

6.6 Claims Brought After One Year. Pursuant to Section 6.5(c), certain claims for indemnification may be brought more than one year after the Effective Time. The Indemnitees shall give notice of any such claim to the Representative, and the Representative shall respond, as set forth in Section 6.2, except that no communications need be made to the Escrow Agent if the Escrow Account has been fully disbursed. Any disputes shall be settled by arbitration in the manner set forth in Section 3(g) of the Escrow Agreement. Damages shall be paid within ten (10) days after the amount is determined by agreement or by arbitrator's decision. Except as provided in Section 6.1(d) and 6.5(d) above, the Trustees (and the beneficiaries of the ESOP Trust, if disbursed) shall be severally liable for the Trustee's Pro Rata Interest (as defined in the Escrow Agreement) of any such Damages. The other Shareholders shall be jointly and severally liable for any such Damages.

6.7 The Representative.

(a) The Company and the Shareholders hereby authorize, direct and appoint Paul Goldner to act as sole and exclusive agent, attorney-in-fact and representative of the Shareholders (the "Representative"), and authorizes and directs the Representative to (i) take any and all actions (including without limitation executing and delivering any documents, incurring any costs and expenses for the account of the Shareholders (which will constitute Damages incurred or suffered by Parent within the meaning of Section 6.1(a) hereof) and making any and all determinations) which may be required or permitted by this Agreement or the Escrow Agreement to be taken by the Shareholders or the Representative, (ii) exercise such other rights, power and authority as are authorized, delegated and granted to the Representative hereunder and under the Escrow Agreement in connection with the transactions contemplated hereby and thereby and (iii) exercise such rights, power and authority as are incidental to the foregoing. Any such actions taken, exercises of rights, power or authority, and any decision or determination made by the Representative consistent therewith, shall be absolutely and irrevocably binding on each Indemnitor as if such Indemnitor personally had taken such action, exercised such rights, power or authority or made such decision or determination in such Indemnitor's

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individual capacity. Notwithstanding any other provision of this Agreement, if the Closing occurs, then with respect to the matters covered by Article VI, (i) each of the Shareholders irrevocably relinquishes such Shareholders' right to act independently and other than through the Representative, except with respect to the removal of the Representative or appointment of a successor Representative

as provided in Section 6.7(b) below, and (ii) no Shareholders shall have any right under this Agreement or otherwise to institute any suit, action or proceeding against the Company, Parent or the Escrow Agent with respect to any such matter, any such right being irrevocably and exclusively delegated to the Representative. The Representative hereby acknowledges and accepts the foregoing authorization and appointment and agrees to serve as the Representative in accordance with this Agreement and the Escrow Agreement.

(b) The Representative shall serve as Representative until his resignation, removal from office, incapacity or death; provided, however, that the Representative shall not have the right to resign without (A) prior written notice to the Shareholders and (B) picking a successor reasonably satisfactory to Parent to serve until a successor thereto is elected by the Shareholders. The Representative may be removed at any time, and a successor representative, reasonably satisfactory to Parent, may be appointed, pursuant to written action by Shareholders who, immediately prior to the Effective Time, held shares of Company Common Stock constituting 66 2/3% or more of all such shares then outstanding. Any successor to the Representative shall, for purposes of this Agreement and the Escrow Agreement, be deemed to be, from the time of the appointment thereof in accordance with the terms hereof, the Representative, and from and after such time, the term "Representative" as used herein and therein shall be deemed to refer to such successor. No appointment of a successor shall be effective unless such successor agrees in writing to be bound by the terms of this Agreement, the Registration Rights and Stock Restriction Agreement and the Escrow Agreement.

(c) The Representative shall be permitted to retain counsel, consultants and other advisors and shall promptly notify Parent after retaining any such person.

(d) The provisions of this Section 6.7 shall in no way impose any obligations on Parent (other than those set forth in paragraph (c) above). In particular, notwithstanding any notice received by Parent to the contrary (except any notice of the appointment of a successor Representative approved by Parent in accordance with paragraph (b) of this Section 6.7), Parent (i) shall be fully protected in relying upon and shall be entitled to rely upon, shall have no liability to the Shareholders with respect to, and shall be indemnified by the Shareholders from and against all liability arising out of (any such indemnifiable amounts constituting Damages within the meaning of Section 6.1(a) hereof) actions, decisions and determinations of the Representative and (ii) shall be entitled to assume that all actions, decisions and determinations of the Representative are fully authorized by the Shareholders.

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(e) The Representative shall not be liable to the Shareholders for the performance of any act or the failure to act so long as he acted or failed to act in good faith in what he reasonably believed to be the scope of his authority and for a purpose which he reasonably believed to be in the best interests of the Shareholders.

6.8 Indemnification by the Parent.

(a) Indemnity. If the Closing has occurred, subject to the terms and conditions of this Section 6.8, Parent shall indemnify the Shareholders from and in respect of all, and hold the Shareholders harmless against, any and all damages, fines, penalties, losses, liabilities, judgments and deficiencies (including without limitation amounts paid in settlement and interest) ("Shareholder Damages") resulting from, relating to or in connection with any misrepresentation or breach of warranty of the Parent or Merger Sub contained in this Agreement or any failure of Parent or Merger Sub to perform any covenant or agreement contained in this Agreement and required to be performed before Closing.

(b) Survival. The representations and warranties of Parent and Merger Sub set forth in this Agreement shall survive the Closing and shall continue until one (1) year after the Effective Time. The representations and warranties shall not be affected by any examination made for or on behalf of the Company or Shareholders or the knowledge of any of the Company's officers, directors, stockholders, employees or agents. Notwithstanding anything to the contrary herein, if a claim for indemnification is made before the expiration of the periods of survival set forth above in this Section 6.8, then (notwithstanding the expiration of such time period) the representation or warranty applicable to such claim shall survive until, but only for purposes of, the resolution of such claim. This Section 6.8 shall not limit any covenant or agreement of the parties which by its terms contemplates performance after the Closing or Effective Time.

(c) Limitations. Except as otherwise expressly provided herein or in Section 1.4(i), Parent and Merger Sub shall not be liable under this Section 6.8 unless and until the aggregate amount of Shareholder Damages incurred or suffered by the Shareholders exceeds $100,000, (at which point Parent and Merger Sub shall become liable for the entire amount of Shareholder Damages in excess of $50,000). Furthermore, the liability of Parent and Merger Sub under this Section 6.8 shall not exceed ten percent (10%) of the Final Purchase Price. Nothing in this Section 6.8 shall limit, in any manner (whether by time, amount, procedure or otherwise) any remedy at law or in equity to which the Shareholders may be entitled as a result of actual fraud by Parent or Merger Sub. No claim for indemnification pursuant to Section 6.8 shall be made unless asserted by a written notice given to Parent on or before one (1) year from the Effective Time.

ARTICLE VII

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AMENDMENT AND WAIVER

7.1 Amendment. Except as is otherwise required by applicable law, this Agreement may be amended by the parties hereto at any time by execution of an instrument in writing signed on behalf of each of the parties hereto.

7.2 Extension; Waiver. At any time prior to the Effective Time, Parent and Merger

Sub, on the one hand, and the Company, on the other, may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations of the other party hereto, (ii) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto, and (iii) waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

ARTICLE VIII

DEFINITIONS

For purposes of this Agreement, each of the following terms is defined in the Section of this Agreement indicated below:

DEFINED TERM:

SECTION:

"Accounts Receivable"
2.17(a)

"Affiliate"
2.22(a)(i)

"Audited Balance Sheet"
2.6

"Brokered Lists"
1.4(b)

"Cash Portion"

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1.4(d)

"Cause"
4.13

"Certificates of Merger"
1.2

"Claim Notice"
6.2(a)

"Claimed Amount"
6.2(a)

"Closing"
1.2

"Closing Date"
1.2

"Code"
Recitals

"Commercial Software"
2.12(a)

"Common Stock"
2.2(a)

"Company"
2.3

"Company Authorizations"
2.15

"Company Common Stock"
Recitals

"Company Disclosure Letter"

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2.0

"Company Employee Plan"
2.22(a)(iii)

"Company Intellectual Property Rights"
2.12(a)

"Company Option Pool"
4.9

"Company Warrants"
2.2(b)

"Conflict"
2.5

"Contract"
2.13

"Damages"
6.1(a)

"Defense Notice"
6.3(a)

"DOL"
2.22(c)

"Effective Time"
1.2

"Employee"

2.22(a)(iv)

"Employee Agreement"
2.22(a)(v)

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"Employee Payments"
4.10

"Employment and Non-Competition Agreements"
4.2

"Employment Termination Agreements"
1.4(h)

"Equipment"
2.11(c)

"ERISA"
2.22(a)(ii)

"Escrow Agent"
1.2

"Escrow Agreement"
1.2

"Escrow Cash"
1.4(e)

"Escrow Shares"
1.4(e)

"ESOP"
2.22(a)(iii)

"ESOP Trust"
1.4(e)

"Exchange Act"
3.4

"Final Purchase Price"

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1.4(b)

"Financial Statements"
2.6

"Founders"
Recitals

"GAAP"
1.4(b)

"Governmental Entity"
2.5

"Hazardous Material"
2.20(a)

"HSR Act"
2.5

"Indemnitees"
6.1(a)

"Indemnifiable Claim"
6.2(a)

"IRS"
2.22(a)(vi)

"Liens"
2.9(b)(vii)

"Material Adverse Effect"
2.1

"Merger"
Recitals

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"Merger Sub"
Recitals

"Multiemployer Plan"
2.22(a)(vii)

"Non-Competition Agreement"
4.2

"Parent"
Recitals

"Parent Common Stock"
Recitals

"Parent Financial Statements"
3.4

"Parent Stock Price"
1.4(d)

"Pension Plan"

2.22(a)(viii)

"Permits"
2.25

"Preliminary Purchase Price
1.4(c)

"Pre-Merger Employment Agreements"
1.4(h)

"Prior Subsidiaries"
2.3

"Registration Rights and Stock Restriction Agreement"

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3.5

"Representative"
6.7(a)

"Returns"
2.9(b)(i)

"SEC"
3.4

"SEC Documents"
3.4

"Settlement"
1.4(b)

"Settlement Date"
1.4(b)

"Shareholders"
Recitals

"Shareholder Damages"
6.8(a)

"Stock Portion"
1.4(d)

"Subsidiaries"
2.3

"Surviving Corporation"
1.1

"Tax" or "Taxes"
2.9(a)

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"Tax Claim"
6.3(b)

"Tax Exempt Use Property"
2.9(b)(ix)

"Third-Party Claims"
6.2(a)

"Transaction Agreements"
2.5

"Transaction Expenses"
4.11

"Trustees"
Recitals

"Unaudited Balance Sheet"
2.6

"United States real property holding corporation"
2.9(b)(xiii)

ARTICLE IX

GENERAL PROVISIONS

9.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with acknowledgment of complete transmission) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Parent or Merger Sub, to: American Business Information, Inc.
5711 S. 86th Circle
Omaha, NE 68127
Facsimile No.: (402) 339-0265
Attention: Chairman

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with a copy to: Wilson Sonsini Goodrich & Rosati, P.C.
650 Page Mill Road
Palo Alto, CA 94304-1050
Attention: Francis S. Currie, Esq.
Facsimile No.: (415) 493-6811

(b) if to the Company, to: DBA Holdings, Inc.
100 Paragon Drive
Montvale, NJ 07645-0416
Attention: Paul Goldner
Facsimile No.: (201) 476-2403

with a copy to: Sokol, Behot, Fiorenzo
433 Hackensack Avenue
Hackensack, NJ 07601

Attention: Leon Sokol
Facsimile No.: (201) 488-6541

(c) if to the Escrow Agent, to: First Union National Bank of North Carolina
230 South Tryon Street, 9th Floor
Charlotte, NC 28288-1179
Attention: Shannon Stahel, Trust Officer
Facsimile No.: (704) 383-7316

9.2 Interpretation. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.3 Counterparts. This Agreement 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 party, it being understood that all parties need not sign the same counterpart.

9.4 Entire Agreement; Assignment. This Agreement, the Company Disclosure Letter, the schedules and Exhibits hereto, and the documents and instruments and other agreements among the parties hereto referenced herein: (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof except for the Confidentiality Agreements, which shall remain in full force and effect in accordance with their respective terms; (b) are not intended to confer upon any other person any rights or remedies hereunder except that the Representative and the Escrow Agent shall have the express rights articulated in Articles VII and VIII hereof and in the Escrow Agreement and the holders of Company Common Stock shall be entitled to enforce Parent's obligation, if any, under Exhibit A

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hereto; and (c) shall not be assigned by operation of law or otherwise except as otherwise specifically provided, except that Parent and Merger Sub may assign their respective rights and delegate their respective obligations hereunder to their respective affiliates.

9.5 Severability. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto so long as consideration of the Agreement is not materially affected for any party hereof. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

9.6 Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

9.7 Governing Law. This Agreement shall be governed by and 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. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any court within the State of Delaware, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process.

9.8 Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

IN WITNESS WHEREOF, Parent, Merger Sub, the Shareholders and the Company have caused this Agreement to be signed by their duly authorized respective officers, all as of the date first written above.

COMPANY	PARENT
By	By
Paul A. Goldner President and CEO	Vinod Gupta President and CEO

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MERGER SUB

By

Vinod Gupta
President and CEO

SHAREHOLDERS

Shareholder	Percentage Pro Rata Share
Paul A. Goldner, individually	65.0674%
Trustees of the Paul A. Goldner Retained Annuity Trust	24.9326%

By:
Mark Goldner
Its: Trustee

By:
Helene Hordes
Its: Trustee

Trustees of the Database America Companies Retirement Trust	10%

By:
Paul A. Goldner
Its: Trustee

By:
Jeffrey Brenner
Its: Trustee

REPRESENTATIVE

Paul A. Goldner

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EXHIBIT A

CERTIFICATES OF MERGER

EXHIBIT B

ESCROW AGREEMENT

EXHIBIT C

FORM OF EMPLOYMENT TERMINATION AGREEMENT

EXHIBIT D

FORM OF REGISTRATION RIGHTS AND STOCK RESTRICTION AGREEMENT

EXHIBIT E

LEGAL OPINION OF COUNSEL TO PARENT AND MERGER SUB

EXHIBIT F

LEGAL OPINION OF COUNSEL TO THE COMPANY

COMPANY DISCLOSURE LETTER

AGREEMENT AND PLAN OF REORGANIZATION

BY AND AMONG

AMERICAN BUSINESS INFORMATION, INC.
a Delaware corporation,

INFO USA, INC.,
a Delaware corporation,

DBA HOLDINGS, INC.,
a New Jersey corporation,

PAUL GOLDNER,
individually,

MARK GOLDNER and HELENE HORDES as
TRUSTEES OF THE PAUL A. GOLDNER RETAINED

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ANNUITY TRUST

AND

TRUSTEES OF THE
DATABASE AMERICA COMPANIES RETIREMENT TRUST

Dated as of February 11, 1997

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CERTIFICATE OF MERGER
OF
DBA Holdings, Inc.
INTO
info USA, Inc.

(UNDER SECTION 252 OF THE GENERAL
CORPORATION LAW OF THE STATE OF DELAWARE)

info USA, Inc. hereby certifies that:

(1) The name and state of incorporation of each of the consituent corporations are:

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(a) DBA Holdings, Inc. a New Jersey corporation; and
(b) info USA , Inc. a Delaware corporation.

(2) An agreement of merger has been approved, adopted, certified, executed and acknowledged by DBA Holdings, Inc. and by info USA, Inc. in accordance with the provisions of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware.

(3) The name of the surviving corporation is info USA, Inc.

(4) The certificate of incorporation of info USA, Inc. shall be the certificate of incorporation of the surviving corporation.

(5) The surviving corporation is a corporation of the State of Delaware.

(6) The executed agreement of merger is on file at the principal place of business of info USA, Inc. at 100 Paragon Drive, Montvale, NJ 07645-0416. .

(7) A copy of the agreement of merger will be furnished by info USA, Inc. on request and without cost, to any stockholder of DBA Holdings, Inc. or info USA, Inc.

(8) The authorized capital stock of DBA Holdings, Inc. is 2,000 shares of Class A Voting Common Stock, no par value and 20,000 shares of Class B Non-Voting Common Stock, no par value.

IN WITNESS WHEREOF, info USA, Inc. has caused this certificate to be signed by Vinod Gupta, its authorized officers, on the ____ day of February , 1997
info USA, Inc.

----------------------	------------------------
BY: Jon Wellman	BY: Vinod Gupta
TITLE: Secretary	TITLE: President

CERTIFICATE OF MERGER

OF

DBA HOLDINGS, INC.

INTO

info USA, INC.

To: The Secretary of State
State of New Jersey

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Pursuant to the provisions of Section 14A:10-7 Corporations, General, of the New Jersey Statutes, the undersigned corporations hereby execute the following Certificate of Merger.

ARTICLE ONE

The names of the corporations proposing to merge and the names of the states under the laws of which such corporations are organized, are as follows:

Name of Corporation:	State of Incorporation:
info USA, Inc.	Delaware
DBA Holdings, Inc.	New Jersey

ARTICLE TWO

The laws of Delaware, the state under which such foreign corporation is organized, permit such merger. The applicable provisions of the laws of Delaware have been, or upon compliance with filing and recording requirements will have been, complied with.

ARTICLE THREE

The surviving corporation shall be info USA, Inc. and it shall be governed by the laws of the State of Delaware.

ARTICLE FOUR

On February __, 1997, the following plan of merger attached as Exhibit A was approved by the directors of the undersigned domestic corporation in the manner prescribed by the New Jersey Business Corporation Act, and on February __, 1997 the following plan of merger was approved by the undersigned foreign corporation in the manner prescribed by the laws of the State under which it is organized.

ARTICLE FIVE

As to each corporation whose shareholders are entitled to vote, the number of shares entitled to vote thereon, and if the shares of any class or series are entitled to vote thereon as a class, the designation and number of shares of each such class or series, is as follows:

Name of Corporation

Total Number of
Shares Entitled to
Vote

Designation of

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Class or Series
Entitled to Vote as
a Class (if any)

Number of Shares
of Such Class or
Series (if any)

info USA, Inc.
1,000
Common Stock
1,000

DBA Holdings, Inc.
1,000
Class A Voting
Common Stock
1,000

ARTICLE SIX

As to each corporation whose shareholders are entitled to vote, the number of shares that voted for and against the merger respectively, and the number of shares of any class or series entitled to vote as a class that voted for and against the merger are:

Name of
Corporation
Total Shares
Voted For

Total Shares
Voted Against

Class

Shares
Voted For
Shares
Voted Against

info USA, Inc.

1,000

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0

Common Stock

1,000

0

DBA Holdings, Inc.	1,000	0	Class A Voting Common Stock	1,000	0

The vote of the shareholders of each corporation was held on February 11, 1996.

ARTICLE SEVEN

info USA, Inc., the surviving corporation to this merger, hereby agrees that if it is to transact business in the State of New Jersey, it shall comply with the provisions of the Business Corporation Act of New Jersey, with respect to foreign corporations, and whether or not it is to transact business in New Jersey, agrees that:

1. It may be served with process in the State of New Jersey in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of New

Jersey or any foreign corporation, previously amenable to suit in New Jersey, which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of New Jersey against the surviving corporation; and,

2. The Secretary of State of the State of New Jersey shall be and hereby is irrevocably appointed as the agent of the surviving corporation to accept service of process in any such proceeding; the post office address to which the service of process in any such proceeding shall be mailed is 100 Paragon Drive, Montvale, NJ 07645-0416.

3. The surviving corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of New Jersey which is a party the merger the amount, if any to which they shall be entitled under the provisions of the New Jersey Business Corporation Act with respect to the rights of dissenting shareholders.

IN WITNESS WHEREOF each of the undersigned corporations has caused this

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Certificate of Merger to be executed in its name by its President or Chairman of the Board as of the __ day of February, 1997.

info USA, Inc.

By:

Title:

DBA Holdings, Inc.

By:

Title:

By:

Title:

AMERICAN BUSINESS INFORMATION, INC.

REGISTRATION RIGHTS AND STOCK RESTRICTION AGREEMENT

This Registration Rights Agreement (the "Agreement") is made effective as of February 11, 1997 (the "Effective Date"), by and among American Business Information, Inc., a Delaware corporation (the "Company"), and the individuals and entities set forth on Schedule A hereto (the "Shareholders").

RECITALS

A. The Company and the Shareholders are parties to the Agreement and Plan of Reorganization dated as of February __, 1997 (together with the exhibits and schedules thereto, the "Merger Agreement,") and related agreements (collectively with the Merger Agreement, the "Transaction Agreements") pursuant to which DBA Holdings, Inc., a New Jersey corporation, is merging with and into a wholly-owned subsidiary of the Company.

B. As partial consideration for such acquisition, the Shareholders will receive shares of Common Stock, $.001 par value, of the Company (the "Shares"), subject to certain escrow and other arrangements set forth in the Transaction Agreements.

All capitalized terms not defined herein shall have the meanings set forth in the Merger Agreement, unless otherwise referred to another agreement.

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AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, all parties hereto agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"Black-Out Period" means any period during which executive officers and directors of the Company are generally prohibited from engaging in trades in the Company's securities pursuant to the Company's Insider Trading Policy, including, without limitation, black-out periods for management related to quarterly reports of financial results of the Company.

"Commission" means the Securities and Exchange Commission or any other Federal agency at the time administering the Securities Act.

"Effective Time" shall mean the date on which the Merger becomes effective under the laws of New Jersey and Delaware.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any similar Federal rule or statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Family Transfer" means a transfer to a spouse, lineal descendent, or a trust for the benefit of transferor, spouse or lineal descendent, provided that in the case of each such transfer, the transfer is made in compliance with applicable federal and state securities law and the transferee agrees to be bound by the terms of this Agreement.

"Gupta Interests" means shares held by the persons and trusts listed on Schedule B hereto.

"Holder" means the Shareholders, for so long as the Shareholders hold any Registrable Securities, or any person holding Registrable Securities to whom the rights under this Agreement have been transferred in accordance with Section 11 hereof.

"Insider Trading Policy" means the policy adopted by the Company's Board of Directors, as such may be amended from time to time, relating to transactions in the Company's securities by the Company's executive officers and directors.

"Permitted Window" means the period during which a Holder entitled to sell Registrable Securities pursuant to a registration statement under Section 5(a) of this Agreement shall be permitted to sell Registrable Securities pursuant to such a registration. Except as otherwise set forth in this Agreement, a Permitted Window shall (i) commence upon the tenth business day following receipt by the Company of a written notice from a Holder to the Company that such Holder intends to sell Shares pursuant to such registration statement, or such earlier date as the Company may agree to (or, if such date falls within a

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Blackout Period, then upon the termination of such Blackout Period), and shall (ii) terminate upon the commencement of the next occurring Black-Out Period. Without the Company's written consent, a Permitted Window shall not commence prior to the first anniversary of the Effective Date.

"Registrable Securities" means the Shares and any Common Stock of the Company

issued or issuable in respect thereof upon any conversion, stock split, stock dividend, recapitalization, merger or other reorganization; provided, however, that securities shall only be treated as Registrable Securities if and so long as they have not been registered or sold to or through a broker or dealer or underwriter in a public distribution or a public securities transaction.

"Register," "registered" and "registration" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

"Registration Expenses" means all expenses, except as otherwise stated below, incurred by the Company in complying with Section 5 and Section 6 hereof, including without limitation, all registration, qualification and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company, blue sky fees and expenses, the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company).

"Restricted Securities" means the securities of the Company required to bear a legend as described in Section 3 hereof.

"Securities Act" means the Securities Act of 1933, as amended, or any similar Federal rule or statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Selling Expenses" means all underwriting discounts, selling commissions and stock transfer taxes applicable to the securities registered by the Holders and all fees and disbursements of counsel for any Holder.

2. Restrictions on Transferability.

(a) The Registrable Securities and any other securities issued in respect of such securities upon any stock split, stock dividend, recapitalization, merger or other reorganization, shall not be sold, assigned, transferred or pledged except upon the conditions specified in this Agreement, which conditions are intended to ensure compliance with the provisions of the Securities Act and certain other contractual restrictions as agreed by the Company and the Shareholders. Each Holder or transferee will cause any proposed purchaser, assignee, transferee, or pledgee of any such

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securities held by the Holder or transferee to agree to take and hold such securities subject to the restrictions and upon the conditions specified in this Agreement, including without limitation the restrictions set forth in Section 4.

(b) Until one year from the Effective Time, no Shareholder will transfer any of the Registrable Securities received by such Shareholder with the exception of transfers not involving a change of beneficial ownership, or any Family Transfer.

(c) Each of Paul Goldner as individual and Paul Goldner and Mark Goldner and Helene Hordes as Trustees of the Paul A. Goldner Retained Annuity Trust hereby severally agrees that, during the five years after the Effective Time, with the exception of transfers not involving a change in beneficial ownership or any Family Transfer and a sale of shares authorized pursuant to Section 1.5 of the Merger Agreement for the purpose of satisfying tax liabilities, such Shareholder will not transfer any of the Registrable Securities received by it in the Merger, except within the following limits:

(i) twenty percent (20%) of such Registrable Securities in the twenty-four month period ending on the anniversary date hereof;

(ii) forty percent (40%) of such Registrable Securities in the thirty-six month period ending on the anniversary date hereof;

(iii) sixty percent (60%) of such Registrable Securities in the forty-eight month period ending on the anniversary date hereof;

(iv) eighty percent (80%) of such Registrable Securities in the sixty month period ending on the anniversary date hereof; and

(v) one hundred percent (100%) of such Registrable Securities after sixty months from the anniversary date; provided however that notwithstanding this Paragraph 2(c), in the event of death, disability or involuntary termination of Paul Goldner as an employee or consultant of the Company without Cause, as defined in Paul Goldner's Employment and Non-Compete Agreement dated February 12, 1997, or in the event that Paul Goldner is not reelected to the Company's Board of Directors after the expiration of his initial term of service or any subsequent term of service on such Board (other than as a result of Paul Goldner's decision not to stand for reelection), then Paul Goldner or his executors (as the case may be) and the beneficiaries of the Paul A. Goldner

Retained Annuity Trust shall be permitted to transfer all the Registrable Securities subject to other restrictions on transferability in this Agreement, the Merger Agreement, the Transaction Agreement and applicable state and federal securities laws.

3. Restrictive Legend. Each certificate representing the Shares or any other securities issued in respect of such securities upon any stock split,

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stock dividend, recapitalization, merger or other reorganization shall be stamped or otherwise imprinted with legends restricting the transferability thereof, in substantially the form set forth below:

> THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. SUCH SHARES GENERALLY MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGIS-TRATION UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.
>
> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER PURSUANT TO AN AGREEMENT BETWEEN THE HOLDER AND THE COMPANY.

Each Holder consents to the Company making a notation on its records and giving instructions to any transfer agent of its capital stock in order to implement the restrictions on transfer established in this Agreement and the Merger Agreement.

4. Notice of Proposed Transfers. The holder of each certificate representing Restricted Securities by acceptance thereof agrees to comply in all respects with the provisions of this Section 4. Without in any way limiting the immediately preceding sentence or the provisions of Section 2, no sale, assignment, transfer or pledge (other than (i) a sale made pursuant to a registration statement filed under the Securities Act and declared effective by the Commission or (ii) a sale made in accordance with the applicable provisions of Rule 144 and Rule 145) of Restricted Securities shall be made by any holder thereof to any person unless such person shall first agree in writing to be bound by the restrictions of this Agreement, including without limitation this Section 4. Prior to any

proposed sale, assignment, transfer or pledge of any Restricted Securities, unless there is in effect a registration statement under the Securities Act covering the proposed transfer, the holder thereof shall give written notice to the Company of such holder's intention to effect such transfer, sale, assignment or pledge. Each such notice shall describe the manner and circumstances of the proposed transfer, sale, assignment or pledge in sufficient detail, and, if requested by the Company, the holder shall also provide, at such holder's expense, a written opinion of legal counsel (who shall be, and whose legal opinion shall be, reasonably satisfactory to the Company) addressed to the Company, to the effect that the proposed transfer of the Restricted Securities may be effected without registration under the Securities Act and under applicable state securities laws and regulations. Upon delivery to the Company of such notice and, if required, such opinion, the holder of such Restricted Securities shall be entitled to transfer such Restricted Securities in

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accordance with the terms of such notice. The Company agrees that it shall not request such an opinion of counsel with respect to (i) a transfer not involving a change in beneficial ownership, (ii) a transaction involving the distribution without consideration of Restricted Securities by the holder to its constituent equity holders in proportion to their equity holdings in the holder or (iii) a transaction involving the transfer without consideration of Restricted Securities by an individual holder during such holder's lifetime by way of gift or on death by will or intestacy. Each certificate evidencing the Restricted Securities transferred as above provided shall bear, except if such transfer is made pursuant to Rule 144, the appropriate restrictive legend set forth in Section 3 above, except that such certificate shall not bear such restrictive legend if, in the opinion of counsel for such holder and counsel for the Company, such legend is not required in order to establish or ensure compliance with any provision of the Securities Act.

5. Registration on Form S-3.

(a) Registration. The Company shall use commercially reasonable efforts to cause a registration statement on Form S-3 covering all Registrable Securities to be filed and declared effective no later than the first anniversary of the date of this Agreement, and the initial Permitted Window (the "Initial Permitted Window") for trading the Shares shall commence as of the effective date of such registration (or, if such date falls within a Blackout Period, then upon the

termination of such Blackout Period), and continue until the commencement of the next occurring Black-Out Period. The Company shall use commercially reasonable efforts to keep such registration statement effective until the second anniversary of the date of this Agreement, or such earlier date upon which no Holder holds any Registrable Securities. After the Initial Permitted Window, upon receipt of a notice from any Holder that such Holder intends to sell Registrable Securities during a Permitted Window, the Company shall, prior to the commencement of the Permitted Window, inform the other Holders of the commencement of the Permitted Window. The Company shall notify each of the Holders of the termination of a Permitted Window no later than the time the Company notifies its executive officers and directors of the corresponding Black-Out Period; provided, however, that the Company need not notify the Holders of regularly scheduled Black-Out Periods relating to the closing of the Company's fiscal quarters, which Black-Out Periods begin thirty days prior to the end of each fiscal quarter and continue until 48 hours after the announcement of results of operations for such period.

(b) Limitations on Registration and Sale of Registrable Securities. Notwithstanding anything in this Agreement to the contrary, the Company's obligations and the Holders' rights under this Section 5 are subject to the limitations and qualifications set forth below, which may be waived in writing by the Company.

(i) The Holders will sell Registrable Securities pursuant to a registration effected hereunder only during a Permitted Window.

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(ii) If the Company furnishes to the Holders a certificate signed by the President of the Company stating that, in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company for a Form S-3 registration to be effected, or a Permitted Window to be in effect, due to (A) the existence of a material development or potential material development involving the Company which the Company would be obligated to disclose in the prospectus contained in the Form S-3 registration statement, which disclosure would in the good faith judgment of the Board of Directors be premature or otherwise inadvisable, (B) the existence of other facts or circumstances as a result of which the prospectus contained or to be contained in the Form S-3 registration statement includes or would include an untrue statement of a material fact or omits or would omit to state a material fact required to be stated therein or

necessary to make the statements therein not misleading in light of the circumstances under which they were made or then existing or (C) the Company's bona fide intention to effect the filing of a registration statement with the Commission within sixty (60) days of the receipt of a notice from a Holder that it intends to sell Registrable Securities during a Permitted Window, the Company may defer the filing of the Form S-3 registration statement or delay the commencement of a Permitted Window or may effect an early termination of a Permitted Window that has commenced, as the case may be. Upon request of Paul Goldner, the Company will furnish him a written explanation of the Board's decision to defer a registration of the Shares, provided that he acknowledges and accepts trading restrictions that follow the disclosure to him of any material non-public information concerning the Company.

(iii) The obligations of the Company hereunder are conditioned upon its being eligible to register its securities on Form S-3 at the time any such registration is otherwise required hereunder; provided, however, that if the Company ceases to be eligible to register its securities on Form S-3 at any time during which any Holder would otherwise be entitled to sell Registrable Securities pursuant to a registration in accordance with the terms of this Agreement, the Company shall use its commercially reasonable efforts to become eligible to register its securities on Form S-3 as soon as practicable.

(iv) At any time that the Company is obligated under this Agreement to permit the Holders to sell Registrable Securities pursuant to a registration statement on Form S-3, the Company may, instead of maintaining an effective registration statement on Form S-3 for the benefit of the Holders, include such Registrable Securities in a registration effected for the benefit of the Company and/or other selling stockholders. In the event that such registration is in connection with an underwritten offering, the Holders participating in such registration shall enter into an underwriting agreement in customary form with the managing underwriter selected by the Company, notwithstanding the provisions of Section 5(c).

(v) Notwithstanding anything to the contrary in this

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Agreement, the Company shall have no obligation to effect a registration hereunder, and no Permitted Window will

exist, with respect to any Registrable Securities during the time that such Registrable Securities are subject to the escrow provisions of the Merger Agreement (including any agreement which is an exhibit thereto), and no Holder shall sell any such Registrable Securities pursuant to a registration hereunder, or pursuant to Rule 144 or Rule 145, during any such period.

(c) Underwriting. At the election of the Holders representing a majority of the Registrable Securities that are proposed to be sold during a Permitted Window (the "Deciding Holders"), all sales of Registrable Securities under this Section 5 during such Permitted Window shall be made through an underwriting managed by an underwriter selected by the Deciding Holders and acceptable to the Company (the "Managing Underwriter"). The Company shall, together with all Holders proposing to distribute their Registrable Securities though such underwriting, enter into an underwriting agreement in customary form with the Managing Underwriter. If any Holder of Registrable Securities disapproves of the terms of the underwriting, such person may elect to withdraw therefrom by written notice to the Company. Any Holder so withdrawing shall not sell any Registrable Securities pursuant to a registration effected under this Agreement until after the completion of such underwritten distribution.

(d) Registration Procedures. In connection with any registration required under this Agreement, the Company shall take the actions set forth below.

(i) Prior to filing any registration statement, prospectus, amendment or supplement with the Commission in connection with any registration hereunder, the Company shall furnish to one counsel selected by the Holders of a majority of the Registrable Securities copies of such documents.

(ii) The Company shall notify each Holder of any stop order issued or threatened by the Commission and will take all reasonable actions required to prevent the entry of such stop order or to remove it if entered.

(iii) The Company shall comply with the provisions of the Securities Act with respect to the disposition of all securities covered by a registration statement filed pursuant to this Agreement with respect to the disposition of all Registrable Securities covered by such registration statement in accordance with the intended methods of disposition by the Holders as set forth in such registration statement.

(iv) The Company shall furnish to each Holder and each underwriter, if any, of Registrable Securities covered by a registration statement filed pursuant to this Agreement such number of copies of such registration statement, each amendment and supplement thereto (in each case including all exhibits thereto), and the prospectus included in such registration statement (including each preliminary prospectus), in conformity with the requirements of the Securities Act, and such other documents as a

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selling Holder may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holder.

(v) The Company shall use its best efforts to register or qualify the Registrable Securities under the securities or "blue sky" laws of each State of the United States of America as any of the Holders or underwriters, if any, of the Registrable Securities covered by a registration statement filed hereunder reasonably requests, and shall do any and all other acts and things which may be reasonably necessary or advisable to enable each selling Holder and each underwriter, if any, to consummate the disposition in such States of the Registrable Securities owned by such selling Holders; provided that the Company shall not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subsection (v), (B) subject itself to taxation in any such jurisdiction or (C) consent to general service of process in any such jurisdiction.

(vi) The Company shall immediately notify each Holder entitled to sell Registrable Securities during a Permitted Window of the happening of any event which comes to the Company's attention if, as a result of such event, the prospectus included in the registration statement filed under this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and the Company shall promptly prepare and furnish to each Holder and file with the Commission a supplement or amendment to such prospectus so that such prospectus will no longer contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(vii) The Company shall take all such other reasonable and customary actions as each Holder or the underwriters, if any, may reasonably request in order to expedite or facilitate the disposition of the Registrable Securities in accordance with the terms of this

Agreement.

(viii) The Company shall make available for inspection by the Holders, any underwriter participating in any disposition pursuant to a registration statement filed under this Agreement, and any attorney, accountant or other agent retained by such Holders or underwriters, all financial and other records, pertinent corporate documents and properties of the Company and its subsidiaries, as such person may reasonably request for the purpose of confirming that such registration statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, provided that the Company obtains reasonably satisfactory assurances that such information will be used solely for such purpose and will be held in confidence (except to the extent that it is included in the registration statement). The Company shall cause the officers, directors and

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employees of the Company and each of its subsidiaries to supply such information and respond to such inquiries as any Holder or underwriter may reasonably request or make for the purpose of confirming that such registration statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, provided that the Company obtains reasonably satisfactory assurances that such information will be used solely for such purpose and will be held in confidence (except to the extent that it is included in the registration statement).

(ix) The Company shall use its commercially reasonable efforts to obtain a "cold comfort" letter from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the Holders or the underwriters reasonably request.

(x) The Company shall otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make generally available to its security holders, as soon as reasonably practicable, an earnings statement covering a period (which may begin with the first fiscal quarter ending after the effective date of the registration statement) of at least twelve months after the effective date of the registration statement (as the term "effective date" is defined in Rule 158(c) under the Securities Act), which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

6. Company Registration.

(a) Notice of Registration. If at any time or from time to time, either (x) the Company shall determine to register any of its securities for its own account (including, without limitation, all registrations in which other selling shareholders are permited to participate), other than (i) in connection with the Company's registration on Form S-4, (ii) a registration relating solely to employee benefit plans, or (iii) a registration relating solely to a Commission Rule 145 transaction, or (y) the Company shall register securities held by the Gupta Interests, in a registration for which the Company is paying Registration Expenses, (the "Company Registration"), the Company will:

(A) promptly give to each Holder written notice thereof; and

(B) include in such registration (and any related qualification under blue sky laws or other compliance), and in any underwriting involved therein, the Registrable Securities specified in a written request or requests, made within 20 days after receipt of such written notice from the Company, by any Holder; provided however, that, if the Company is advised by the managing underwriters of the offering that market conditions so require the Company may in its sole discretion reduce the number of Registrable Securities of the Holders permitted to be registered pursuant to this Section 6 to the pro rata portion of the Registrable Securities held by each Holder who gives proper written request as is determined by a fraction, the numerator of which is the

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number of shares of the Company's Common Stock held by the Gupta Interests which are to be included in such registration, and the denominator of which is the total number of shares of the Company's Common Stock held by the Gupta Interests, provided however, that the aggregate number of shares permitted to be registered by all of the Holders in such registration shall not be less than 200,000 shares of Registerable Securities (subject to adjustment for stock splits, stock dividends, recapitalizations and the like).

(b) Underwriting. If the registration of which the Company gives notice is for a registered public offering involving an underwriting, the Company shall so advise the Holders. In such event the right of any Holder to registration pursuant to Section 6(a) shall be conditioned upon such Holder's participation in such underwriting and the inclusion of Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company and the other holders distributing their securities through such underwriting) enter into an underwriting agreement in customary form with

the managing underwriter selected for such underwriting by the Company. If any Holder, or other holder disapproves of the terms of any such underwriting, he may elect to withdraw therefrom by written notice to the Company and the managing underwriter. Any securities excluded or withdrawn from such underwriting shall be withdrawn from such registration, and shall not be transferred in a public distribution prior to 90 days after the effective date of the registration statement relating thereto, or such other shorter period of time as the underwriters may require. The provisions of Section 5(d)(i)-(v) hereof shall also apply to registrations pursuant to this Section 6.

(c) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 6 prior to the effectiveness of such registration whether or not any Holder has elected to include securities in such registration.

7. Other Registration Rights. The Holders acknowledge that certain other stockholders of the Company may now or hereafter have registration rights, and that such other stockholders may be entitled to sell their securities at the same time, or pursuant to the same registration and underwriting, as the Holders hereunder.

8. Expenses of Registration. All Registration Expenses incurred in connection with the Company's obligations hereunder shall be borne by the Company. All Selling Expenses relating to securities proposed to be registered hereunder and all other registration expenses shall be borne by the Holders of such securities pro rata on the basis of the number of shares proposed to be sold by each of them during the applicable Permitted Window; provided however that if the Company pays the Selling Expenses or Registration Expenses of other shareholders of the Company in any registration in which the Holders participate, then the Company shall pay the Selling Expenses and Registration Expenses of Holders to the same extent and in pro rata proportion to the Selling Expenses and Registration Expenses paid by the Company with respect to the other

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shareholders.

9. Indemnification.

(a) The Company will indemnify each Holder, each of its officers and directors and partners, and each person controlling such Holder within the meaning of Section 15 of the Securities Act, with respect to which registration has been effected pursuant to this Agreement, against all expenses, claims, losses, damages or liabilities (or actions in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened, arising out of or

based on any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, prospectus, offering circular or other document, or any amendment or supplement thereto, incident to any such registration, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, or any violation by the Company of the Securities Act, the Exchange Act, state securities law or any rule or regulation promulgated under the such laws applicable to the Company in connection with any such registration, and the Company will reimburse each such Holder, each of its officers, directors and partners, and each person controlling such Holder, for any legal and any other expenses reasonably incurred, as such expenses are incurred; in connection with investigating, preparing or defending any such claim, loss, damage, liability or action, provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based on any untrue statement or omission or alleged untrue statement or omission, made in reliance upon and in conformity with written information furnished to the Company by an instrument duly executed by such Holder or controlling person, and stated to be specifically for use therein; and provided further, that the foregoing indemnity Agreement is subject to the condition that, insofar as it relates to any such untrue statement, alleged untrue statement, omission or alleged omission made in a preliminary prospectus, such indemnity agreement shall not inure to the benefit of any person, if a copy of the final prospectus or an amended or supplemented prospectus, as applicable, was not furnished to the person asserting the loss, liability, claim or damage at or prior to the time such action is required by the Securities Act, and if the final prospectus or the amended or supplemented prospectus, as applicable, would have cured the defect giving rise to the loss, liability, claim or damage. In no event, however, shall the Company have any indemnification obligation to the extent that the expenses, claims, losses, damages or liabilities as to which indemnification is sought are in connection with an offer or sale made by a person other than the Company in violation of the terms of this Agreement (a "Violation").

(b) Each Holder will, if Registrable Securities held by such Holder are included in the securities as to which a registration hereunder is effected, indemnify the Company, each of its directors and officers, each person who controls the Company within the meaning of Section 15

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of the Securities Act, and each other such Holder, each of its officers and directors and each person controlling such Holder within the meaning of Section 15 of the Securities Act, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on (i) a Violation by such Holder or (ii) any untrue statement (or alleged untrue statement) of a material fact contained in any such registration statement, prospectus, offering circular or other document, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company, such Holders, such directors, officers or control persons for any legal or any other expenses reasonably incurred, as such expenses are incurred, in connection with investigating or defending any such claim, loss, damage, liability or action, but, in the case of clause (ii) above, only to the extent that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular or other document in reliance upon and in conformity with information furnished to the Company by such Holder. Notwithstanding the foregoing, the liability of each Holder under this subsection 8(b) shall be limited in an amount equal to the initial public offering price of the shares sold by such Holder, unless such liability arises out of or is based on a Violation or willful misconduct by such Holder.

(c) Each party entitled to indemnification under this Section 8 (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the Indemnified Party (whose approval shall not unreasonably be withheld), and the Indemnified Party may participate in such defense at such party's expense, and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Agreement unless the failure to give such notice is materially prejudicial to an Indemnifying Party's ability to defend such action and provided further, that the Indemnifying Party shall not assume

the defense for matters as to which there is a conflict of interest or there are separate and different defenses. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party (whose consent shall not be unreasonably withheld), consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

10. Information by Holder. The Holder or Holders of Registrable Securities included in any registration hereunder shall furnish to the Company such information regarding such Holder or Holders, the Registrable Securities held by

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them and the distribution proposed by such Holder or Holders as the Company may request in writing and as shall be required in connection with any registration referred to in this Agreement.

11. Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission which may permit the sale of the Restricted Securities to the public without registration the Company agrees to use all reasonable efforts, at any time after the second anniversary of the Effective Date, to:

(a) Make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act;

(b) File with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(c) So long as a Holder owns any Restricted Securities, to furnish to the Holder forthwith upon request a written statement by the Company as to its compliance with the reporting requirements of said Rule 144 and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents of the Company and other information in the possession of or reasonably obtainable by the Company as the Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing the Holder to sell any such securities without registration.

12. Transfer of Registration Rights. The rights to cause the Company to register securities granted to Holders under Section 5 (but not Section 6) may be assigned to a transferee

or assignee reasonably acceptable to the Company in connection with any transfer or assignment of Registrable Securities by the Holder, provided that (i) such transfer is otherwise effected in accordance with applicable securities laws and the terms of this Agreement, (ii) such assignee or transferee acquires at least 100,000 shares of Registrable Securities (as adjusted for stock splits, stock dividends, stock combinations and the like), (iii) written notice is promptly given to the Company and (iv) such transferee agrees to be bound by the provisions of this Agreement. Notwithstanding the foregoing, the rights to cause the Company to register securities may be assigned without compliance with item (ii) above to (x) any constituent equity holder of a Holder which is a partnership, limited liability company, or a corporation or (y) a family member or trust for the benefit of a Holder who is an individual, or a trust for the benefit of a family member of such a Holder. Furthermore, beneficiaries of the Trustees of the Database America Companies Retirement Trust (the "Trust") who receive shares in distribution from the Trust will be entitled to the rights set forth in this Agreement.

13. Amendment. Except as otherwise provided above, any provision of this Agreement may be amended or the observance thereof may be waived (either

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generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and each of the Holders.

14. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Delaware, without regard to conflict of laws provisions.

15. Entire Agreement. This Agreement constitutes the full and entire understanding and Agreement among the parties regarding the matters set forth herein. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon the successors, assigns, heirs, executors and administrators of the parties hereto.

16. Notices, etc. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, or otherwise delivered by facsimile transmission, by hand or by messenger, addressed:

(a) if to a Holder, at such Holder's address as set forth below such Holder's signature on this Agreement, or at such other address as such Holder shall have furnished to the Company.

(b) if to the Company, to:

American Business Information, Inc.
5711 South 86th Circle
Omaha, NE 68127
Fax: (402) 339-0265
Attn: Corporate Secretary

or at such other address as the Company shall have furnished to the Holders, with a copy to:

Wilson Sonsini Goodrich & Rosati, P.C.
650 Page Mill Road
Palo Alto, CA 94304-1050
Attn: Francis S. Currie, Esq.
Fax: (415) 493-6811

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered if delivered personally or by facsimile transmission, or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid.

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

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

"THE COMPANY"

American Business Information, Inc.,
a Delaware corporation

By:

Title:

"THE SHAREHOLDERS"

By:
Paul Goldner,
individually

Trustees of the Paul A. Goldner Retained Annuity Trust

By:
Mark Goldner
Its:Trustee

By:
Helene Hordes
Its:Trustee

Trustees of the Database America Companies Retirement Trust

By:
Paul Goldner
Its: Trustee

By:
Jeffrey Brenner
Its: Trustee

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SCHEDULE A

Shareholder

Paul Goldner

Mark Goldner and Helene Hordes, as Trustees
of the Paul A. Goldner Retained Annuity Trust

Database American Companies Retirement Plan

SCHEDULE B

[List of "Gupta Interests" to be inserted]

EMPLOYMENT TERMINATION AGREEMENT

THIS AGREEMENT made and entered into this 21st day of January, 1997 by and between DBA Holdings, Inc. (the "Company") and ("Employee").

WHEREAS, the Company and Employee entered into that certain Employment Agreement dated December __, 1988 which provided for certain stock options and/or deferred compensation; and

WHEREAS, it is in the interest of the Employee and Company to terminate the Employment Agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, intending to be legally bound and for other good and valuable consideration, the parties hereto agree as follows:

1. Employee shall receive a combination of cash and/or promissory notes equal to $4,376,759.00 (the "Buy-Out Amount") to be paid as follows:

a. Towards the Buy-Out Amount, $3,063,731.00 (the "Initial Payment") will be paid by March 1, 1997.

b. the Company shall pay $1,063,028.00 (the "Second Payment") by April 15, 1997.

c. By April 15, 1997, the Company will issue a note equal to $250,000.00 as may be adjusted up down as determined by the final audit of the Company for the year 1997. If by April 15, 1997 the final audit for the Company is not completed or is not agreed to then the note to be issued will be in the amount of $250,000.00 subject to adjustment up or down as and when the final audit is finished and agreed to and shall be evidenced by a note which shall contain substantially similar terms to the note attached hereto. The note will be due within one year of its issuance. The note shall be made no later than April 15, 1997.

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2. Employee agrees to terminate the Employment Agreement and does hereby unconditionally and absolutely release and give up any and all claims and rights which Employee may have arising out of the Employment Agreement referred to above or any other employment agreements, written or oral, that may have existed or may exist against Pagex, Inc., Database America Companies, Inc., DBA Holdings, Inc. and Paul Goldner, their agents, representatives, officers, directors, shareholders and employees in any capacity whatsoever that Employee ever had, now has or hereafter can, shall or may have, for, upon or for any reason or matter, cause or thing, whatsoever, from the beginning of the world to the date of this agreement.

3. Employee shall enter into a ten (10) year Non-Competition Agreement with the Company and/or any successors or assigns.

4. This agreement and the terms hereof have been approved by the affirmative vote of the holders of more than 75% of the outstanding shares of the Company's common stock approving

the payments provided for herein.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the date and year above first written.

DBA HOLDINGS, INC.

By:
Paul Goldner, Chairman and CEO

By:
Employee

RELEASE AND TERMINATION OF EMPLOYMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION received, I, , hereby agree that the employment agreement entered into between me and Pagex, Inc. (n/k/a DBA Holdings, Inc.) is hereby terminated and I hereby unconditionally and absolutely release and give up any and all claims and rights which I may have arising out of the employment agreement referred to above or any other employment agreement, written or oral, that may exist or have existed against Pagex, Inc., Database America Companies, Inc., DBA Holdings, Inc. and Paul Goldner, their agents, representatives, officers, directors, shareholders and employees in any capacity whatsoever, that I ever had, now have or hereafter can, shall or may have, for, upon or for any reason or matter, cause or thing, whatsoever, from the beginning of the world to the date of this Release. IN WITNESS WHEREOF, I, , have duly executed this Release as of January 31, 1997.

Employee

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STATE OF NEW JERSEY :
: ss:
COUNTY OF BERGEN :

I CERTIFY that on January 31, 1997, , personally came before me and acknowledged under oath, to my satisfaction, that this person:

(a) is named in and personally signed the attached document; and
(b) signed, sealed and delivered this documents as his acts and deed.

ESCROW AGREEMENT

This Escrow Agreement is entered into as of February 11, 1997 by and among (1) American Business Information, Inc., a Delaware corporation (the "Parent"); (2) Paul Goldner, in his capacity as representative (the "Representative") of the holders of shares of common stock, no par value ("Company Common Stock"), of DBA Holdings, Inc., a New Jersey corporation (the "Company"), immediately prior to the Effective Time referred to below; (3) Paul Goldner in his individual capacity; Mark Goldner and Helene Hordes as trustees of the Paul A. Goldner Retained Annuity Trust; and the trustees of the Database America Companies Retirement Plan (collectively the "Shareholders") as shareholders of the Company; and (4) First Union National Bank of North Carolina, as escrow agent (the "Escrow Agent").

The Parent, info USA, Inc., a Delaware corporation and a wholly owned subsidiary of the Parent (the "Merger Sub"), the Company and the Shareholders are parties to an Agreement and Plan of Reorganization dated as of February 11, 1997 (the "Merger Agreement"), which provides, upon the terms and subject to the conditions set forth therein, for the merger (the "Merger") of the Company with and into Merger Sub which, as the surviving corporation in the Merger (the "Surviving Corporation"), will become a wholly-owned subsidiary of Parent. The Representative has been designated to act on behalf of the Shareholders pursuant to the Merger Agreement.

The closing under the Merger Agreement (the "Closing") is taking place concurrently with the execution and delivery of this Escrow Agreement.

Pursuant to the Merger, the shares of Company Common Stock will be exchanged for consideration (the "Final Purchase Price") consisting of cash (the "Cash Portion") and shares of Parent Common Stock (the "Stock Portion"). At and shortly following the Closing, Parent will disburse $48,630,650 and 2,180,747 shares of Parent Common Stock (the "Preliminary Purchase Price"). After the Final Purchase Price is determined, additional cash and stock will be disbursed by or refunded to Parent, as appropriate, in the amount of any difference between the Preliminary and Final Purchase Prices. The Merger Agreement provides that specified percentages of the Cash Portions and Stock Portions of the Preliminary and Final Purchase Prices will be placed in escrow pursuant to this

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Escrow Agreement.

In consideration of the foregoing and the agreements contained herein, and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Escrowed Materials.

(a) On the date of this Agreement, Parent has wire transferred to the Escrow Agent, $14,589,195, which is thirty percent (30%) of the Cash Portion of the Preliminary Purchase Price (the "Escrow Funds"). Within ten (10) business days of the execution and delivery of this Escrow Agreement, Parent will deliver to the Escrow Agent a stock certificate or certificates registered in the name of the Representative, representing 654,224 shares of Parent Common Stock, which is thirty percent (30%) of the Stock Portion of the Preliminary Purchase Price (the "Escrow Shares"), together with ten blank form stock powers signed by the Representative.

(b) Parent and the Representative will jointly inform the Escrow Agent of the exact amount of the Final Purchase Price promptly after it has been determined. Following the determination of the Final Purchase Price, the Escrow Funds and Escrow Shares shall be increased by a contribution from the Parent, or decreased by a distribution to the Shareholders or Parent, as the case may be, so that (i) the Escrow Funds and the Escrow Shares represent ten percent (10%) of the Cash Portion and ten percent (10%) of the Stock Portion, respectively, of the Final Purchase Price, (ii) the Shareholders will have received the remaining ninety percent (90%) of the Final Purchase Price, and (iii) interest on the difference between the Cash Portion of the Preliminary Purchase Price and the Cash Portion of the Final Purchase Price, calculated from the date of this Agreement to payment of the Final Purchase Price at 5.5% per annum, will have been paid to Parent or Shareholders as appropriate. Any disbursements from the Escrow Account will be made pursuant to joint written instructions from Parent and the Representative to the Escrow Agent. (Any such written instructions signed by Parent and the Representative are referred to here as "Joint Written Directions.")

(c) As used herein, the term "Escrowed Materials" means (a) the Escrow Funds, and all interest earned thereon, (b) the Escrow Shares being delivered to the Escrow Agent as described in Section 1(a) hereof, and (c) all securities and other property received and held in escrow by the Escrow Agent hereunder in accordance with the terms hereof. The Escrow Agent shall hold the Escrowed Materials in escrow upon the terms and subject to the conditions of this Escrow Agreement. The Escrowed Materials shall be held as a trust fund and shall not be subject to any

lien, attachment, trustee process or any other judicial process of any creditor of any party hereto.

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(d) At any point in time, the Shareholders' pro rata interests in the Escrowed Materials ("Pro Rata Interests") shall be as set forth in Schedule 1 hereto. Such interests shall not be evidenced by separate certificates.

(e) The respective Pro Rata Interests of the Shareholders in the Escrowed Materials shall not be assignable or transferable, other than by operation of law. Notice of any such assignment or transfer by operation of law (including the name and address of the assignees or transferees and the nature of the assignment or transfer) shall be given by the Representative and Parent to the Escrow Agent accompanied by a revised Schedule 1, and upon receipt of such notice the Escrow Agent shall make appropriate adjustments to its records. If at any time the Escrow Agent so requests, Parent and the Representative will provide joint written instructions confirming the then current Pro Rata Interests.

(f) Any securities or other property distributed with respect to, or in exchange for, Parent Common Stock which, on the date of such distribution, is held by the Escrow Agent hereunder, to the extent distribution of the same does not constitute a taxable dividend on shares of Parent Common Stock, shall be added to, and shall then be considered, Escrowed Materials. Cash dividends and other distributions which constitute a taxable dividend on shares of Parent Common Stock or other securities held by the Escrow Agent shall be delivered to the Escrow Agent for distribution to the Shareholders in accordance with their respective Pro Rata Interests promptly upon receipt thereof by the Escrow Agent. In the event of any distribution subject to this Section 2(f), Parent and the Representative will provide a Joint Written Direction specifying whether this Section requires the distribution to be added to the Escrowed Materials or distributed to the Shareholders.

(g) Upon any release of Escrow funds, any interest earned on such portion of Escrowed Funds (the "Escrow Interest") shall be paid to the party to whom the Escrowed Funds are being released. The Escrow Agent may withhold taxes on distributions to any recipient that has not provided the Escrow Agent with a completed Form W-9.

2. Voting of Escrow Shares. For so long as the Escrow Agent shall hold Escrowed Materials: (a) the Parent shall furnish to the Representative copies for each Shareholder of all

notices, proxies and proxy materials (the "Shareholder Materials") in connection with each meeting of the holders of Parent Common Stock; and (b) the Representative shall vote or cause to be voted Escrow Shares, to the extent of each Shareholders' Pro Rata Interest, as directed in writing by the Shareholders.

3. Claims.

(a) The "Effective Time" means the time of acceptance by the Secretary of State of New Jersey and the Secretary of State of Delaware of the filing of the Certificates of Merger which effectuate the Merger. The Effective

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Time shall be stated in a Joint Written Direction to the Escrow Agent. Upon receipt by the Escrow Agent and the Representative of notice (a "Claim Notice") from the Parent, before the first anniversary of the Effective Time (the "Anniversary Date" and the "Escrow Release Date"), that, pursuant to Article VI of the Merger Agreement, the Parent is asserting a claim for indemnification for Damages (an "Indemnifiable Claim"), which Claim Notice shall specify the nature and estimated amount of such Damages (the "Claimed Amount"), the Escrow Agent shall, on the Anniversary Date, retain, set aside and continue to hold in escrow hereunder after the Escrow Release Date the Escrowed Materials, or such lesser portion thereof having a value (determined in accordance with Section 5 hereof) equal to the Claimed Amount. The Claim Notice also shall include a calculation showing the dollar amount of Escrow Funds and the number of Escrow Shares that comprise the Escrowed Materials that are to be retained, which shall be determined in accordance with Section 5 hereof. As provided in the Merger Agreement, (i) Parent shall not be entitled to indemnification for Damages pursuant to Section 6.1(a)(i) and (ii) of the Merger Agreement unless the aggregate amount of all Damages exceeds $100,000, in which case Parent shall only be entitled to indemnification for aggregate Damages in excess of $50,000, and (ii) Parent shall only be entitled to indemnification for Damages pursuant to Section 6.1(a)(iii) of the Merger Agreement (relating to the Database America Companies Retirement Trust) to the extent such Damages exceed $550,000. No individual claims of less than $1,000 shall be made, provided that all claims arising out of a common set of facts shall be aggregated for purposes of determining whether the $1,000 threshold has been met. Parent may assert claims on its behalf or on behalf of its officers, directors, agents and representatives (the "Indemnitees").

(b) In the case of any claim for indemnification hereunder arising out of a claim,

action, suit or proceeding brought by any person who is not a party to this Agreement and is not an Indemnitee (a "Third-Party Claim"), if or before the Anniversary Date, the Escrow Agent and the Representative receive a claim notice from the Parent, that, pursuant to Article VI of the Merger Agreement, the Parent is asserting a claim for indemnification for Damages, which Claim Notice shall specify the nature and estimated amount of such damages as well as copies of any written claims, process or legal pleadings with respect to such third-party claim, the Escrow Agent shall, on the Anniversary Date, retain, set aside and continue to hold in escrow hereunder after the Escrow Release Date, the Escrowed Materials, or such lesser portion thereof having a value (determined in accordance with Section 5 hereof) equal to the Claimed Amount, subject to the further provisions hereof and subject to the limitations on amount of the Claimed Amount set forth in Section 3(a) above. The Claim Notice also shall include a calculation showing the dollar amount of Escrow Funds and the number of Escrow Shares that comprise the Escrowed Materials that are to be retained, which shall be determined in accordance with Section 5 hereof.

(c) In the event that (i)(A) Parent has not given the Escrow Agent and the Representative a Claim Notice on or before the Escrow Release Date or (B) on or prior to the Escrow Release Date Parent has given the Escrow Agent and

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the Representative Claim Notices having aggregate Claimed Amounts equal to less than the value of all of the Escrowed Materials (determined in accordance with Section 5 hereof) held in escrow hereunder and (ii) the Representa-tive notifies the Escrow Agent in writing to the effect of either (i)(A) or (i)(B) of this Section 3(c), then within ten (10) business days from receipt of such written notice from the Representative, the Escrow Agent shall deliver the Escrowed Materials, or such remaining portion thereof not retained, set aside and continued to be held in escrow pursuant to this Section 3, as applicable, to the Shareholders in accordance with their respective Pro Rata Interests. Any notice from the Representative also shall include a calculation showing the dollar amount of Escrow Funds and the number of Escrow Shares that comprise the Escrowed Materials that are to be retained, which shall be determined in accordance with Section 5 hereof.

(d) Within forty-five (45) days after delivery of a Claim Notice to the Escrow Agent and the Representative, the Representative shall provide to the Parent, with a copy to the Escrow Agent, a written response (a "Response Notice") in which the Representative shall either: (i) agree that the full Claimed Amount may be released to the Parent from the Escrowed Materials, (ii) agree that part, but not all, of the Claimed Amount (the "Agreed Amount") may be released to the Parent from the Escrowed Materials and contest the release to the Parent of the balance or

(iii) contest the release to the Parent of any part of the Claimed Amount from the Escrowed Materials. The Representative may contest the release of all or a portion of the Claimed Amount only (x) based upon a good faith belief that all or such portion of the Claimed Amount does not constitute Damages for which the Parent is entitled to indemnification under Article VI of the Merger Agreement or (y) if the Representative is not in a position to verify the accuracy of the claim for, or the amount of, the Claimed Amount. If no Response Notice is received by the Escrow Agent within such forty-five (45) day period, the Representative shall be deemed to have agreed that all of the Claimed Amount may be released to the Parent from the Escrowed Materials.

(e) If the Representative in the Response Notice agrees (or is deemed to have agreed) that the entire Claimed Amount may be released to the Parent from the Escrowed Materials, the Escrow Agent shall promptly, following the required delivery date for the Response Notice, transfer, deliver and assign to the Parent, free and clear of any interest of the Shareholders therein, Escrowed Materials (other than Escrow Interest) having an aggregate value (determined in accordance with Section 5 hereof) equal to the Claimed Amount (or such lesser value of Escrowed Materials as are then held in escrow hereunder).

(f) If the Representative in the Response Notice agrees that part, but not all, of the Claimed Amount may be released to the Parent from the Escrowed Materials, the Escrow Agent shall promptly, following the required delivery date for the Response Notice, transfer, deliver and assign to the Parent, free and clear of any interest of the Shareholders therein, Escrowed Materials other than Escrow Interest having an aggregate value equal to the Agreed Amount (or such lesser amount of Escrowed Materials as are then held in

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escrow hereunder).

(g) If the Representative in the Response Notice contests the release of all or part of the Claimed Amount (the "Contested Amount"), the Parent and the Representative shall first make a good faith effort to settle the matter themselves. If they do not settle the matter within thirty (30) days of the delivery of the Representative's Response Notice contesting the Claimed Amount, either the Parent or the Representative shall have the right, by delivery of written notice thereof (the "Arbitration Notice") to the other party, to submit the matter to binding arbitration in Omaha, Nebraska. All matters so submitted to arbitration shall be settled by three (except as otherwise provided below) arbitrators in accordance with the Commercial Arbitration Rules then in effect

of the American Arbitration Association (the "AAA Rules"). The Representative and the Parent shall each designate one arbitrator within ten (10) days of the delivery of the Arbitration Notice. If either the Representative or the Parent fails so to timely designate an arbitrator, the matter shall be resolved by the one arbitrator timely designated. The Representative and the Parent shall cause the designated arbitrators to mutually agree upon and to designate a third arbitrator; provided, however, that failing such agreement within forty-five (45) days of delivery of the Arbitration Notice, the third arbitrator shall be appointed in accordance with the AAA Rules. The Shareholders and the Parent shall be responsible for the payment of the fees and expenses of their respectively designated arbitrators and shall bear equally the fees and expenses of the third arbitrator. The Representative and the Parent shall cause the arbitrators to decide the matter to be arbitrated pursuant hereto within sixty (60) days after the appointment of the last arbitrator. The arbitrators' decision shall relate solely to whether the Parent is entitled to receive Escrowed Materials pursuant to the applicable terms of the Merger Agreement and this Escrow Agreement and, if so, the amount of such Escrowed Materials; provided however, that the arbitrators shall not decide the value of the Escrow Shares, which are valued at the Parent Stock Price. The arbitrators shall have the discretion to award attorneys' fees and costs of the arbitration proceeding to the prevailing party. The final decision of the majority of the arbitrators shall be furnished to the Representative, the Parent and the Escrow Agent in writing and shall constitute a conclusive determination of the matter in question, binding upon the Representative, the Shareholders, the Parent and the Escrow Agent and shall not be contested by any of them. Such decision may be used in a court of law only for the purpose of seeking enforcement of the arbitrators' award. Notwithstanding any provision of this Escrow Agreement or the Merger Agreement to the contrary, after delivery of a Response Notice that the Claimed Amount is contested by the Representative, the Escrow Agent, pursuant to this Section 3, shall continue to hold Escrowed Materials having a value (determined in accordance with Section 5 hereof) equal to the Contested Amount (up to the amount of Escrowed Materials then held in escrow hereunder), notwithstanding the occurrence of the Escrow Release Date, until (i) delivery of a copy of a settlement agreement executed by the Parent and the Representative setting forth instructions to the Escrow Agent as to the

release of the Escrowed Materials, if any, that shall be made with respect to

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the Contested Amount or (ii) delivery of a copy of the final decision of the majority of the arbitrators setting forth instructions to the Escrow Agent as to the release of the Escrowed Materials, if any, that shall be made with respect to the Contested Amount. If applicable, the Escrow Agent shall thereupon release the Escrowed Materials from escrow (to the extent Escrowed Materials are then held in escrow hereunder) in accordance with such agreement or instructions. Except as otherwise set forth herein, all costs and expenses of any proceeding described in this paragraph 3(f) shall be borne by the losing party in any such proceeding (with costs and expenses to be assessed and assigned by the arbitrator or arbitrators in the event of an arbitration in which there is no losing party) and, if the losing party is the Representative, such costs and expenses shall constitute Damages incurred or suffered by the Parent within the meaning of Section 6.1 of the Merger Agreement. Notwithstanding the foregoing provision of this Section 3(f), it is agreed that if a Contested Amount is less than $100,000, any arbitration with respect to such Contested Amount shall be conducted by a single arbitrator (rather than three arbitrators) appointed by mutual agreement of the Representative and the Parent or, failing such agreement within forty-five (45) days of delivery of the Arbitration Notice, appointed in accordance with the AAA Rules. In the event of arbitration by a single arbitrator, the Shareholders and the Parent shall bear equally the fees and expenses of the arbitrator and references herein to a majority of the arbitrators shall instead refer to such single arbitrator. The Escrow Agent shall be under no duty whatsoever to institute or defend any proceedings which might in its judgment involve expense or liability unless it shall have been furnished with indemnity acceptable to it. The Escrow Agent shall have the right to interplead the parties to any dispute in any court of competent jurisdiction and request that such court determine the respective rights of the parties with respect to this Escrow Agreement and, upon doing so, the Escrow Agent shall be released from any obligations or liability as a consequence of such claims or demands.

(h) If, at any time, there shall exist any dispute between Parent, Shareholders or the Representative with respect to the holding or disposition of any portion of the Escrowed Materials or any other obligations of Escrow Agent hereunder, or if at any time Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of any portion of the Escrowed Materials or Escrow Agent's proper actions with respect to its obligations hereunder,

or if Parent, the Shareholders and the Representative have not within 30 days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 4(b) hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

(i) suspend any distributions from the Escrow Account until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be); and/or

(ii) petition (by means of an interpleader action or any other

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appropriate method) any court of competent jurisdiction in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all funds held by it in the Escrowed Materials after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Parent, Shareholders, the Representative or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of funds held in the Escrowed Materials or any delay in or with respect to any other action required or requested of Escrow Agent.

(i) As far as possible, all releases of Escrowed Materials (other than Escrow Interest) shall be made one-half in Escrow Funds and one-half in Escrow Shares (valued for this purpose at the Parent Stock Price). The Escrow Agent may at any time request a Joint Written Direction specifying how the Escrowed Materials to be released are to be allocated between Escrow Funds and Escrow Shares.

4. Escrow Agent.

(a) Reasonable and documented fees, disbursements, expenses and advances of the Escrow Agent shall be borne by Parent. The fees of the Escrow Agent shall be in accordance with

Schedule 2 and shall be nonrefundable and paid in advance. The disbursements and expenses of the Escrow Agent shall be payable on demand.

(b) The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving notice of such resignation to the Parent and the Representative specifying a date not less than ten (10) business days following the date of such notice when such resignation shall take effect. Upon such notice, a successor escrow agent shall be selected by the Parent, subject to the reasonable approval of the Representative, such successor escrow agent to become the Escrow Agent hereunder upon the resignation date specified in such notice. If the Parent and the Representative are unable to agree upon a successor escrow agent within ten (10) business days after the date of such notice, the Escrow Agent may apply to a court of competent jurisdiction for such appointment. The Escrow Agent shall continue to serve hereunder until its successor accepts the escrow and acknowledges receipt of the Escrowed Materials then subject to this Escrow Agreement. The Parent, subject to the reasonable approval of the Representative, may at any time substitute a new escrow agent by giving notice thereof to the Escrow Agent then acting, provided that any such new escrow agent agrees to serve as Escrow Agent in accordance with the terms and provisions of an escrow agreement substantially identical to this Escrow Agreement except as

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to the name of the Escrow Agent.

(c) The Escrow Agent undertakes to perform only such duties as are specifically set forth herein and may conclusively rely and shall be protected in acting or refraining from acting on any written certificate, notice, instruction, instrument or signature believed by it to be genuine and to have been signed or presented by the proper party or parties hereto duly authorized to do so. The Escrow Agent shall have no responsibility for the contents of any writing contemplated herein and may rely without any liability upon the contents thereof. It is acknowledged by the parties hereto that the Escrow Agent is bound only by the terms of this Escrow Agreement, is not charged with knowledge of or any duties and responsibilities in connection with any other document or agreement and that the Escrow Agent shall not be required to use its discretion with respect to any matter that is the subject of this Escrow Agreement or with respect to instructions received under this Escrow Agreement.

(d) Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrowed Materials, any account in which Escrowed Materials are deposited, this Escrow Agreement or the Merger Agreement, or to appear in, prosecute or defend any such legal action or proceeding. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel. Parent and Shareholders, jointly and severally, shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel.

(e) The Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Escrowed Materials, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrowed Materials is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree say be subsequently reversed, modified, annulled, set aside or vacated.

(f) The Escrow Agent shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized hereby or within the rights or powers conferred upon it hereunder, or for any action taken or omitted to be taken by it in good faith and in accordance with

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advice of counsel (which counsel may be of the Escrow Agent's own choosing), and shall not be liable for any mistake of fact or error of judgment or for any act or omission of any kind unless caused by its own willful misconduct or gross negligence.

(g) From and at all times after the date of this Escrow Agreement, Parent and Shareholders, jointly and severally, shall, to the fullest extent permitted by law and to the extent provided herein, indemnify and hold harmless Escrow Agent and each director, officer, employee attorney, agent and affiliate of Escrow Agent (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorney's fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim demand, suit, action or proceeding (including any inquiry or investigation) by any person, including without limitation Parent or Shareholders, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Escrow Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. If any such action or claim shall be brought or asserted against any Indemnified Party, such Indemnified Party shall promptly notify Parent and Shareholders in writing, and Parent and Shareholders shall assume the defense thereof, including the employment of counsel and the payment of all expenses. Such Indemnified Party shall, in its sole discretion, have the right to employ separate counsel (who may be selected by such Indemnified Party in its sole discretion) in any such action and to participate in the defense thereof, and the fees and expenses of such counsel shall be paid by such Indemnified Party, except that Parent and/or Shareholders shall be required to pay such fees and expenses if (a) Parent and/or Shareholders agree to pay such fees and expenses, or (b) Parent and/or Shareholders shall fail to assume the defense of such action or proceeding or shall fail, in

the sole discretion of such Indemnified Party, to employ counsel satisfactory to the Indemnified Party in any such action or proceeding, (c) Parent or Shareholders is the plaintiff in any such action or proceeding or (d) the named or potential parties to any such action or proceeding (including any potentially impleaded parties) include both Indemnified Party and Shareholders and/or Parent, and Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to Shareholders or Parent. Parent and Shareholders

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shall be jointly and severally liable to pay fees and expenses of counsel pursuant to the preceding sentence, except that any obligation to pay under clause (a) shall apply only to the party so agreeing. All such fees and expenses payable by Shareholders and/or Parent pursuant to the foregoing sentence shall be paid from time to time as incurred, both in advance of and after the final disposition of such action or claim. All of the foregoing losses, damages, costs and expenses of the Indemnified Parties shall be payable by Parent and Shareholders, jointly and severally, upon demand by such Indemnified Party.

The obligations of Parent and Shareholders under this Section 4(g) shall survive any termination of this Escrow Agreement.

The parties agree that neither the payment by Parent or Shareholders of any claim by Escrow Agent for indemnification hereunder nor the disbursement of any amounts to Escrow Agent from the Escrow Funds in respect of a claim by Escrow Agent for indemnification shall impair, limit, modify, or affect, as between Parent and Shareholders, the respective rights and obligations of Parent, on the one hand, and Shareholders on the other hand, under the Merger Agreement. In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damages. If pursuant to this Section 4(g) the Parent or Shareholders pay more than fifty percent (50%) of any such liabilities or charges, all amounts so paid in excess of fifty percent (50%) shall (i) constitute Damages for which Parent is entitled to indemnification if the payment is made by Parent or (ii) offset Damages if the payment is made by Shareholders.

(h) The Parent and Shareholders, jointly and severally, agree to assume any and all

obligations imposed now or hereafter by any applicable tax law with respect to the payment of Escrowed Materials under this Escrow Agreement, and to indemnify and hold the Escrow Agent harmless from and against any taxes, additions for late payment, interest, penalties and other expenses, that may be assessed against the Escrow Agent on any such payment or other activities under the Escrow Agreement. The Parent and the Shareholders undertake to instruct the Escrow Agent in writing with respect to the Escrow Agent's responsibility for withholding and other taxes, assessments or other governmental charges, certifications and governmental reporting in connection with its acting as Escrow Agent under this Escrow Agreement. The Parent and the Shareholders, jointly and severally, agree to indemnify and hold the Escrow Agent harmless from any liability on account of taxes, assessments or other governmental charges, including without limitation in the withholding or deduction or the failure to withhold or deduct same, and any liability for failure to obtain proper certifications or to properly report to governmental authorities, to which the Escrow Agent may be or become subject in connection with or which arises out of this Escrow Agreement, including costs and expenses (including reasonable legal fees and expenses), interest and penalties. Notwithstanding the foregoing, no distributions will be made in accordance with Section 3 or upon the Escrow Release Date unless the Escrow Agent is supplied with an original, signed Form W-9 or its equivalent prior to any such distribution.

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(i) The Escrow Agent may execute any of its powers or responsibilities hereunder and exercise any rights hereunder either directly or by or through its agents or attorneys.

(j) The Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

(k) Escrow Agent shall invest and reinvest the funds held in the Escrowed Materials as the Parent and Representative jointly shall direct (subject to applicable minimum investment requirements) by the furnishing of a Joint Written Direction; provided, however, that no investment or reinvestment may be made except in the following:

(i) direct obligations of the United States of America or obligations the principal and the interest on which are unconditionally guaranteed by the United States of

America;

(ii) certificates of deposit issued by any bank, bank and trust company, or national banking association (including Escrow Agent and its affiliates), which certificates of deposit are insured by the Federal Deposit Insurance Corporation or a similar governmental agency;

(iii) repurchase agreements with any bank, trust company, or national banking association (including Escrow Agent and its affiliates); or

(iv) any money market fund substantially all of which is invested in the foregoing investment categories, including any money market fund managed by Escrow Agent and any of its affiliates.

If at any time Escrow Agent has not received from Parent and the Representative a Joint Written Direction at any time that an investment decision must be made, Escrow Agent shall invest the Escrowed Materials, or such portion thereof as to which no Joint Written Direction has been received, in investments described in clause (iv) above. Each of the foregoing investments shall be made in the name of Escrow Agent. No investment shall be made in any instrument or security that has a maturity of greater than six (6) months unless the Parent and Representative so request by Joint Written Direction. Notwithstanding anything to the contrary contained herein, Escrow Agent may, without notice to the Parent or Shareholders, sell or liquidate any of the foregoing investments at any time if the proceeds thereof are required for any release of funds permitted or required hereunder, and Escrow Agent shall not be liable or responsible for any loss, cost or penalty resulting from any such sale or liquidation. With respect to any funds received by Escrow Agent for deposit into

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the Escrowed Materials or any Joint Written Direction received by Escrow Agent with respect to investment of any funds in any Escrowed Materials after ten o'clock, a.m., Charlotte, North Carolina time, Escrow Agent shall not be required to invest such funds or to effect such investment instruction until the next day upon which banks in Charlotte, North Carolina are open for business.

5. Valuation of Escrowed Materials. For purposes of this Agreement and the Merger, "Parent Stock Price" means $22.30 per share of parent Common Stock. The Stock Portion of the Escrowed Materials to be delivered to the Parent pursuant to this Escrow Agreement in respect of an

Indemnifiable Claim shall be deemed to have a value equal to the Parent Stock Price, provided that if prior to any such delivery the Parent splits or combines the Parent Common Stock, or pays a dividend or other distribution in Parent Common Stock, then such deemed value of Parent Common Stock shall be appropriately adjusted to reflect such split, combination, dividend or distribution. The Parent and Representative shall notify the Escrow Agent by Joint Written Direction of any such stock split, combination, dividend or distribution. Any interest accrued on the Cash Portion of the Escrowed Materials shall be deemed part of the Escrowed Materials. The value of Escrowed Materials other than cash and Parent Stock, if any, shall be determined by the Parent and Representative in good faith and set forth in a Joint Written Direction to the Escrow Agent.

6. The Representative.

(a) The Representative has been authorized, designated and appointed to act as the sole and exclusive agent, attorney-in-fact and representative of each of the Shareholders, and as such has been authorized and directed to (i) take any and all actions (including without limitation executing and delivering any documents, incurring any costs and expenses for the account of the Shareholders (which will constitute Damages incurred or suffered by the Parent within the meaning of Sec-tion 6.1(a) of the Merger Agreement) and making any and all determinations) which may be required or permitted by this Escrow Agreement or the Merger Agreement to be taken by the Shareholders or the Representative, (ii) exercise such other rights, power and authority as are authorized, delegated and granted to the Representative under this Escrow Agreement and the Merger Agreement in connection with the transactions contemplated hereby and thereby and (iii) exercise such rights, power and authority as are incidental to the foregoing. Any such actions taken, exercises of rights, power or authority, and any decision or determination made by the Representative consistent therewith, shall be absolutely and irrevocably binding on each Shareholder as if such Shareholder personally had taken such action; exercised such rights, power or authority or made such decision or determination in such Shareholder's individual capacity. The Representative hereby acknowledges that he has full power and authority to act in the premises (including, without limitation, the power and authority, on behalf of the Shareholders, to execute and deliver any certificate, notice or

instructions hereunder) and to designate and appoint a substitute or substitutes

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to act hereunder with the same power and authority as the Representative would have if personally acting.

(b) The Representative shall be permitted to retain counsel, consultants and other advisors and shall promptly notify the Parent after retaining any such person.

(c) The Representative shall not be liable to the Shareholders for the performance of any act or the failure to act under in connection with this Escrow Agreement so long as he acted or failed to act in good faith in what he reasonably believed to be the scope of his authority and for a purpose which he reasonably believed to be in the best interests of the Shareholders.

7. Termination. This Escrow Agreement shall terminate upon the later of (i) the Escrow Release Date or (ii) the release by the Escrow Agent of all of the Escrowed Materials in accordance with this Escrow Agreement; provided that the provisions of Sections 4(d), 4(e), 4(f), 4(g) and 4(h) shall survive such termination or the resignation or removal of the Escrow Agent pursuant to Section 4(b) hereof.

8. Representations. Each of the parties represents and warrants that he or it has all requisite power and authority (corporate or otherwise) to execute and deliver this Escrow Agree-ment, to perform his or its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by such party of this Escrow Agreement, the performance by such party of its obligations hereunder and the consummation by such party of the transactions contemplated hereby have been duly and validly authorized by all necessary action (corporate or otherwise) on the part of such party. This Escrow Agreement has been duly and validly executed and delivered by such party and constitutes a valid and binding obligation of such party, enforceable against such party in accordance with its terms.

9. Miscellaneous.

(a) This Escrow Agreement shall be construed and the rights and duties of the parties determined in accordance with the laws of the State of Delaware, without giving effect to the conflicts of law principles thereof.

(b) This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors.

(c) This Escrow Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument.

(d) This Escrow Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Escrow Agreement and supersedes all prior agreements or understandings, written or

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oral, between the parties with respect to the subject matter hereof.

(e) No waiver by any party hereto of any condition or of any breach of any provision of this Escrow Agreement shall be effective unless in writing. No waiver by any party of any such condition or breach in any one instance shall be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other provision contained herein.

(f) This Escrow Agreement may be amended only with the written consent of the Parent, the Escrow Agent and the Representative.

(g) All notices, instructions and other communications given hereunder or in connection herewith shall be in writing. Any such notice, instruction or communication shall be sent either (i) by registered mail, return receipt requested, postage prepaid, (ii) via a reputable nationwide overnight courier service, (iii) by certified mail, return receipt requested, postage prepaid, or (iv) by telecopy, in each case to the address set forth below. Any such notice, instruction or communication shall be deemed to have been delivered upon receipt of confirmation of delivery after it is sent by registered or certified mail, return receipt requested, postage prepaid, one business day after it is sent via a reputable nationwide overnight courier service, or upon receipt of confirmation of delivery of a telecopy.

If to the Parent:

American Business Information, Inc.
5711 S. 86th Circle
Omaha, NE 68127
Attention: Chief Executive Officer
Telecopy: (402) 339-0265

Copy to:

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304-1050
Attention: Francis S. Currie
Telecopy: (415) 493-6811

If to the Representative:

Paul Goldner
1600 Parker Ave.
Apartment 26G
Fort Lee, NJ 07024

Telecopy:

Copy to:

Sokol, Behot, Fiorenzo
433 Hackensack Avenue
Hackensack, NJ 07601

Attention: Leon Sokol
Telecopy: (201) 488-6541

If to the Escrow Agent:

First Union National Bank of North Carolina
230 South Tryon Street, 9th Floor
Charlotte, NC 28288-1179

Attention: Shannon Stahel, Trust Officer
Telecopy: (704) 383-7316

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If to Parent's Transfer Agent:

Norwest Bank of Minnesota, NA
161 N. Concord Exchange
South St. Paul, Minnesota 55075

Attn: Mary Fitzgerald
Telecopy: (612) 450-4078

Any party may give any notice, instruction or communication in connection with this Escrow Agreement using any other means (including personal delivery, telecopy of ordinary mail), but no such notice, instruction or communication shall be deemed to have been delivered unless and until it is received by the party to whom it was sent. Any party may change the address to which notices, instructions or communications are to be delivered by giving the other parties to this Escrow Agreement notice thereof in the manner set forth in this Section 9(g).

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

AMERICAN BUSINESS INFORMATION, INC.

By:
Vinod Gupta

President and CEO

REPRESENTATIVE

By:
Paul Goldner, in his capacity as Representative

FIRST UNION NATIONAL BANK OF NORTH
CAROLINA as ESCROW AGENT

By:
Name:
Title:

SHAREHOLDERS

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By:
Paul Goldner,
individually

Trustees of the Paul A. Goldner Retained Annuity Trust

By:
Mark Goldner
Its: Trustee

By:
Helene Hordes
Its: Trustee

Trustees of the Database America
Companies Retirement Trust

By:
Paul Goldner
Its: Trustee

By:
Jeffrey Brenner
Its: Trustee

SCHEDULE 1

PRO RATA INTERESTS

Paul Goldner, as individual	65.0674%
Trustees of the Paul A. Goldner Retained Annuity Trust	24.9326%
Trustees of the Database America Companies Retirement Trust	10%

SCHEDULE 2

SCHEDULE OF FEES

AMERICAN BUSINESS INFORMATION, INC.

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ESCROW AGENT SERVICES

I. ACCEPTANCE FEE $500

Initial fee for reviewing documents, communication with counsel and other parties connected with the financing, setting up accounts and administration records.

II. ADMINISTRATION FEE $3,250 Annually in Advance

Day-to-day administration of governing documents, maintenance of investments, communications with obligor and providing statements, and other duties defined in the Escrow Agreement.

III. OUT-OF-POCKET EXPENSES

Advance or out-of-pocket expenses including but not limited to postage, telephone, freight, legal, courier and express mail will be billed in addition to the fees quoted herein.

IV. OPTIONAL ACTIVITY CHARGES

A. Wire Transfers — $25 Per Transfer
Initial 6 included

B. Disbursements — $25 Per Disbursement
Initial 6 included

V. INVESTMENT ALTERNATIVES

A. Directed Securities Transactions — $25 Per Buy/Sell

B. Automatic Cash Sweep (U.S. Treasury Portfolio, 12B1 Daily Money Market Fund) — 30 Basis Points Annualized, Net of Income

Note: No tax reporting or escrow valuation services are provided within this fee structure.

February 11, 1997

DBA Holdings, Inc.
100 Paragon Drive
Montvale, NJ 07645-0416

Paul Goldner

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Mark Goldner and Helene Hordes as Trustees of
The Paul A. Goldner Retained Annuity Trust

Trustees of the 1988 Database America
Companies Retirement Trust

Ladies and Gentlemen:

Reference is made to the Agreement and Plan of Reorganization by and among American Business Information, Inc., a Delaware corporation ("Parent"), info USA, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), DBA Holdings, Inc., a New Jersey corporation ("DBA"), Paul Goldner as individual, Mark Goldner and Helene Hordes as Trustees of the Paul A. Goldner Retained Annuity Trust, and Trustees of the 1988 Database America Companies Retirement Trust, dated as of February 3, 1997 (the "Agreement"). The Agreement provides for the merger of Parent and DBA (the "Merger") pursuant to a statutory merger of DBA with and into Merger Sub on the terms and conditions set forth in the Agreement. This opinion is rendered to you pursuant to Section 5.2(c) of the Agreement, and all capitalized terms used herein and not otherwise defined shall have the meanings defined for them in the Agreement. As used here, the "Transaction Agreements" include the Agreement and the Registration Rights and Stock Restriction Agreement and Escrow Agreement referred to therein.

We have acted as counsel for Parent and Merger Sub in connection with the negotiation of the Agreement and the transactions described therein and the effectuation of the Merger. As such counsel, we have made such legal and factual examinations and inquiries as we have deemed advisable or necessary for the purposes of rendering this opinion. In addition, we have examined originals or copies of documents, corporate records and other writings that we consider relevant for the purposes of this opinion. In such examination, we have assumed the genuineness of all signatures on original documents, the conformity to original documents of all copies submitted to us and the due execution and delivery of all documents by any party other than Parent or Merger Sub where due execution and delivery are a prerequisite to the effectiveness thereof. In rendering this opinion we have relied on and assumed the correctness and completeness of certificates of government officials and reports of professional filing service companies. As to questions of fact, we have relied upon certificates and statements of officers and representatives of Parent. In addition, we have assumed that the representations and warranties of DBA set forth in the Agreement and other documents delivered by DBA to Parent and Merger Sub in connection with the Merger are true and correct as of the date hereof.

In making our examination of documents and instruments executed by persons or entities other than Parent, we have assumed, without investigation, the power and legal capacity of each such person or other entity to enter into and perform all its obligations under such documents and instruments, the due authorization by each such other person or entity of all requisite action with respect to such documents and instruments and the due execution and delivery by each such other person or entity of such documents and instruments.

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The opinions hereinafter expressed are subject to the following qualifications:

(a) We express no opinion as to the effect or availability of rules of law governing specific performance, injunctive relief, indemnification, or other equitable remedies (regardless of whether any such remedy is considered in a proceeding at law or in equity);

(b) We express no opinion as to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar federal or state laws affecting the rights of creditors generally;

(c) We express no opinion as to the enforceability of the indemnification and contribution provision contained in the Registration Rights Stock Restriction Agreement;

(d) We express no opinion as to compliance with applicable anti-fraud provisions of federal or state securities laws; and

(e) We are members of the Bar of the State of California and we express no opinion as to any matter relating to laws of any other jurisdiction other than the laws of the United States of America and the Delaware General Corporation Law.

Based upon and subject to the foregoing, we are of the opinion that:

1. Each of Parent and Merger Sub is a corporation duly organized, validly existing and in corporate good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

2. Each of Parent and Merger Sub has the requisite corporate power and authority to execute and deliver the Transaction Agreements, to perform their respective obligations thereunder and to consummate the transactions contemplated thereby. The execution and delivery of the Transaction Agreements by each of Parent and Merger Sub and the consummation by each of Parent and Merger Sub of the transactions contemplated thereby have been duly and validly authorized by all necessary corporate action on the part of each of Parent and Merger Sub, and no other corporate proceedings on the part of either Parent or Merger Sub are necessary to authorize the Transaction Agreements or to consummate the transactions contemplated by the Agreement. Assuming the due authorization, execution and delivery of the Transaction Agreements by the other parties thereto, the Transaction Agreements constitute valid and legally binding obligations of Parent and Merger Sub and will be enforceable against each in accordance with their terms.

3. No consent, approvals order or authorization of, or registration, declaration or filing with, any governmental entity is required by or with respect to ABI or Merger Sub for the execution and delivery of the Agreement and the consummation by ABI and Merger Sub of the transactions contemplated thereby,

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other than (i) the filing of the Certificates of Merger with the Secretary of State of Delaware and the Secretary of State of New Jersey, (ii) such consents, approvals and filings as have already been have been obtained or been made, and (iii) filings required to be made after the Effective Time pursuant to the Securities Exchange Act of 1934, as amended.

4. The Parent Common Stock to be issued in the Merger is duly authorized and, when issued in accordance with the Agreement, will be validly issued, fully paid and nonassessable.

5. To our knowledge, there is no private or governmental litigation, proceeding, claim, investigation, judgment or decree in effect, pending or threatened against ABI or Merger Sub or its properties or assets that questions the validity of the Agreement or challenges the authority of ABI or Merger Sub to enter into the Agreement or effectuate the Merger or that, if determined adversely, would have a Material Adverse Effect on ABI.

6. Neither the execution and delivery by ABI and Merger Sub of the Transaction Agreements, nor the consummation of the Merger will violate any provision of the Certificates of Incorporation or By-Laws of ABI or Merger Sub, as each is in effect as of the date hereof, nor to our knowledge will it violate any material order, writ, injunction or decree, or any statute, rule or regulation applicable to ABI or Merger Sub or their properties or assets where such violation would have a material adverse effect on the business and financial condition of ABI or Merger Sub.

7. The Certificate of Merger to be filed in Delaware is in proper form. Assuming that all necessary corporate action with respect to the Merger has been taken by DBA under the New Jersey Business Corporation Law, and assuming that the Certificate of Merger to be filed in New Jersey has been filed, upon the consummation of the transactions contemplated by the Agreement and filing of the Certificate of Merger in Delaware, the Merger will be effective under Delaware Law.

This opinion is solely for your benefit in connection with the consummation of the Merger pursuant to the Agreement, and is not to be made available to or relied upon by any other person without our express prior written consent.

Very truly yours,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

February 24, 1997

American Business Information, Inc.
5711 South 86th Circle
Omaha, Nebraska 68127

info. USA, Inc.
100 Paragon Drive
Montvale, New Jersey 07645-0416

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Ladies and Gentlemen:

Reference is made to the Agreement and Plan of Reorganization by and among American Business Information, Inc., a Delaware corporation ("Parent"), infoUSA, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), DBA Holdings, Inc., a New Jersey corporation ("DBA"), Paul Goldner, Mark Goldner and Helene Hordes as Trustees of the Paul A. Goldner Retained Annuity Trust, and the Trustees of the Database America Companies Retirement Trust (collectively the "Shareholders"), dated as of February 11, 1997 (the "Agreement"). The Agreement provides for the merger of Parent and DBA (the "Merger") pursuant to a statutory merger of DBA with and into Merger Sub on the terms and conditions set forth in the Agreement. This opinion is rendered to you pursuant to Section 5.3(d) of the Agreement, and all capitalized terms used herein and not otherwise defined shall have the meanings defined for them in the Agreement.

We have acted as counsel for DBA and the Shareholders in connection with the review and negotiation of the Agreement, Transaction Agreements (as defined in the Agreement), and the effectuation of the Merger (the Agreement and the Transaction agreements are collectively referred to as the "Agreements"). As such counsel, we have made such legal and factual examinations and inquiries as we have deemed advisable or necessary for the purposes of rendering this opinion. In addition, we have examined originals or copies of documents, corporate records and other

writings that we consider relevant for the purposes of this opinion. In such examination, we have assumed the genuineness of all signatures on original documents, the conformity to original document of all copies submitted to us and the due execution and delivery of all documents by any party other than DBA or Shareholders where due execution and delivery are a prerequisite to the effectiveness thereof. In rendering this opinion we have relied on and assumed the correctness and completeness of certificates of government officials and reports of professional filing service companies. As to questions of fact, we have assumed that the representations and warranties of DBA and Shareholders set forth in the Transaction Agreements and other documents delivered by DBA and Shareholders to Parent and merger Sub in connection with the Merger are true and correct as of the date hereof and relied thereon. Although nothing has come to our attention leading us to question the accuracy of such certificates and information, we have not made any independent review or investigations thereof other than inquiry of DBA and its subsidiary corporations. In addition, we have assumed that the representations and warranties of Parent and Merger Sub set forth in the Agreement and other documents delivered by Parent and merger Sub to DBA and Shareholders in connection with the Merger are true and correct as of the date hereof.

In making our examination of documents and instruments executed by persons or entities other than DBA, we have assumed, without investigation, the power and legal capacity of each such person or other entity to enter into and perform all its obligations under such documents and instruments, the due authorization

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by each such other person or entity of all requisite action with respect to such documents and instruments and the due execution and delivery by each such other person or entity of such documents and instruments.

The opinions hereinafter expressed are subject to the following qualifications:

(a) We express no opinion as to the effect or availability of rules of law governing specific performance, injunctive relief, indemnification, or other equitable remedies (regardless of whether any such remedy is considered in a proceeding at law or in equity);

(b) We express no opinion as to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar federal or state laws affecting the rights of creditors generally;

(c) We express no opinion as to compliance with applicable anti-fraud provisions of federal or state securities laws;

(d) We are members of the Bar of the State of New Jersey and we express no opinion as to any matter relating to laws of any jurisdiction other than the laws of the United States of America and the New Jersey Business Corporation Law.

(e) The opinions contained herein are as of the state of the laws as of the date hereof. We offer no opinions as to future changes resulting from legislation, promulgation of regulations or judicial decisions. The undersigned assumes no obligations to update the opinions contained herein.

Based upon and subject to the foregoing, we are of the opinion that:

1. DBA is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey, with all requisite corporate power and authority to own, lease, use and operate its properties and to transact its business as presently conducted.

2. DBA's authorized capital stock consists of 2,000 shares of Class A Voting Common Stock, of which there are 1,000 shares issued and outstanding, and 20,000 shares of Class B Non-Voting Common Stock, of which 9,000 are issued and outstanding. The record holders of the shares of Class A Common Stock and Class B Common Stock as of the date hereof are listed on Exhibit A attached hereto. To our knowledge other than set forth in the Agreement, there are no options, warrants, calls, rights or agreements to which DBA is a party, or by which DBA is bound, obligating DBA to issue additional shares of capital stock or to purchase capital stock or other agreements restricting the transfer of any of the outstanding shares. Each of the shares of Class A Common Stock as Class B Common Stock outstanding as of the date hereof has been duly authorized and validly issued, is fully paid and non-assessable and has not been issued in violation of any preemptive right of shareholders contained in the Restated Articles of Incorporation, Bylaws or Reviewed Agreements.

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3. To our knowledge, DBA directly or indirectly holds all outstanding capital stock of the following corporations (the "Subsidiaries"): (a) Ed Burnett Consultants, Inc., a New York corporation, (b) DBA-FL, Inc., a New Jersey corporation, (c) Magi Direct, Inc., a New Jersey corporation, (d) Database Holdings, Inc., a Delaware corporation, and (e) Database America Companies, Inc. (formerly known as Ed Burnett Consultants, Inc.), a New Jersey corporation. Exhibit A sets forth for each Subsidiary (except Ed Burnett Consultants, Inc., a New York corporation) the authorized capital stock, the issued and outstanding capital stock and the record holders of such capital stock. To our knowledge, there are no options, warrants or other rights,

absolute or contingent, to acquire directly or directly any shares of the capital stock of any Subsidiary, nor are there any agreements to which DBA or any Subsidiary is a party or by which it is bound that may obligate DBA to grant, issue or enter into any such option, warrant or other right.

4. DBA has the requisite corporate power and authority to execute and deliver the Agreements, to out the terms thereof, and to consummate the Merger. The Agreements have been duly approved by the Board of Directors and the unanimous vote of the shareholders of DBA. No other corporate act or proceeding on the part of DBA or its shareholders is necessary to authorize DBA and the Shareholders to execute and deliver the Agreements, to carry out the terms thereof, and to consummate the Merger. The Agreements have been duly authorized, executed and delivered by DBA and the Shareholders and, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitute valid and legally binding obligations of DBA and the Shareholders enforceable against them in accordance with their terms.

5. Except as set forth in the Agreement, neither the execution and delivery by DBA of the Agreement, nor the consummation of the Merger will:

(a) violate any provision of the Certificate of Incorporation or Bylaws by DBA, as each is in effect as of the date hereof; or

(b) to the best of our knowledge violate any material order, writ, injunction or decree, or any statute, rule or regulation, applicable to DBA, its Subsidiaries or their properties or assets where such violation would have a material adverse effect on the business or financial condition of DBA.

6. Except as set forth in the Agreement, to our knowledge, neither the execution and delivery of the Agreement nor the consummation of the Merger, or compliance by DBA with any of the provisions thereof, will require the consent or approval of, or review by, any governmental agency or any party not already obtained other than the filing of the Certificate of Merger in the appropriate offices.

7. To our knowledge, there is no litigation, proceeding, claim or governmental investigation in effect, pending or threatened against DBA, its Subsidiaries or their properties or

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assets other than as disclosed in the Company Disclosure Letter, that questions the validity of the Agreement or challenges the authority of DBA to enter into the Agreement or effectuate the Merger or that if determined adversely, would have a Material Adverse Effect on DBA, or the validity of, or the enforceability against DBA or the Shareholders of the Agreement.

8. The Certificate of Merger to be filed in new Jersey is in proper form. Assuming that all necessary corporate action with respect to the Merger has been taken by ABI and info USA, Inc. under the Delaware General Corporation Law, and assuming that the Certificate of merger to be filed in Delaware is duly filed, upon the consummation of the transactions contemplated by the Agreement and the filing of the Certificate of Merger in New Jersey, the Merger will be effective under New Jersey law.

This opinion is for the benefit of Parent and Merger Sub in connection with the consummation of the transactions contemplated by the Reviewed Agreements and is not to be made available to or relied upon by any other person without our express prior written consent.

Very truly yours,

Sokol, Behot & Fiorenzo

EXHIBIT A

Class A Voting Common Stock

Name

Number of Shares

Paul Goldner
900

Database America Companies
Retirement Trust
100

Class B Non-Voting Common Stock

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Name	Number of Shares
Mark Goldner and Helene Hordes as Trustees of the Paul A. Goldner Retained Annuity Trust	2,493.26
Paul Goldner	5,606.74
Database America Companies Retirement Trust	900

EXHIBIT B

Subsidiary	Authorized Stock	Issued	Record Holder
DBA-FL, Inc.	2,500 shares no par value	100 shares	DBA Holdings, Inc.
MagiDirect, Inc.	2,500 shares no par value	100 shares	DBA Holdings, Inc.

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Database Holdings, Inc.*
3,000 shares of common
stock $.01 par value
1,000 shares
DBA Holdings, Inc.

Database America
Companies, Inc.
2,500 shares no par value
500 shares
DBA Holdings, Inc.

*Based on representations from Duane, Morris & Heckscher, Esqs.

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Exhibit 10.10

AGREEMENT AND PLAN OF MERGER
OF INFO USA, INC.
A DELAWARE CORPORATION
AND
DBA HOLDINGS, INC.
A NEW JERSEY CORPORATION

THIS AGREEMENT AND PLAN OF MERGER dated as of February __ , 1997, (the "AGREEMENT") is between info USA, Inc., a Delaware corporation ("info USA") and DBA Holdings, Inc., a New Jersey corporation ("DBA"). info USA and DBA are sometimes referred to herein as the "CONSTITUENT CORPORATIONS."

R E C I T A L S

A. info USA is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 2,000 shares, all of which are designated "COMMON STOCK", $.001 par value. As of the date hereof, 1,000 shares of Common Stock were issued and outstanding, all of which were held by American Business Information, Inc., a Delaware corporation ("ABI").

B. DBA is a corporation duly organized and existing under the laws of the State of New Jersey and has an authorized capital of 22,000 shares, 2,000 of which are designated "CLASS A VOTING COMMON STOCK", no par value and 20,000 of which are designated "CLASS B NON-VOTING COMMON STOCK", no par value (collectively, the "DBA COMMON STOCK"). As of the date hereof, 1,000 shares of Class A Voting Common Stock were issued and outstanding, and 9,000 shares of Class B Non-Voting Common Stock were issued and outstanding.

C. The Board of Directors and shareholders of DBA have determined that it is advisable and in the best interests of DBA that DBA merge with and into info USA upon the terms and conditions herein provided.

D. The respective Boards of Directors of info USA and DBA have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders, if necessary, and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, info USA and DBA hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the

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Delaware General Corporation Law and the New Jersey Business Corporation Act, DBA shall be merged with and into info USA (the "MERGER"), the separate existence of DBA shall cease and info USA shall be, and is herein sometimes referred as, the "SURVIVING CORPORATION", and the name of the Surviving Corporation shall be info USA

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the New Jersey Business Corporation Act;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Certificate of Merger meeting the requirements of the New Jersey Business Corporation Act shall have been filed with the Secretary of State of the State of New Jersey; and

(d) An executed Certificate of Merger meeting the requirements of the Delaware General Corporation Law and referencing this Agreement shall have been filed with the Secretary of State of the State of Delaware.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "EFFECTIVE DATE OF THE MERGER."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of DBA shall cease and info USA, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and DBA's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of DBA in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, and Section 14A:10-6 of the New Jersey Business Corporation Act, (iv) shall continue to be subject to all of the debts, liabilities and obligations of info USA as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of DBA in the same manner as if info USA had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the New Jersey Business Corporation Act.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

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2.1 Certificate of Incorporation. The Certificate of Incorporation of info USA as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and of applicable law.

2.2 Bylaws. The Bylaws of info USA as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

III MANNER OF CONVERSION OF STOCK

3.1 Exchange. At the time the Merger becomes effective (the "EFFECTIVE TIME"), each share of issued and outstanding DBA Common Stock shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for (subject to escrow provisions set forth below and in the Escrow Agreement, as defined below): (i) the Cash Portion of the Final Purchase Price (as defined below) and (ii) the Stock Portion of the Final Purchase Price (as defined below), in each case divided by the aggregate number of shares of DBA Common Stock issued and outstanding immediately prior to the Effective Time, subject to the provisions of this Article III.

3.2 Final Purchase Price. The "FINAL PURCHASE PRICE" shall be equal to (i) two hundred percent (200%) of the DBA's net sales revenue for the fiscal year ended January 31, 1997 excluding (A) freight revenue, (B) sales taxes and (C) the cost of obtaining the third party lists for the year ended January 31, 1997, all determined in accordance with generally accepted accounting principles ("GAAP") consistently applied, plus (ii) one hundred percent (100%) of DBA's freight revenue for the year ended January 31, 1997 determined in accordance with GAAP consistently applied, plus (iii) the net tangible asset value of DBA's assets as of January 31, 1997 determined in accordance with GAAP consistently applied, after deducting (X) payment (or creation of a reserve for payment) to present and past employees of DBA under the Company's Employment Termination Agreements and other deferred compensation and an aggregate of $2,500,000 of bonuses as set forth in the Agreement and Plan of Reorganization among DBA, info USA, American Business Information, Inc., a Delaware corporation ("ABI") and the shareholders of DBA ("the REORGANIZATION AGREEMENT"), (Y) payment (or creation of a reserve for payment) of all Transaction Expenses (as defined in the Reorganization Agreement) incurred or to be incurred by DBA or its shareholders, and (Z) a reserve to reflect the difference between the payments made by the Company under the two split-life insurance policies and the cash surrender value of such policies as of January 31, 1997, plus (iv) the tax benefit at the Effective Date of the Merger, if any, to ABI and the Surviving Corporation resulting from payments to be made under the Company's Employment Termination

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Agreements and payment of the $2,500,000 in bonuses or certain adjustments of split-dollar life insurance policy values. The calculation of the Final Purchase Price shall be based upon DBA's consolidated financial statement at and for the fiscal year ended January 31, 1997, determined in accordance with

GAAP consistently applied, as audited by BDO Seidman. The Reorganization Agreement provides that the parties will seek to determine the Final Purchase Price within sixty (60) days after the Effective Time.

3.3 Preliminary Purchase Price. The "PRELIMINARY PURCHASE PRICE" is $97,261,301.

3.4 Payment in Cash and Stock; Valuation of Stock. One-half of both the Final Purchase Price and the Preliminary Purchase Price will be paid in cash (the "CASH PORTION") and one-half will be paid in Parent Common Stock (the "STOCK PORTION"). For this purpose, Parent Common Stock will be valued at $ 22.30 per share (the "PARENT STOCK PRICE"). Any fractional shares will be rounded up to the nearest whole number.

3.5 Payment of Preliminary and Final Purchase Price. At the Effective Time, ABI will deliver $48,630,650, which represents the Cash Portion of the Preliminary Purchase Price, and within ten (10) business days after the Closing, ABI will deliver stock certificates for 2,180,747 shares of ABI Common Stock, which represents the Stock Portion of the Preliminary Purchase Price. Seventy percent (70%) of both the Cash Portion and the Stock Portion of the Preliminary Purchase Price will be released to the DBA shareholders, and the remaining thirty percent (30%) will be placed in escrow pursuant to the Escrow Agreement among DBA, ABI, the shareholders of DBA and the First Union National Bank of North Carolina as Escrow Agent (the "ESCROW AGREEMENT") pending determination of the Final Purchase Price. After the parties have determined the Final Purchase Price, ABI will make additional payments (or, if applicable, the DBA shareholders will make refunds to DBI) of cash and shares of ABI Common Stock for any difference between the Preliminary Purchase Price and the Final Purchase Price, including interest on the Cash Portion of the difference calculated from Closing through payment of the Final Purchase Price at 5.5% per annum, and cash and shares of ABI Common Stock will be added to or released from the escrow account so that, following distributions to DBA shareholders, the Escrow Agent will hold, pursuant to the Escrow Agreement, ten percent (10%) of both the Cash Portion and the Stock Portion of the Final Purchase Price, and ninety percent (90%) of the Cash Portion and Stock Portion of the Final Purchase Price will have been distributed to the DBA shareholders.

3.6 Cancellation of Company-Owned Stock. Each share of DBA Common Stock owned by DBA or any direct or indirect wholly-owned subsidiary of DBA

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immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof.

3.7 <u>No Further Ownership Rights in DBA Common Stock.</u> Following the Effective Time, the DBA shareholders shall have no further rights in the DBA Common Stock, and there shall be no further registration of transfers on the records of the Surviving Corporation of shares of DBA Common Stock which were outstanding immediately prior to the Effective Time.

3.8 <u>Adjustments to Final Purchase Price.</u> If it is discovered prior to one year after the filing of this Agreement and Plan of Merger with the State of New Jersey (or, with respect to matters referred to in sections 2.9, 2.22, 6.1(a)(iii) and 6.1(a)(iv) of the Reorganization Agreement, prior to 30 days after the expiration of the relevant statute of limitations) that the Final Purchase Price was

incorrectly calculated because the audited DBA financial statements at and for the fiscal year ended January 31, 1997 failed to include assets that should have been included, or did include assets that should not have been included, or failed to include revenues that should have been recognized in fiscal 1997, or did include revenues that should not have been recognized, under GAAP consistently applied, then the amount of such understatement or overstatement shall be credited to the shareholders of DBA or to ABI, and compensating payments made, as appropriate. Such adjustment to the Final Purchase Price shall be made once, at or shortly before one year from the Effective Time, except that later adjustments referred to in the parenthetical in the first sentence hereof shall be made when determined.

IV. GENERAL

4.1 <u>Covenants of info USA.</u> info USA covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of New Jersey and in connection therewith irrevocably appoint an agent for service of process as required under the relevant provisions of the New Jersey Business Corporation Act.

(b) Take such other actions as may be required by the New Jersey Business Corporation Act.

4.2 <u>Further Assurances.</u> From time to time, as and when required by info USA or by its successors or assigns, there shall be executed and delivered on behalf of DBA such deeds and other instruments, and there shall be taken or

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caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by info USA the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of DBA and otherwise to carry out the purposes of this Agreement, and the officers and directors of info USA are fully authorized in the name and on behalf of DBA or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of New Jersey, provided that, without the consent of shareholders of both Constituent Corporations in accordance with their respective certificates of incorporation and by-laws, an amendment made subsequent to the adoption of this Agreement by the Board of Directors of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of

this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.4 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, DE 19801 and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.5 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 100 Paragon Drive, Montvale, N.J. 07645, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

4.6 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the New Jersey Business Corporation Act.

IN WITNESS WHEREOF, this Agreement having first been approved by the

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resolutions of the Board of Directors of DBA and info USA is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

info USA, INC.
a Delaware corporation

By: ________________________________
Vinod Gupta, President and
Chief Executive Officer

ATTEST:

____
Jon Wellman, Secretary

DBA Holdings, Inc.
a New Jersey corporation

By: ________________________________
Paul A. Goldner, President

ATTEST:

____
Mark Goldner, Assistant Secretary

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Exhibit 10.11

CREDIT AGREEMENT, dated as of the 14th day of February, 1997, by and among AMERICAN BUSINESS INFORMATION, INC., a corporation organized under the laws of Delaware (the "Borrower"), the Lenders who are or may become a party to this Agreement, and FIRST UNION NATIONAL BANK OF NORTH CAROLINA, as Agent for the Lenders.

STATEMENT OF PURPOSE

The Borrower has entered into the Agreement and Plan of Reorganization dated as of February 14, 1997 by and among the Borrower; Info USA, Inc. (the "Merger Sub"); DBA Holdings, Inc. ("DBA"); Paul Goldner; Mark Goldner and Helene Hordes, as Trustees of the Paul A. Goldner Retained Annuity Trust; and Trustees of the Database America Companies Retirement Trust (the "Acquisition Agreement"), pursuant to which DBA will merge with and into the Merger Sub and all of the outstanding common stock of DBA will be exchanged for a combination of cash and common stock in the Borrower (the "Acquisition and Merger"). The Borrower has requested, and the Lenders have agreed, to extend a credit facility to the Borrower on the terms and conditions of this Agreement in order to finance a portion of the costs of the Acquisition and Merger, to refinance certain existing Debt and for working capital purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, such parties hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1 Definitions. The following terms when used in this Agreement shall have the meanings assigned to them below:

"Acquisition and Merger" shall have the meaning assigned thereto in the Statement of Purpose hereof.

"Acquisition Agreement" shall have the meaning assigned thereto in the Statement of Purpose hereof.

"Affiliate" means, with respect to any Person, any other Person (other than a Subsidiary) which directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first

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Person or any of its Subsidiaries. The term "control" means (a) the power to vote five percent (5%) or more of the securities or other equity interests of a Person having ordinary voting power, or (b) the possession, directly or indirectly, of any other power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agent" means First Union in its capacity as Agent hereunder, and any successor thereto appointed pursuant to Section 12.9.

"Agent's Office" means the office of the Agent specified in or determined in accordance with the provisions of Section 13.1.

"Aggregate Commitment" means the aggregate amount of the Lenders' Commitments hereunder, as such amount may be reduced or modified at any time or from time to time pursuant to the terms hereof. On the Closing Date, the Aggregate Commitment shall be Sixty-five Million and No/100 Dollars ($65,000,000).

"Agreement" means this Credit Agreement, as amended, amended and restated, modified or supplemented from time to time.

"Application" means an application, in the form specified by the Issuing Lender from time to time, requesting the Issuing Lender to issue a Letter of Credit.

"Applicable Law" means all applicable provisions of constitutions, statutes, laws, rules, treaties, regulations and orders of all Governmental Authorities and all orders and decrees of all courts and arbitrators.

"Applicable Margin" shall have the meaning assigned thereto in Section 4.1(c).

"Assignment and Acceptance" shall have the meaning assigned thereto in Section 13.10.

"Available Commitment" means, as to any Lender at any time, an amount equal to the excess, if any, of (a) such Lender's Commitment over (b) such Lender's Extensions of Credit.

"Base Rate" means, at any time, the higher of (a) the Prime Rate or (b) the Federal Funds Rate plus 1/2 of 1%; each change in the Base Rate shall take

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effect simultaneously with the corresponding change or changes in the Prime Rate or the Federal Funds Rate.

"Base Rate Loan" means any Loan bearing interest at a rate based upon the Base Rate as provided in Section 4.1(a).

"Borrower" means American Business Information, Inc., in its capacity as borrower hereunder.

"Business Day" means (a) for all purposes other than as set forth in clause (b) below, any day other than a Saturday, Sunday or legal holiday on which banks in Charlotte, North Carolina, New York, New York and Omaha, Nebraska, are open for the conduct of their commercial banking business, and (b) with respect to all notices and determinations in connection with, and payments of

principal and interest on, any LIBOR Rate Loan, any day that is a Business Day described in clause (a) and that is also a day for trading by and between banks in Dollar deposits in the London interbank market.

"Capital Lease" means, with respect to the Borrower and its Subsidiaries, any lease of any property that should, in accordance with GAAP, be classified and accounted for as a capital lease on a Consolidated balance sheet of the Borrower and its Subsidiaries.

"Change in Control" shall have the meaning assigned thereto in Section 11.1(h).

"Closing Date" means the date of this Agreement.

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

"Commitment" means, as to any Lender, the obligation of such Lender to make Loans to and issue or participate in Letters of Credit issued for the account of the Borrower hereunder in an aggregate principal or face amount at any time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 1 hereto, as the same may be reduced or modified at any time or from time to time pursuant to the terms hereof.

"Commitment Fee Rate" shall have the meaning assigned thereto in Section

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4.3.

"Commitment Percentage" means, as to any Lender at any time, the ratio of (a) the amount of the Commitment of such Lender to (b) the Aggregate Commitment of all of the Lenders.

"Consolidated" means, when used with reference to financial statements or financial statement items of the Borrower and its Subsidiaries, such statements or items on a consolidated basis in accordance with applicable principles of consolidation under GAAP.

"Contingent Obligation" means, with respect to the Borrower and its Subsidiaries, without duplication, any obligation, contingent or otherwise, of any such Person pursuant to which such Person has directly or indirectly guaranteed any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of any such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement condition or otherwise) or (b) entered into for the purpose of assuring in any other manner the obligee of such Debt or other

obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided, that the term Contingent Obligation shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Contingent Obligations shall be deemed to be an amount equal to the maximum reasonably anticipated liability in respect thereof determined by the Borrower in good faith.

"Credit Facility" means the collective reference to the Revolving Credit Facility and the L/C Facility.

"DBA" means DBA Holdings, Inc., a New Jersey corporation.

"Debt" means, with respect to any Person and its Subsidiaries at any date, the sum, without duplication, of the following calculated in accordance with GAAP: (a) all indebtedness for borrowed money including but not limited to obligations evidenced by bonds, debentures, notes or other similar instruments of any such Person, (b) all obligations to pay the deferred purchase price of property or services of any such Person (including, without limitation, all obligations under non-competition agreements), except trade payables arising in

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the ordinary course of business and paid in accordance with standard business practices in the ordinary course of business, (c) all obligations of any such Person as lessee under Capital Leases, (d) all Debt of any other Person secured by a Lien on any asset of such Person, (e) all Contingent Obligations of any such Person, (f) all obligations, contingent or otherwise, of any such Person relative to the face amount of letters of credit, whether or not drawn, including without limitation any Reimbursement Obligation, (g) all contractual obligations to redeem, repurchase, exchange, defease or otherwise make payments in respect of capital stock or other securities of such Person and (h) all termination payments which are due and payable by any such Person pursuant to Hedging Agreements. The amount of any Contingent Obligations or other Debt of unspecified amount shall be deemed to be an amount equal to the maximum reasonably anticipated liability in respect thereof determined by the Borrower in good faith. Debt shall exclude any liability or obligation described above to the extent the Borrower or any of its Subsidiaries has placed funds in an escrow account to cover such liability or obligation, pursuant to an escrow agreement with terms and conditions satisfactory to the Agent.

"Default" means any of the events specified in Section 11.1 which with the passage of time, the giving of notice or any other condition, would constitute an Event of Default.

"Disclosure Letter" means the Disclosure Letter of even date from the Borrower to the Agent and the Lenders setting forth certain information required pursuant to Article VI hereof.

"Dollars" or "$" means, unless otherwise qualified, dollars in lawful currency of the United States.

"EBITDA" means, with respect to the Borrower and its Subsidiaries for any period, the sum of (a) Net Income for such period, plus (b) the sum of the following to the extent deducted in the determination of Net Income: (i) income and franchise taxes, (ii) Interest Expense, (iii) amortization, depreciation and other non-cash charges (including amortization of goodwill, transaction expenses, covenants not to compete and other intangible assets) and (iv) the after tax effect of any and all charges related to the Employment Termination Agreements referred to in the Acquisition Agreement and the "bonus pool" payments made in connection with the Acquisition and Merger (which payments shall be in an amount not to exceed $21,500,000), less (c) any items of gain which were included in determining Net Income and were not realized in the ordinary course of business, all determined for such period on a Consolidated basis in accordance with GAAP.

"Eligible Assignee" means, with respect to any assignment of the rights,

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interest and obligations of a Lender hereunder, a Person that is at the time of such assignment (a) a commercial bank organized under the laws of the United States or any state thereof, having combined capital and surplus in excess of $500,000,000, (b) a finance company, insurance company or other financial institution which in the ordinary course of business extends credit of the type extended hereunder and that has total assets in excess of $1,000,000,000, (c) already a Lender hereunder (whether as an original party to this Agreement or as the assignee of another Lender), (d) the successor (whether by transfer of assets, merger or otherwise) to all or substantially all of the commercial lending business of the assigning Lender, or (e) any other Person that has been approved in writing as an Eligible Assignee by the Borrower and the Agent.

"Employee Benefit Plan" means any employee benefit plan within the meaning
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of Section 3(3) of ERISA which (a) is maintained for employees of the Borrower or any ERISA Affiliate or (b) has at any time within the preceding six years been maintained for the employees of the Borrower or any current or former ERISA Affiliate.

"Environmental Laws" means any and all federal, state and local laws,
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statutes, ordinances, rules, regulations, permits, licenses, approvals, interpretations and orders of courts or Governmental Authorities, relating to the protection of human health or the environment, including, but not limited to, requirements pertaining to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, handling, reporting, licensing, permitting, investigation or remediation of Hazardous Materials.

"ERISA" means the Employee Retirement Income Security Act of 1974, and the
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rules and regulations thereunder, each as amended or modified from time to time.

"ERISA Affiliate" means any Person who together with the Borrower is
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treated as a single employer within the meaning of Section 414(b), (c), (m) or (o) of the Code or Section 4001(b) of ERISA.

"Eurodollar Reserve Requirements" means, for any day, the percentage
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(expressed as a decimal and rounded upwards, if necessary, to the next higher 1/100th of 1%) which is in effect for such day as prescribed by the Federal Reserve Board (or any successor) for determining the maximum reserve requirement (including without limitation any basic, supplemental or emergency reserves) in respect of Eurocurrency liabilities or any similar category of liabilities for a member bank of the Federal Reserve System in New York City.

"Event of Default" means any of the events specified in Section 11.1;
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provided, that any requirement for passage of time, giving of notice, or any

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other condition, has been satisfied.

"Extensions of Credit" means, as to any Lender at any time, an amount equal to the sum of (a) the aggregate principal amount of all Loans made by such Lender then outstanding and (b) such Lender's Commitment Percentage of the L/C Obligations then outstanding.

"FDIC" means the Federal Deposit Insurance Corporation, or any successor thereto.

"Federal Funds Rate" means, the rate per annum (rounded upwards, if necessary, to the next higher 1/100th of 1%) representing the daily effective federal funds rate as quoted by the Agent and confirmed in Federal Reserve Board Statistical Release H.15 (519) or any successor or substitute publication selected by the Agent. If, for any reason, such rate is not available, then "Federal Funds Rate" shall mean a daily rate which is determined, in the opinion of the Agent, to be the rate at which federal funds are being offered for sale in the national federal funds market at 9:00 a.m. (Charlotte time). Rates for weekends or holidays shall be the same as the rate for the most immediate preceding Business Day.

"First Union" means First Union National Bank of North Carolina, a national banking association, and its successors.

"Fiscal Year" means the fiscal year of the Borrower and its Subsidiaries ending on December 31.

"GAAP" means generally accepted accounting principles, as recognized by the American Institute of Certified Public Accountants and the Financial Accounting Standards Board, consistently applied and maintained on a consistent basis for the Borrower and its Subsidiaries throughout the period indicated and consistent with the prior financial practice of the Borrower and its Subsidiaries.

"Governmental Approvals" means all authorizations, consents, approvals, licenses and exemptions of, registrations and filings with, and reports to, all Governmental Authorities.

"Governmental Authority" means any nation, province, state or political subdivision thereof, and any government or any Person exercising executive, legislative, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through

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stock or capital owner ship or otherwise, by any of the foregoing.

"Hazardous Materials" means any substances or materials (a) which are or
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become defined as hazardous wastes, hazardous substances, pollutants, contaminants, chemical substances or mixtures or toxic substances under any Environmental Law, (b) which are toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise harmful to human health or the environment and are or become regulated by any Governmental Authority, (c) the presence of which require investigation or remediation under any Environmental Law or common law, (d) the discharge or emission or release of which requires a permit or license under any Environmental Law or other Governmental Approval, (e) which are deemed to constitute a nuisance, a trespass or pose a health or safety hazard to persons or neighboring properties, (f) which are materials consisting of underground or aboveground storage tanks, whether empty, filled or partially filled with any substance, or (g) which contain, without limitation, asbestos, polychlorinated biphenyls, urea formaldehyde foam insulation, petroleum hydrocarbons, petroleum derived substances or waste, crude oil, nuclear fuel, natural gas or synthetic gas.

"Hedging Agreement" means any agreement with respect to an interest rate
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swap, collar, cap, floor or a forward rate agreement or other agreement regarding the hedging of interest rate risk exposure executed in connection with hedging the interest rate exposure of the Borrower under this Agreement, and any confirming letter executed pursuant to such hedging agreement, all as amended, amended and restated, modified or supplemented from time to time.

"Interest Expense" means, with respect to the Borrower and its Subsidiaries
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for any period, the gross interest expense (including without limitation, interest expense attributable to Capital Leases and all net obligations pursuant to Hedging Agreements) of the

Borrower and its Subsidiaries, all determined for such period on a Consolidated basis in accordance with GAAP.

"Interest Period" shall have the meaning assigned thereto in Section
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4.1(b).

"Issuing Lender" means First Union, in its capacity as issuer of any Letter
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of Credit, or any successor thereto.

"L/C Commitment" means Five Million and No/100 Dollars ($5,000,000).

"L/C Facility" means the letter of credit facility established pursuant to
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Article III hereof.

"L/C Obligations" means at any time, an amount equal to the sum of (a) the aggregate undrawn and unexpired amount of the then outstanding Letters of Credit and (b) the aggregate amount of drawings under Letters of Credit which have not then been reimbursed pursuant to Section 3.5.

"L/C Participants" means the collective reference to all the Lenders other than the Issuing Lender.

"Lender" means each Person executing this Agreement as a Lender set forth on the signature pages hereto and each Person that hereafter becomes a party to this Agreement as a Lender pursuant to Section 13.10.

"Lending Office" means, with respect to any Lender, the office of such Lender maintaining such Lender's Commitment Percentage of the Loans.

"Letters of Credit" shall have the meaning assigned thereto in Section 3.1(a).

"Leverage Ratio" means the ratio calculated pursuant to Section 9.1 hereof.

"LIBOR Rate" means the rate for deposits in Dollars for a period equal to the Interest Period selected which appears on the Telerate Page 3750 at approximately 11:00 a.m. London time, two (2) Business Days prior to the commencement of the applicable Interest Period (rounded upward, if necessary, to the nearest one-sixteenth of one percent (1/16%)). In the event that such rate does not appear on Telerate Page 3750, the rate shall be determined by the Agent to be the arithmetic average (rounded upward, if necessary, to the nearest one-sixteenth of one percent (1/16%)) of the rate per annum at which Dollars in the amount of $5,000,000 would be offered to the Agent at approximately 11:00 a.m. London time, two (2) Business Days prior to the commencement of the applicable Interest Period for settlement in immediately available funds by

leading banks in the London interbank market for a period equal to the Interest Period selected.

"LIBOR Rate Loan" means any Loan bearing interest at a rate based upon the LIBOR Rate as provided in Section 4.1(a).

"Lien" means, with respect to any asset, any mortgage, lien, pledge,

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charge, security interest or encumbrance of any kind in respect of such asset. For the purposes of this Agreement, a Person shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, Capital Lease or other title retention agreement relating to such asset.

"Loan" means any revolving loan made to the Borrower pursuant to Section 2.1, and all such Loans collectively as the context requires.

"Loan Documents" means, collectively, this Agreement, the Disclosure Letter, the Notes, the Subsidiary Guaranty, any Hedging Agreement executed between the Borrower and any Lender and each other document, instrument and agreement executed and delivered by the Borrower or its Subsidiaries in connection with this Agreement or otherwise referred to herein or contemplated hereby, all as may be amended, amended and restated, modified or supplemented from time to time.

"Material Adverse Effect" means, with respect to the Borrower and its Subsidiaries, taken as a whole, a material adverse effect on the properties, business, prospects, operations or condition (financial or otherwise) of any such Person or the ability of any such Person to perform its obligations under the Loan Documents or Material Contracts, in each case to which it is a party.

"Material Contract" means (a) any contract or other agreement, written or oral, of the Borrower or any of its Subsidiaries involving monetary liability of or to any such Person in an amount in excess of $1,000,000 per annum, or (b) any other contract or agreement, written or oral, of the Borrower or any of its Subsidiaries the failure to comply with which could reasonably be expected to have a Material Adverse Effect.

"Material Subsidiary" means any Subsidiary of the Borrower, which Subsidiary has, on an actual or pro forma basis, (a) revenues at least equal to five percent (5%) of the Consolidated revenues of the Borrower and its Subsidiaries, calculated for the period of four (4) fiscal quarters ending on or immediately prior to any date of determination or (b) assets with a fair saleable value at least equal to five percent (5%) of the fair saleable value of the Consolidated assets of the Borrower and its Subsidiaries.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which the Borrower or any ERISA Affiliate is making, or is accruing an obligation to make, contributions within the preceding six years.

"Net Income" means, with respect to the Borrower and its Subsidiaries for

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any period, the Consolidated net income (or loss) of the Borrower and its Subsidiaries for such period determined in accordance with GAAP; provided, that there shall be excluded from net income (or loss) the income (or loss) of any Person (other than a Wholly-Owned Subsidiary of such Person) in which such Person has an ownership interest unless received by such Person in a cash distribution.

"Notes" means the separate Revolving Credit Notes made by the Borrower payable to the order of each Lender, substantially in the form of Exhibit A hereto, evidencing the Revolving Credit Facility, and any amendments and modifications thereto, any substitutes therefor, and any replacements, restatements, renewals or extension thereof, in whole or in part; "Note" means any of such Notes.

"Notice of Account Designation" shall have the meaning assigned thereto in Section 5.2(f)(i).

"Notice of Borrowing" shall have the meaning assigned thereto in Section 2.2(a).

"Notice of Conversion/Continuation" shall have the meaning assigned thereto in Section 4.2.

"Notice of Prepayment" shall have the meaning assigned thereto in Section 2.3(c).

"Obligations" means, in each case, whether now in existence or hereafter arising: (a) the principal of and interest on (including interest accruing after the filing of any bankruptcy or similar petition) the Loans, (b) the L/C Obligations, (c) all payment and other obligations owing by the Borrower to any Lender or the Agent under any Hedging Agreement permitted pursuant to Section 10.1 and (d) all other fees and commissions (including attorney's fees), charges, indebtedness, loans, liabilities, financial accommodations, obligations, covenants and duties owing by the Borrower to the Lenders or the Agent under or in respect of this Agreement, any Letter of Credit or any of the other Loan Documents, of every kind, nature and description, direct or indirect, absolute or contingent, due or to become due, contractual or tortious, liquidated or unliquidated, and whether or not evidenced by any note, and whether or not for the payment of money.

"Officer's Compliance Certificate" shall have the meaning assigned thereto in Section 7.2.

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"Other Taxes" shall have the meaning assigned thereto in Section 4.11(b).

"PBGC" means the Pension Benefit Guaranty Corporation or any successor agency.

"Pension Plan" means any Employee Benefit Plan, other than a Multiemployer Plan, which is subject to the provisions of Title IV of ERISA or Section 412 of the Code and which (a) is maintained for employees of the Borrower or any ERISA Affiliates or (b) has at any time within the preceding six years been maintained for the employees of the Borrower or any of their current or former ERISA Affiliates.

"Person" means an individual, corporation, partnership, limited liability company, association, trust, business trust, joint venture, joint stock company, pool, syndicate, sole proprietorship, unincorporated organization, Governmental Authority or any other form of entity or group thereof.

"Prime Rate" means, at any time, the rate of interest per annum publicly announced from time to time by First Union as its prime rate. Each change in the Prime Rate shall be effective as of the opening of business on the day such change in the Prime Rate occurs. The parties hereto acknowledge that the rate announced publicly by First Union as its Prime Rate is an index or base rate and shall not necessarily be its lowest or best rate charged to its customers or other banks.

"Register" shall have the meaning assigned thereto in Section 13.10(d).

"Reimbursement Obligation" means the obligation of the Borrower to reimburse the Issuing Lender pursuant to Section 3.5 for amounts drawn under Letters of Credit.

"Required Lenders" means, at any date, any combination of holders of at least sixty-six and two-thirds percent (66-2/3%) of the aggregate unpaid principal amount of the Notes, or if no amounts are outstanding under the Notes, any combination of Lenders whose Commitment Percentages aggregate at least sixty-six and two- thirds percent (66-2/3%).

"Revolving Credit Facility" means the revolving credit facility established pursuant to Article II hereof.

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"Solvent" means, as to the Borrower and its Subsidiaries on a particular date, that any such Person (a) has capital sufficient to carry on its business and transactions and all business and transactions in which it is about to engage and is able to pay its debts as they mature, (b) owns property having a value, both at fair valuation and at present fair saleable value, greater than the

amount required to pay its probable liabilities (including contingencies), and (c) does not believe that it will incur debts or liabilities beyond its ability to pay such debts or liabilities as they mature.

"Subsidiary" means as to any Person, any corporation, partnership or other entity of which more than fifty percent (50%) of the outstanding capital stock or other ownership interests having ordinary voting power to elect a majority of the board of directors or other managers of such corporation, partnership or other entity is at the time, directly or indirectly, owned by or the management is otherwise controlled by such Person (irrespective of whether, at the time, capital stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency). Unless otherwise qualified references to "Subsidiary" or "Subsidiaries" herein shall refer to those of the Borrower.

"Subsidiary Guaranty" means the Unconditional Guaranty Agreement of even date executed by the Subsidiary Guarantors in favor of the Agent, for the benefit of itself and the Lenders, substantially in the form of Exhibit H, as amended, amended and restated, modified or supplemented from time to time.

"Subsidiary Guarantors" means American Business Information Marketing, Inc., a Delaware corporation; CD Rom Technologies, Inc., a Delaware corporation; Contacts Influential, Inc., a Delaware corporation; County Data Corp., a Vermont corporation; Info USA, Inc., a Delaware corporation; and any additional Subsidiaries of the Borrower who become party to the Subsidiary Guaranty pursuant to the requirements of Section 8.11.

"Tangible Net Worth" means, with respect to the Borrower and its Subsidiaries at any date, Consolidated stockholders' equity minus Consolidated intangible assets, including, without limitation, goodwill, all calculated in accordance with GAAP.

"Taxes" shall have the meaning assigned thereto in Section 4.11(a).

"Termination Date" means the earliest of the dates referred to in Section

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2.6.

"Termination Event" means: (a) a "Reportable Event" described in Section
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4043 of ERISA, or (b) the withdrawal of the Borrower or any ERISA Affiliate from a Pension Plan during a plan year in which it was a "substantial employer" as defined in Section 4001(a)(2) of ERISA, or (c) the termination of a Pension Plan, the filing of a notice of intent to terminate a Pension Plan or the treatment of a Pension Plan amendment as a termination under Section 4041 of ERISA, or (d) the institution of proceedings to terminate, or the appointment of a trustee with respect to, any Pension Plan by the

PBGC, or (e) any other event or condition which would constitute grounds under Section 4042(a) of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan, or (f) the partial or complete withdrawal of the Borrower or any ERISA Affiliate from a Multiemployer Plan, or (g) the imposition of a Lien pursuant to Section 412 of the Code or Section 302 of ERISA, or (h) any event or condition which results in the reorganization or insolvency of a Multiemployer Plan under Sections 4241 or 4245 of ERISA, or (i) any event or condition which results in the termination of a Multiemployer Plan under Section 4041A of ERISA or the institution by PBGC of proceedings to terminate a Multiemployer Plan under Section 4042 of ERISA.

"UCC" means the Uniform Commercial Code as in effect in the State of North
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Carolina.

"Uniform Customs" the Uniform Customs and Practice for Documentary Credits
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(1994 Revision), International Chamber of Commerce Publication No. 500.

"United States" means the United States of America.

"Wholly-Owned" means, with respect to a Subsidiary, a Subsidiary all of the
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shares of capital stock or other ownership interests of which are, directly or indirectly, owned or controlled by the Borrower and/or one or more of its Wholly-Owned Subsidiaries.

SECTION 1.2 General. Unless otherwise specified, a reference in this
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Agreement to a particular section, subsection, Schedule or Exhibit is a reference to that section, subsection, Schedule or Exhibit of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. Any reference herein to "Charlotte time" shall refer to the applicable time of day in Charlotte, North Carolina.

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SECTION 1.3 Other Definitions and Provisions.

(a) Use of Capitalized Terms. Unless otherwise defined therein, all capitalized terms defined in this Agreement shall have the defined meanings when used in this Agreement, the Notes and the other Loan Documents or any certificate, report or other document made or delivered pursuant to this Agreement.

(b) Miscellaneous. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

ARTICLE II

REVOLVING CREDIT FACILITY

SECTION 2.1 Revolving Credit Loans. Subject to the terms and conditions of this Agreement, each Lender severally agrees to make Loans to the Borrower from time to time from the Closing Date through the Termination Date as requested by the Borrower in accordance with the terms of Section 2.2; ;

provided, that (a) the aggregate principal amount of all outstanding Loans (after giving effect to any amount requested) shall not exceed the Aggregate Commitment less the L/C Obligations and (b) the principal amount of outstanding Loans from any Lender to the Borrower shall not at any time exceed such Lender's Commitment. Each Loan by a Lender shall be in a principal amount equal to such Lender's Commitment Percentage of the aggregate principal amount of Loans requested on such occasion. Subject to the terms and conditions hereof, the Borrower may borrow, repay and reborrow Loans hereunder until the Termination Date.

SECTION 2.2 Procedure for Advances of Loans.

(a) Requests for Borrowing. The Borrower shall give the Agent irrevocable prior written notice in the form attached hereto as Exhibit B (a "Notice of Borrowing") not later than 11:00 a.m. (Charlotte time) (i) on the same Business Day as each Base Rate Loan and (ii) at least three (3) Business Days before each LIBOR Rate Loan, of its intention to borrow, specifying (A) the date of such borrowing, which shall be a Business Day, (B) the amount of such borrowing, which shall be (x) with respect to Base Rate Loans in an aggregate principal

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amount of $1,000,000 or a whole multiple of $500,000 in excess thereof and (y) with respect to LIBOR Rate Loans in an aggregate principal amount of $5,000,000 or a whole multiple of $1,000,000 in excess thereof, (C) whether the Loans are to be LIBOR Rate Loans or Base Rate Loans and (D) in the case of a LIBOR Rate Loan, the duration of the Interest Period applicable thereto. Notices received after 11:00 a.m. (Charlotte time) shall be deemed received on the next Business Day. The Agent shall promptly notify the Lenders of each Notice of Borrowing.

(b) Disbursement of Loans. Not later than 2:00 p.m. (Charlotte time) on the proposed borrowing date, each Lender will make available to the Agent, for the account of the Borrower, at the office of the Agent in funds immediately available to the Agent, such Lender's Commitment Percentage of the Loans to be made on such borrowing date. The Borrower hereby irrevocably authorizes the Agent to disburse the proceeds of each borrowing requested pursuant to this Section 2.2 in immediately available funds by crediting such proceeds to a deposit account of the Borrower maintained with the Agent or by wire transfer to such account as may be agreed upon by the Borrower and the Agent from time to time. Subject to Section 4.7 hereof, the Agent shall not be obligated to

disburse the portion of the proceeds of any Loan requested pursuant to this Section 2.2 to the extent that any Lender has not made available to the Agent its Commitment Percentage of such Loan.

SECTION 2.3 Repayment of Loans.

(a) Repayment on Termination Date. The Borrower shall repay the outstanding principal amount of all Loans in full, together with all accrued but unpaid interest thereon, on the Termination Date.

(b) Mandatory Repayment of Excess Loans. If at any time the outstanding principal amount of all Loans exceeds the Aggregate Commitment less the L/C Obligations, the Borrower shall repay immediately upon notice from the Agent, by payment to the Agent for the account of the Lenders, the Loans in an amount equal to such excess. Each such repayment shall be accompanied by any amount required to be paid pursuant to Section 4.9 hereof.

(c) Optional Repayments. The Borrower may at any time and from time to time repay the Loans, in whole or in part, upon prior written notice, which notice shall be irrevocable, not later than 11:00 a.m. (Charlotte time) at least three (3) Business Days prior to the repayment of any LIBOR Rate Loan and one (1) Business Day prior to the repayment of any Base Rate Loan, in the form attached hereto as Exhibit C (a "Notice of Prepayment") specifying the date and amount of repayment and whether the repayment is of LIBOR Rate Loans, Base Rate Loans, or a combination thereof, and, if of a combination thereof, the amount

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allocable to each. Upon receipt of such notice, the Agent shall promptly notify each Lender. If any such notice is given, the amount specified in such notice shall be due and payable on the date set forth in such notice. Partial repayments shall be in an aggregate amount of $1,000,000 or a whole multiple of $500,000 in excess thereof with respect to Base Rate Loans and $5,000,000 or a whole multiple of $1,000,000 in excess thereof with respect to LIBOR Rate Loans. Each such repayment shall be accompanied by any amount required to be paid pursuant to Section 4.9 hereof.

(d) Limitation on Repayment of LIBOR Rate Loans. The Borrower may not repay any LIBOR Rate Loan on any day other than on the last day of the Interest Period applicable thereto unless such repayment is accompanied by any amount required to be paid pursuant to Section 4.9 hereof.

SECTION 2.4 Revolving Credit Notes. Each Lender's Loans and the obligation of the Borrower to repay such Loans shall be evidenced by a Note executed by the Borrower payable to the order of such Lender representing the Borrower's obligation to pay such Lender's Commitment or, if less, the aggregate unpaid principal amount of all Loans made and to be made by such Lender to the Borrower hereunder, plus interest and all other fees, charges and

other amounts due thereon. Each Note shall be dated the date hereof and shall bear interest on the unpaid principal amount thereof at the applicable interest rate per annum specified in Section 4.1.

SECTION 2.5 Permanent Reduction of the Aggregate Commitment. The Borrower shall have the right at any time and from time to time, upon at least five (5) Business Days prior written notice to the Agent, to permanently reduce, in whole at any time or in part from time to time, without premium or penalty, the Aggregate Commitment in an aggregate principal amount not less than $5,000,000 or any whole multiple thereof. Each such permanent reduction shall be accompanied by a payment of principal sufficient to reduce the aggregate outstanding Extensions of Credit of the Lenders after such reduction to the Aggregate Commitment as so reduced. Any reduction of the Aggregate Commitment to zero shall be accompanied by payment of all outstanding Obligations (and furnishing of cash collateral satisfactory to the Agent for all L/C Obligations) and, if such reduction is permanent, termination of the Commitments and Credit Facility. Such cash collateral shall be applied in accordance with Section 11.2(b). If the reduction of the Aggregate Commitment requires the repayment of any LIBOR Rate Loan, such reduction may be made only on the last day of the then current Interest Period applicable thereto unless such repayment is accompanied by any amount required to be paid pursuant to Section 4.9 hereof.

SECTION 2.6 Termination of Credit Facility. The Credit Facility shall terminate on the earliest of (a) February 14, 2000, (b) the date of reduction of the Aggregate Commitment to zero by the Borrower pursuant to Section 2.5, and

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(c) the date of termination by the Agent on behalf of the Lenders pursuant to Section 11.2(a); provided, that not earlier than the one hundred and twentieth (120th) day and not later than the ninetieth (90th) day prior to the first anniversary and the second anniversary, respectively, of the Closing Date (the "Extension Date"), the Borrower may, by written notice (an "Extension Request") given to the Agent, request that the date set forth in clause (a) above be extended to February 14, 2001. The Agent shall promptly advise each Lender of its receipt of any Extension Request and furnish each Lender with a copy thereof. Each Lender may, in its sole discretion, consent to the requested extension by giving written notice thereof to the Agent not later than the Business Day (the "Extension Confirmation Date") immediately preceding the date which is thirty (30) days after receipt of the Extension Request. No Lender shall be under any obligation or commitment to extend such date and no such obligation or commitment on the part of any Lender shall be inferred from the provisions of this Section 2.6. Failure on the part of any Lender to respond to an Extension Request by the applicable Extension Confirmation Date shall be deemed to be a denial of such request by such Lender. The requested extension shall not be granted unless 100% of the Lenders shall have

consented in writing to such extension. In the event that the Agent determines, in its sole and absolute discretion, to approve the requested extension, the Agent shall use its best efforts to assist the Borrower in obtaining the approval of 100% of the Lenders; provided, that the Agent shall incur no liability whatsoever for the-failure of any Lender to approve such extension.

SECTION 2.7 Use of Proceeds. The Borrower shall use the proceeds of the Loans (a) to finance a portion of the costs of the Acquisition and Merger, (b) to refinance certain existing Debt and (c) for working capital and general corporate requirements of the Borrower and its Subsidiaries (including acquisitions and investments permitted pursuant to Section 10.4 (a) through (e) hereof), including the payment of certain fees and expenses incurred in connection with the transactions.

ARTICLE III

LETTER OF CREDIT FACILITY

SECTION 3.1 L/C Commitment. Subject to the terms and conditions hereof, the Issuing Lender, in reliance on the agreements of the other Lenders set forth in Section 3.4(a), agrees to issue standby letters of credit ("Letters of Credit") for the account of the Borrower on any Business Day from the Closing Date through but not including the Termination Date in such form as may be approved from time to time by the Issuing Lender; provided, that the Issuing Lender shall have no obligation to issue any Letter of Credit if, after giving

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effect to such issuance, (a) the L/C Obligations would exceed the L/C Commitment or (b) the Available Commitment of any Lender would be less than zero. Each Letter of Credit shall (i) be denominated in Dollars in a minimum amount of $250,000, (ii) be a standby letter of credit issued to support obligations of the Borrower or any of its Subsidiaries, contingent or otherwise, incurred in the ordinary course of business, (iii) expire on a date satisfactory to the Issuing Lender, which date shall be no later than the Termination Date and (iv) be subject to the Uniform Customs and, to the extent not inconsistent therewith, the laws of the State of North Carolina. The Issuing Lender shall not at any time be obligated to issue any Letter of Credit hereunder if such issuance would conflict with, or cause the Issuing Lender or any L/C Participant to exceed any limits imposed by, any Applicable Law. References herein to "issue" and derivations thereof with respect to Letters of Credit shall also include extensions or modifications of any existing Letters of Credit, unless the context otherwise requires.

SECTION 3.2 Procedure for Issuance of Letters of Credit. The Borrower may from time to time request that the Issuing Lender issue a Letter of Credit by delivering to the Issuing Lender at the Agent's Office an Application therefor, completed to the

satisfaction of the Issuing Lender, and such other certificates, documents and other papers and information as the Issuing Lender may request. Upon receipt of any Application, the Issuing Lender shall process such Application and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures and shall, subject to Section 3.1 and Article V hereof, promptly issue the Letter of Credit requested thereby (but in no event shall the Issuing Lender be required to issue any Letter of Credit earlier than three Business Days after its receipt of the Application therefor and all such other certificates, documents and other papers and information relating thereto) by issuing the original of such Letter of Credit to the beneficiary thereof or as otherwise may be agreed by the Issuing Lender and the Borrower. The Issuing Lender shall furnish to the Borrower a copy of such Letter of Credit and furnish to each Lender a copy of such Letter of Credit and the amount of each Lender's L/C Participation therein, all promptly following the issuance of such Letter of Credit.

SECTION 3.3 Commissions and Other Charges.

(a) The Borrower shall pay to the Agent, for the account of the Issuing Lender and the L/C Participants, a letter of credit fee with respect to each Letter of Credit in an amount equal to the product of (i) a per annum fee equal to the Applicable Margin in effect with respect to LIBOR Rate Loans as set forth in Section 4.1(c) and (ii) the face amount of such Letter of Credit. Such fee shall be payable quarterly in arrears on the last Business Day of each calendar quarter of the Borrower and on the Termination Date. The Agent shall, promptly following its receipt thereof, distribute to the Issuing Lender and L/C Participants all commissions received by the Agent in accordance with their

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respective Commitment Percentages.

(b) The Borrower shall pay to the Issuing Lender a fronting fee with respect to each Letter of Credit in an amount equal to the product of (i) 0.125% (on a per annum basis) and (ii) the face amount of such Letter of Credit. Such fee shall be payable quarterly in arrears on the last Business Day of each calendar quarter of the Borrower as long as such Letter of Credit is outstanding.

(c) In addition to the foregoing fees, the Borrower shall pay or reimburse the Issuing Lender for such normal and customary costs and expenses as are incurred or charged by the Issuing Lender in issuing, effecting payment under, amending or otherwise administering any Letter of Credit.

SECTION 3.4 L/C Participations.

(a) The Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce the Issuing Lender

to issue Letters of Credit hereunder, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from the Issuing Lender, on the terms and conditions hereinafter stated, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Commitment Percentage in the Issuing Lender's obligations and rights under each Letter of Credit issued hereunder and the amount of each draft paid by the Issuing Lender thereunder. Each L/C Participant unconditionally and irrevocably agrees with the Issuing Lender that, if a draft is paid under any Letter of Credit for which the Issuing Lender is not reimbursed in full by the Borrower in accordance with the terms of this Agreement, such L/C Participant shall pay to the Issuing Lender upon demand at the Issuing Lender's address for notices specified herein an amount equal to such L/C Participant's Commitment Percentage of the amount of such draft, or any part thereof, which is not so reimbursed.

(b) Upon becoming aware of any amount required to be paid by any L/C Participant to the Issuing Lender pursuant to Section 3.4(a) in respect of any unreimbursed portion of any payment made by the Issuing Lender under any Letter of Credit, the Issuing Lender shall notify each L/C Participant of the amount and due date of such required payment and such L/C Participant shall pay to the Issuing Lender the amount specified on the applicable due date. If any such amount is paid to the Issuing Lender after the date such payment is due, such L/C Participant shall pay to the Issuing Lender on demand, in addition to such amount, the product of (i) such amount, times (ii) the daily average Federal Funds Rate as determined by the Agent during the period from and including the date such payment is due to the date on which such payment is immediately available to the Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. A certificate of the Issuing Lender with respect to any amounts owing under this Section shall be conclusive in the absence of manifest error. With respect to payment to the Issuing Lender of the unreimbursed amounts

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described in this Section 3.4(b), if the L/C Participants receive notice that any such payment is due (A) prior to 1:00 p.m. (Charlotte time) on any Business Day, such payment shall be due that Business Day, and (B) after 1:00 p.m. (Charlotte time) on any Business Day, such payment shall be due on the following Business Day.

(c) Whenever, at any time after the Issuing Lender has made payment under any Letter of Credit and has received from any L/C Participant its Commitment Percentage of such payment in accordance with this Section 3.4, the Issuing Lender receives any payment related to such Letter of Credit (whether directly from the Borrower or otherwise, or any payment of interest on account thereof, the Issuing Lender will distribute to such L/C Participant its *pro rata* share thereof; *provided*, that in the event that any such payment received by the Issuing Lender shall be required to be

returned by the Issuing Lender, such L/C Participant shall return to the Issuing Lender the portion thereof previously distributed by the Issuing Lender to it.

SECTION 3.5 *Reimbursement Obligation of the Borrower.* The Borrower agrees to reimburse the Issuing Lender on each date on which the Issuing Lender notifies the Borrower of the date and amount of a draft paid under any Letter of Credit for the amount of (a) such draft so paid and (b) any taxes, fees, charges or other costs or expenses incurred by the Issuing Lender in connection with such payment. Each such payment shall be made to the Issuing Lender at its address for notices specified herein in lawful money of the United States and in immediately available funds. Interest shall be payable on any and all amounts remaining unpaid by the Borrower under this Article III from the date such amounts become payable (whether at stated maturity, by acceleration or otherwise) until payment in full (including without limitation as a result of the extension of a Base Rate Loan pursuant to the following sentence) at the rate which would be payable on any outstanding Base Rate Loans which were then overdue. If the Borrower fails to timely reimburse the Issuing Lender on the date the Borrower receives the notice referred to in this Section 3.5, the Borrower shall be deemed to have timely given a Notice of Borrowing hereunder to the Agent requesting the Lenders to make a Base Rate Loan on such date in an amount equal to the amount of such drawing and, subject to the satisfaction or waiver of the conditions precedent specified in Article V, the Lenders shall make Base Rate Loans in such amount, the proceeds of which shall be applied to reimburse the Issuing Lender for the amount of the related drawing and costs and expenses.

SECTION 3.6 *Obligations Absolute.* The Borrower's obligations under this Article III (including without limitation the Reimbursement Obligation) shall be absolute and unconditional under any and all circumstances and irrespective of any set-off, counterclaim or defense to payment which the Borrower may have or have had against the Issuing Lender or any beneficiary of a Letter of Credit.

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The Borrower also agrees with the Issuing Lender that the Issuing Lender shall not be responsible for, and the Borrower's Reimbursement Obligation under Section 3.5 shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged, or any dispute between or among the Borrower and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the Borrower against any beneficiary of such Letter of Credit or any such transferee. The Issuing Lender shall not be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions caused by the Issuing Lender's gross negligence or willful misconduct. The

Borrower agrees that any action taken or omitted by the Issuing Lender under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct and in accordance with the standards of care specified in the Uniform Customs and, to the extent not inconsistent therewith, the UCC, shall be binding on the Borrower and shall not result in any liability of the Issuing Lender to the Borrower. The responsibility of the Issuing Lender to the Borrower in connection with any draft presented for payment under any Letter of Credit shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are in conformity with such Letter of Credit.

SECTION 3.7 Effect of Application. To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of this Article III, the provisions of this Article III shall apply.

ARTICLE IV

GENERAL LOAN PROVISIONS

SECTION 4.1 Interest.

(a) Interest Rate Options. Subject to the provisions of this Section 4.1, at the election of the Borrower, the aggregate principal balance of the Notes or any portion thereof shall bear interest at the Base Rate or the LIBOR Rate,

plus, in each case, the Applicable Margin as set forth below; provided, that the LIBOR Rate shall not be available (a) at any time prior to the third Business Day after the Closing Date or (b) at any time prior to the completion of the syndication of the Credit Facility on terms and conditions reasonably

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satisfactory to the Agent, unless the Borrower is in compliance, in the reasonable discretion of the Agent, with the terms and conditions set forth in the first full paragraph of page 2 of the Commitment Letter dated January 31, 1997 between the Borrower and the Agent. The Borrower shall select the rate of interest and Interest Period, if any, applicable to any Loan at the time a Notice of Borrowing is given pursuant to Section 2.2 or at the time a Notice of Conversion/Continuation is given pursuant to Section 4.2. Each Loan or portion thereof bearing interest based on the Base Rate shall be a "Base Rate Loan" and each Loan or portion thereof bearing interest based on the LIBOR Rate shall be a "LIBOR Rate Loan". Any Loan or any portion thereof as to which the Borrower has not duly specified an interest rate as provided herein shall be deemed a Base Rate Loan.

(b) Interest Periods. In connection with each LIBOR Rate Loan, the Borrower, by giving notice at the times described in Section 4.1(a), shall elect an interest period (each, an "Interest

Period") to be applicable to such Loan, which Interest Period shall be a period of one (1), two (2), three (3), or six (6) months; provided, that until the completion of the syndication of the Credit Facility on terms and conditions reasonably satisfactory to the Agent, the Borrower shall only be permitted to select Interest Periods of one (1) month; provided further, that:

(i) the Interest Period shall commence on the date of advance of or conversion to any LIBOR Rate Loan and, in the case of immediately successive Interest Periods, each successive Interest Period shall commence on the date on which the next preceding Interest Period expires;

(ii) if any Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; provided, that if any Interest Period would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the next preceding Business Day;

(iii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the relevant calendar month at the end of such Interest Period;

(iv) no Interest Period shall extend beyond the Termination Date; and

(v) there shall be no more than seven (7) Interest Periods outstanding at any time.

(c) Applicable Margin. The Applicable Margin provided for in Section

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4.1(a) with respect to the Loans (the "Applicable Margin") shall for each fiscal quarter be determined by reference to the Leverage Ratio as of the end of the fiscal quarter immediately preceding the delivery of the applicable Officer's Compliance Certificate (or, with respect to the Closing Date, the Financial Condition Certificate delivered pursuant to Section 5.2(d)(ii)) as follows:

Leverage Ratio	Applicable Margin Per Annum Base Rate +	LIBOR Rate +
Greater than or equal to 2.00 to 1.00	0.00%	0.625%
Greater than or equal to 1.00 to 1.00 but less than 2.00 to 1.00	0.00%	0.500%
Less than 1.00 to 1.00	0.00%	0.375%

Adjustments, if any, in the Applicable Margin shall be made by the Agent on the tenth (10th) Business Day after receipt by the Agent of quarterly financial statements for the Borrower and its Subsidiaries and the accompanying Officer's Compliance Certificate setting forth the Leverage Ratio of the Borrower and its Subsidiaries as of the most recent fiscal quarter end. Subject to Section 4.1(d), in the event the Borrower fails to deliver such financial statements and certificate within the time required by Section 7.2 hereof, the Applicable Margin shall be the highest Applicable Margin set forth above until the delivery of such financial statements and certificate. Notwithstanding the foregoing, for the period from and including the Closing Date through and including the tenth (10th) Business Day following the delivery of the financial statements and Officer's Compliance Certificate for the fiscal quarter ending March 31, 1997, the Applicable Margin shall be 0.00% for Base Rate Loans and 0.500% for LIBOR Loans; provided, that in the event the Borrower fails to make the payments required pursuant to the promissory notes in favor of the phantom stock holders described in Schedule 6.1(t) on or prior to March 1, 1997, the Applicable Margin shall be calculated pursuant to the Leverage Ratio as set forth above.

(d) Default Rate. Upon the occurrence and during the continuance of an Event of Default, (i) the Borrower shall no longer have the option to request LIBOR Rate Loans, (ii) all outstanding LIBOR Rate Loans shall bear interest at a rate per annum two percent (2%) in excess of the rate then applicable to LIBOR Rate Loans until the end of the applicable Interest Period and thereafter at a

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rate equal to two percent (2%) in excess of the rate then applicable to Base Rate Loans, and (iii) all outstanding Base Rate Loans shall bear interest at a rate per annum equal to two percent (2%) in excess of the rate then applicable to Base Rate Loans; provided, that with respect to subclauses (ii) and (iii), such rates shall not be applicable upon the occurrence and during the continuance of an Event of Default set forth in Sections 11.1 (c) through (m) until the Agent, with the consent or at the request of the Required Lenders, shall have provided notice to the Borrower. Interest shall continue to accrue on the Notes after the filing by or against the Borrower of any petition seeking any relief in bankruptcy or under any act or law pertaining to insolvency or debtor relief, whether state, federal or foreign.

(e) Interest Payment and Computation. Interest on each Base Rate Loan shall be payable in arrears on the last Business Day of each calendar quarter commencing March 31, 1997. Interest on each LIBOR Rate Loan shall be payable on the last day of each Interest Period applicable thereto, and if such Interest Period extends over three (3) months, at the end of each three (3) month interval during such Interest Period. All interest rates, fees and commissions provided hereunder shall be computed on the basis of a 360-day year (or, with respect to the Base Rate, a 365/366-day year) and assessed for the actual number of days elapsed.

(f) Maximum Rate. In no contingency or event whatsoever shall the aggregate of all amounts deemed interest hereunder or under any of the Notes charged or collected pursuant to the terms of this Agreement or pursuant to any of the Notes exceed the highest rate permissible under any Applicable Law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that such a court determines that the Lenders have charged or received interest hereunder in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by Applicable Law and the Lenders shall at the Agent's option promptly refund to the Borrower any interest received by Lenders in excess of the maximum lawful rate or shall apply such excess to the principal balance of the Obligations. It is the intent hereof that the Borrower not pay or contract to pay, and that neither the Agent nor any Lender receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by the Borrower under Applicable Law.

SECTION 4.2 Notice and Manner of Conversion or Continuation of Loans. Provided that no Event of Default has occurred and is then continuing, the Borrower shall have the option to (a) convert at any time all or any portion of its outstanding Base Rate Loans in a principal amount equal to $5,000,000 or any whole multiple of $1,000,000 in excess thereof into one or more LIBOR Rate Loans or (b) upon the expiration of any Interest Period, (i) convert all or any part of its outstanding LIBOR Rate Loans in a principal amount equal to $1,000,000 or a whole multiple of $500,000 in excess thereof into Base Rate Loans or (ii)

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continue such LIBOR Rate Loans as LIBOR Rate Loans. Whenever the Borrower desires to convert or continue Loans as provided above, the Borrower shall give the Agent irrevocable prior written notice in the form attached as Exhibit D (a "Notice of Conversion/ Continuation") not later than 11:00 a.m. (Charlotte time) three (3) Business Days before the day on which a proposed conversion or continuation of such Loan is to be effective specifying (A) the Loans to be converted or continued, and, in the case of any LIBOR Rate Loan to be converted or continued, the last day of the Interest Period thereof, (B) the effective date of such conversion or continuation (which shall be a Business Day), (C) the principal amount of such Loans to be converted or continued, and (D) the Interest Period to be applicable to such converted or continued LIBOR Rate Loan. The Agent shall promptly notify the Lenders of such Notice of Conversion/Continuation.

SECTION 4.3 Fees.

(a) Commitment Fee. The Borrower shall pay to the Agent, for the account of the Lenders, a non-refundable commitment fee at a rate per annum equal to the commitment fee rate set forth below (the "Commitment Fee Rate") on the average daily unused portion of the Aggregate Commitment (for the purposes hereof, the Aggregate Commitment shall be deemed used to the extent of any issued Letters

of Credit). The Commitment Fee Rate shall be determined by reference to the Leverage Ratio as of the end of the fiscal quarter immediately preceding the delivery of the applicable Officer's Compliance Certificate (or, with respect to the Closing Date, the Financial Condition Certificate delivered pursuant to Section 5.2(d)(ii)) as follows:

Leverage Ratio	Commitment Fee Rate
Greater than or equal to 2.00 to 1.00	0.25%
Greater than or equal to 1.00 to 1.00 but less than 2.00 to 1.00	0.20%
Less than 1.00 to 1.00	0.15%

Adjustments, if any, in the Commitment Fee Rate shall be made by the Agent on the tenth (10th) Business Day after receipt by the Agent of quarterly financial statements for the Borrower and its Subsidiaries and the accompanying Officer's Compliance Certificate setting forth the Leverage Ratio of the Borrower and its Subsidiaries as of the most recent fiscal quarter end. In the event the Borrower fails to deliver such financial statements and certificate within the time required by Section 7.2 hereof, the Commitment Fee Rate shall be the

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highest Commitment Fee Rate set forth above until the delivery of such financial statements and certificate. The commitment fee shall be payable in arrears on the last Business Day of each calendar quarter during the term of this Agreement commencing March 31, 1997, and on the Termination Date. Such commitment fee shall be distributed by the Agent to the Lenders pro rata in accordance with the Lenders' respective Commitment Percentages.

(b) Agent's and Other Fees. In order to compensate the Agent for structuring and syndicating the Loans and for its obligations and responsibilities hereunder, the Borrower agrees to pay to the Agent, for its account, the fees set forth in the separate fee letter agreement executed by the Borrower and the Agent dated January 31, 1997.

SECTION 4.4 Manner of Payment. Each payment by the Borrower on account of the principal of or interest on the Loans or of any fee, commission or other amounts (including the Reimbursement Obligation) payable to the Lenders under this Agreement or any Note shall be made not later than 1:00 p.m. (Charlotte time) on the date specified for payment under this Agreement to the Agent at the Agent's Office for the account of the Lenders (other than as set forth below) pro rata in accordance with their respective Commitment Percentages, in Dollars, in immediately available funds and shall be made without any set-off, counterclaim

or deduction whatsoever. Any payment received after such time but before 2:00 p.m. (Charlotte time) on such day shall be deemed a payment on such date for the purposes of Section 11.1, but for all other purposes shall be deemed to have been made on the next succeeding Business Day. Any payment received after 2:00 p.m. (Charlotte time) shall be deemed to have been made on the next succeeding Business Day for all purposes. Upon receipt by the Agent of each such payment, the Agent shall distribute to each Lender at its address for notices set forth herein its pro rata share of such payment in accordance with such Lender's Commitment Percentage and shall wire advice of the amount of such credit to each Lender. Each payment to the Agent of the Issuing Lender's fees or L/C Participants' commissions shall be made in like manner, but for the account of the Issuing Lender or the L/C Participants, as the case may be. Each payment to the Agent of Agent's fees or expenses shall be made for the account of the Agent and any amount payable to any Lender under Sections 4.8, 4.9, 4.10, 4.11 or 13.2 shall be paid to the Agent for the account of the applicable Lender.

SECTION 4.5 Crediting of Payments and Proceeds. In the event that the Borrower shall fail to pay any of the Obligations when due and the Obligations have been accelerated pursuant to Section 11.2, all payments received by the Lenders upon the Notes and the other Obligations and all net proceeds from the enforcement of the Obligations shall be applied first to all expenses then due

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and payable by the Borrower hereunder, then to all indemnity obligations then due and payable by the Borrower hereunder, then to all Agent's fees then due and payable, then to all commitment and other fees and commissions then due and payable, then to accrued and unpaid interest on the Notes, the Reimbursement Obligation and any termination payments due in respect of a Hedging Agreement with any Lender permitted pursuant to Section 10.1 (pro rata in accordance with all such amounts due), then to the principal amount of the Notes and Reimbursement Obligation and then to the cash collateral account described in Section 11.2(b) hereof to the extent of any L/C Obligations then outstanding, in that order.

SECTION 4.6 Adjustments. If any Lender (a "Benefitted Lender") shall at any time receive any payment of all or part of its Extensions of Credit, or interest thereon, or if any Lender shall at any time receive any collateral in respect to its Extensions of Credit (whether voluntarily or involuntarily, by set-off or otherwise) in a greater proportion than any such payment to and collateral received by any other Lender, if any, in respect of such other Lender's Extensions of Credit, or interest thereon, such Benefitted Lender shall purchase for cash from the other Lenders such portion of each such other Lender's Extensions of Credit, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders;

provided, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned to the extent of such recovery, but without interest. The Borrower agrees that each Lender so purchasing a portion of another Lender's Extensions of Credit may exercise all rights of payment (including, without limitation, rights of set-off) with respect to such portion as fully as if such Lender were the direct holder of such portion.

SECTION 4.7 Nature of Obligations of Lenders Regarding Extensions of Credit; Assumption by the Agent. The obligations of the Lenders under this Agreement to make the Loans and issue or participate in Letters of Credit are several and are not joint or joint and several. Unless the Agent shall have received notice from a Lender prior to a proposed borrowing date that such Lender will not make available to the Agent such Lender's ratable portion of the amount to be borrowed on such date (which notice shall not release such Lender of its obligations hereunder), the Agent may assume that such Lender has made such portion available to the Agent on the proposed borrowing date in accordance with Section 2.2(b) and the Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If such amount is made available to the Agent on a date after such borrowing date, such Lender

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shall pay to the Agent on demand an amount, until paid, equal to the product of (a) the amount of such Lender's Commitment Percentage of such borrowing, times (b) the daily average Federal Funds Rate during such period as determined by the Agent, times (c) a fraction the numerator of which is the number of days that elapse from and including such borrowing date to the date on which such Lender's Commitment Percentage of such borrowing shall have become immediately available to the Agent and the denominator of which is 360. A certificate of the Agent with respect to any amounts owing under this Section shall be conclusive, absent manifest error. If such Lender's Commitment Percentage of such borrowing is not made available to the Agent by such Lender within three (3) Business Days after such borrowing date, the Agent shall be entitled to recover such amount made available by the Agent with interest thereon at the rate per annum applicable to Base Rate Loans hereunder, on demand, from the Borrower. The failure of any Lender to make its Commitment Percentage of any Loan available shall not relieve it or any other Lender of its obligation, if any, hereunder to make its Commitment Percentage of such Loan available on such borrowing date, but no Lender shall be responsible for the failure of any other Lender to make its Commitment Percentage of such Loan available on the borrowing date.

SECTION 4.8 Changed Circumstances.

(a) Circumstances Affecting LIBOR Rate Availability. If with respect to any Interest Period the Agent or any Lender (after

consultation with Agent) shall determine that, by reason of circumstances affecting the foreign exchange and interbank markets generally, deposits in eurodollars, in the applicable amounts are not being quoted via Telerate Page 3750 or offered to the Agent or such Lender for such Interest Period, then the Agent shall forthwith give notice thereof to the Borrower. Thereafter, until the Agent notifies the Borrower that such circumstances no longer exist, the obligation of the Lenders to make LIBOR Rate Loans and the right of the Borrower to convert any Loan to or continue any Loan as a LIBOR Rate Loan shall be suspended, and the Borrower shall repay in full (or cause to be repaid in full) the then outstanding principal amount of each such LIBOR Rate Loan together with accrued interest thereon, on the last day of the then current Interest Period applicable to such LIBOR Rate Loan or convert the then outstanding principal amount of each such LIBOR Rate Loan to a Base Rate Loan as of the last day of such Interest Period.

(b) Laws Affecting LIBOR Rate Availability. If, after the date hereof, the introduction of, or any change in, any Applicable Law or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender (or any of their respective Lending Offices) with any request or directive (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, shall make it unlawful or impossible for any of the Lenders (or any of their

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respective Lending Offices) to honor its obligations hereunder to make or maintain any LIBOR Rate Loan, such Lender shall promptly give notice thereof to the Agent and the Agent shall promptly give notice to the Borrower and the other Lenders. Thereafter, until the Agent notifies the Borrower that such circumstances no longer exist, (i) the obligations of the Lenders to make LIBOR Rate Loans and the right of the Borrower to convert any Loan or continue any Loan as a LIBOR Rate Loan shall be suspended and thereafter the Borrower may select only Base Rate Loans hereunder, and (ii) if any of the Lenders may not lawfully continue to maintain a LIBOR Rate Loan to the end of the then current Interest Period applicable thereto as a LIBOR Rate Loan, the applicable LIBOR Rate Loan shall immediately be converted to a Base Rate Loan for the remainder of such Interest Period.

(c) Increased Costs. If, after the date hereof, the introduction of, or any change in, any Applicable Law, or in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any of the Lenders (or any of their respective Lending Offices) with any request or directive (whether or not having the force of law) of such Governmental Authority, central bank or comparable agency:

(i) shall subject any of the Lenders (or any of their respective Lending Offices) to any tax, duty or other charge with

respect to any Note, Letter of Credit or Application or shall change the basis of taxation of payments to any of the Lenders (or any of their respective Lending Offices) of the principal of or interest on any Note, Letter of Credit or Application or any other amounts due under this Agreement in respect thereof (except for changes in the rate of tax on the overall net income of any of the Lenders or any of their respective Lending Offices imposed by the jurisdiction in which such Lender is organized or is or should be qualified to do business or such Lending Office is located); or

(ii) shall impose, modify or deem applicable any reserve (including, without limitation, any imposed by the Board of Governors of the Federal Reserve System but excluding any such reserve included in the definition of Eurodollar Reserve Requirement), special deposit, insurance or capital or similar requirement against assets of, deposits with or for the account of, or credit extended by any of the Lenders (or any of their respective Lending Offices) or shall impose on any of the Lenders (or any of their respective Lending Offices) or the foreign exchange and interbank markets any other condition affecting any Note;

and the result of any of the foregoing is to increase the costs to any of the Lenders of maintaining any LIBOR Rate Loan or issuing or participating in Letters of Credit or to reduce the yield or amount of any sum received or receivable by any of the Lenders under this Agreement or under the Notes in respect of a LIBOR Rate Loan or Letter of Credit or Application, then such Lender shall promptly notify the Agent, and the Agent shall promptly notify the

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Borrower of such fact and demand compensation therefor and, within thirty (30) days after such notice by the Agent, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or Lenders for such increased cost or reduction. The Agent will promptly notify the Borrower of any event of which it has knowledge which will entitle such Lender to compensation pursuant to this Section 4.8(c); provided, that the Agent shall incur no liability whatsoever to the Lenders or the Borrower in the event it fails to do so. The amount of such compensation shall be determined, in the applicable Lender's sole discretion, based upon the assumption that such Lender funded its Commitment Percentage of the LIBOR Rate Loans in the London interbank market and using any reasonable attribution or averaging methods which such Lender deems appropriate and practical. A certificate of such Lender setting forth the basis for determining such amount or amounts necessary to compensate such Lender shall be forwarded to the Borrower through the Agent and shall be conclusively presumed to be correct save for manifest error.

(d) Eurodollar Reserve Requirements. In the event that any Lender shall determine at any time that by reason of Regulation D, such Lender is required to maintain Eurodollar Reserve Requirements during any period that it has any LIBOR Rate Loans outstanding,

then such Lender shall promptly notify the Borrower by written notice (or telephonic notice promptly confirmed in writing) specifying the additional amounts reasonably determined by the Lender to be required to indemnify such Lender against the cost of maintaining such Eurodollar Reserve Requirements (such written notice to provide a computation of such additional amounts) and the Borrower shall, within thirty (30) days after such notice, pay to such Lender such specified amounts as additional interest. A certificate of such Lender setting forth the basis for determining such amount or amounts shall be conclusively presumed to be correct save for manifest error.

SECTION 4.9 Indemnity. The Borrower hereby indemnifies each of the Lenders against any loss or expense which may arise or be attributable to each Lender's obtaining, liquidating or employing deposits or other funds acquired to effect, fund or maintain any Loan (a) as a consequence of any failure by the Borrower to make any payment when due of any amount due hereunder in connection with a LIBOR Rate Loan, (b) due to any failure of the Borrower to borrow on a date specified therefor in a Notice of Borrowing or Notice of Continuation/Conversion or (c) due to any payment, prepayment or conversion of any LIBOR Rate Loan on a date other than the last day of the Interest Period therefor. The amount of such loss or expense shall be determined, in the applicable Lender's sole discretion, based upon the assumption that such Lender funded its Commitment Percentage of the LIBOR Rate Loans in the London interbank market and using any reasonable attribution or averaging methods which such Lender deems appropriate and practical. A certificate of such Lender setting forth the basis for determining such amount or amounts necessary to compensate such Lender shall be forwarded to the Borrower through the Agent and shall be

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conclusively presumed to be correct save for manifest error.

SECTION 4.1 Capital Requirements. If either (a) the introduction of, or any change in, or in the interpretation of, any Applicable Law or (b) compliance with any guideline or request from any central bank or comparable agency or other Governmental Authority (whether or not having the force of law), has or would have the effect of reducing the rate of return on the capital of, or has affected or would affect the amount of capital required to be maintained by, any Lender or any corporation controlling such Lender as a consequence of, or with reference to the Commitments and other commitments of this type, below the rate which the Lender or such other corporation could have achieved but for such introduction, change or compliance, then within thirty (30) days after written demand by any such Lender, the Borrower shall pay to such Lender from time to time as specified by such Lender additional amounts sufficient to compensate such Lender or other corporation for such reduction. A certificate as to such amounts submitted to the Borrower and the Agent by such Lender, shall, in

the absence of manifest error, be presumed to be correct and binding for all purposes.

SECTION 4.1 Taxes.

(a) Payments Free and Clear. Any and all payments by the Borrower hereunder or under the Notes or the Letters of Credit shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholding, and all liabilities with respect thereto excluding, (i) in the case of each Lender and the Agent, income and franchise taxes imposed by the jurisdiction under the laws of which such Lender or the Agent (as the case may be) is organized or is or should be qualified to do business or any political subdivision thereof and (ii) in the case of each Lender, income and franchise taxes imposed by the jurisdiction of such Lender's Lending Office or any political subdivision thereof (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "Taxes"). If the Borrower shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder or under any Note or Letter of Credit to any Lender or the Agent, (A) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 4.11) such Lender or the Agent (as the case may be) receives an amount equal to the amount such party would have received had no such deductions been made, (B) the Borrower shall make such deductions, (C) the Borrower shall pay the full amount deducted to the relevant taxing authority or other authority in accordance with applicable law, and (D) the Borrower shall deliver to the Agent evidence of such payment to the relevant taxing authority or other authority in the manner provided in Section 4.11(d).

(b) Stamp and Other Taxes. In addition, the Borrower shall pay any

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present or future stamp, registration, recordation or documentary taxes or any other similar fees or charges or excise or property taxes, levies of the United States or any state or political subdivision thereof or any applicable foreign jurisdiction which arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Agreement, the Loans, the Letters of Credit, the other Loan Documents, or the perfection of any rights or security interest in respect thereto (hereinafter referred to as "Other Taxes").

(c) Indemnity. The Borrower shall indemnify each Lender and the Agent for the full amount of Taxes and Other Taxes (including, without limitation, any Taxes and Other Taxes imposed by any jurisdiction on amounts payable under this Section 4.11) paid by such Lender or the Agent (as the case may be) and any liability (including penalties, interest and expenses) arising

therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. In the event the Borrower believes that any such Taxes or Other Taxes were incorrectly or illegally asserted, the Agent and each of the Lenders hereby agrees to take reasonable steps to assist the Borrower in asserting a claim against the applicable Governmental Authority for such Taxes or Other Taxes. Such indemnification shall be made within thirty (30) days from the date such Lender or the Agent (as the case may be) makes written demand therefor.

(d) Evidence of Payment. Within thirty (30) days after the date of any payment of Taxes or Other Taxes, the Borrower shall furnish to the Agent, at its address referred to in Section 13.1, the original or a certified copy of a receipt evidencing payment thereof or other evidence of payment satisfactory to the Agent.

(e) Delivery of Tax Forms. Each Lender organized under the laws of a jurisdiction other than the United States or any state thereof shall deliver to the Borrower, with a copy to the Agent, on the Closing Date or concurrently with the delivery of the relevant Assignment and Acceptance, as applicable, (i) two United States Internal Revenue Service Forms 4224 or Forms 1001, as applicable (or successor forms) properly completed and certifying in each case that such Lender is entitled to a complete exemption from withholding or deduction for or on account of any United States federal income taxes, and (ii) an Internal Revenue Service Form W-8 or W-9 or successor applicable form, as the case may be, to establish an exemption from United States backup withholding taxes. Each such Lender further agrees to deliver to the Borrower, with a copy to the Agent, a Form 1001 or 4224 and Form W-8 or W-9, or successor applicable forms or manner of certification, as the case may be, on or before the date that any such form expires or becomes obsolete or after the occurrence of any event requiring a change in the most recent form previously delivered by it to the Borrower, certifying in the case of a Form 1001 or 4224 that such Lender is entitled to

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receive payments under this Agreement without deduction or withholding of any United States federal income taxes (unless in any such case an event (including without limitation any change in treaty, law or regulation) has occurred prior to the date on which any such delivery would otherwise be required which renders such forms inapplicable or the exemption to which such forms relate unavailable and such Lender notifies the Borrower and the Agent that it is not entitled to receive payments without deduction or withholding of United States federal income taxes) and, in the case of a Form W-8 or W-9, establishing an exemption from United States backup withholding tax.

(f) Survival. Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section 4.11 shall survive the payment in full of the Obligations and the termination of the Commitments.

SECTION 4.1 Affected Lenders. If (a) any Lender requests compensation pursuant to Section 4.8(c), 4.8(d), 4.10 or 4.11, (b) the obligation of the Lenders to make LIBOR Rate Loans or to continue, or to convert Base Rate Loans into, LIBOR Rate Loans shall be suspended pursuant to Section 4.8(a) or (b) due to an event affecting any Lender or (c) any Lender shall deny the request of the Borrower to extend the Termination Date pursuant to the provisions of Section 2.6, then, so long as there does not then exist any Default or Event of Default, the Borrower may demand that such Lender (the "Affected Lender"), and upon such demand the Affected Lender shall promptly, assign its Commitment to an Eligible Assignee selected by the Borrower, subject to and in accordance with the provisions of Section 13.10(b), for a purchase price equal to the aggregate principal balance of Extensions of Credit then owing to the Affected Lender plus any accrued but unpaid interest thereon, accrued but unpaid fees and any other amounts owing to the Affected Lender hereunder. The Agent shall cooperate in effectuating the replacement of an Affected Lender under this Section, but at no time shall the Agent be obligated in any way whatsoever to initiate any such replacement. The exercise by the Borrower of its rights under this Section shall be at the Borrower's sole cost and expense (including with respect to the assignment fee required pursuant to Section 13.10(b)(v)), and at no cost or expense to the Agent, the Affected Lender or any of the other Lenders.

SECTION 4.1 Similarly Situated Loans. In no event shall any Lender be entitled to any compensation or other amounts under Sections 4.8 through 4.11 to the extent such Lender was compensated for such cost under another of such Sections. In calculating or demanding compensation or other amounts due under Sections 4.8 and 4.10, each Lender agrees that it shall use its best efforts to treat its Loans under this Agreement in the same manner as it generally treats all similarly situated loans then outstanding from such Lender to other borrowers.

ARTICLE V

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CLOSING; CONDITIONS OF CLOSING AND BORROWING

SECTION 5.1 Closing. The closing shall take place at the offices of Borrower on February 14, 1997, or at such other place or on such other date as the parties hereto shall mutually agree.

SECTION 5.2 Conditions to Closing and Initial Extensions of Credit. The obligation of the Lenders to close this Agreement and to make the initial Loan or issue the initial Letter of Credit is subject to the satisfaction of each of the following conditions:

(a) Executed Loan Documents. This Agreement, the Notes and the Subsidiary Guaranty shall have been duly authorized,

executed and delivered to the Agent by the parties thereto, shall be in full force and effect and no default shall exist thereunder, and the Borrower shall have delivered original counterparts thereof to the Agent.

(b) Closing Certificates; etc.

(i) Officers's Certificate of the Borrower. The Agent shall have received a certificate from the chief executive officer or chief financial officer of the Borrower, in form and substance satisfactory to the Agent, to the effect that all representations and warranties of the Borrower contained in this Agreement and the other Loan Documents are true, correct and complete in all material respects; that the Borrower is not in violation of any of the covenants contained in this Agreement and the other Loan Documents; that, after giving effect to the transactions contemplated by this Agreement, no Default or Event of Default has occurred and is continuing; and that the Borrower has satisfied each of the closing conditions.

(ii) Certificate of Secretary of the Borrower and each Subsidiary Guarantor. The Agent shall have received a certificate of the secretary or assistant secretary of the Borrower and each Subsidiary Guarantor certifying that attached thereto is a true and complete copy of the articles of incorporation of the Borrower or such Subsidiary Guarantor, as applicable, and all amendments thereto, certified as of a recent date by the appropriate Governmental Authority in its jurisdiction of incorporation; that attached thereto is a true and complete copy of the bylaws of the Borrower or such Subsidiary Guarantor, as applicable, as in effect on the date of such certification; that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors of the Borrower or such Subsidiary

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Guarantor, as applicable, authorizing the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party and, with respect to the Borrower, the borrowings contemplated hereunder; and as to the incumbency and genuineness of the signature of each officer of the Borrower or such Subsidiary Guarantor, as applicable, executing Loan Documents to which it is a party.

(iii) Certificates of Good Standing. The Agent shall have received long-form certificates as of a recent date of the good standing of the Borrower and each Subsidiary Guarantor under the laws of its jurisdiction of organization and each other jurisdiction reasonably requested by the Agent and a certificate of the relevant taxing authorities of such jurisdictions certifying that such Person has filed required tax returns and owes no delinquent taxes.

(iv) Opinions of Counsel. The Agent shall have received favorable opinions of counsel to the Borrower and

Subsidiary Guarantors addressed to the Agent and the Lenders with respect to the Borrower, the Subsidiary Guarantors, the Loan Documents and such other matters as the Lenders shall request.

(v) Tax Forms. The Agent shall have received copies of the United States Internal Revenue Service forms required by Section 4.11(e) hereof.

(c) Consents; Defaults.

(i) Governmental and Third Party Approvals. All necessary approvals, authorizations and consents, if any be required, of any Person and of all Governmental Authorities and courts having jurisdiction with respect to the transactions contemplated by this Agreement, the other Loan Documents and the Acquisition and Merger shall have been obtained.

(ii) No Injunction, Etc. No action, proceeding, investigation, regulation or legislation shall have been instituted, threatened or proposed before any Governmental Authority to enjoin, restrain, or prohibit, or to obtain substantial damages in respect of, or which is related to or arises out of this Agreement, the other Loan Documents, the Acquisition and Merger or the consummation of the transactions contemplated hereby or thereby, or which, in the Agent's discretion, would make it inadvisable to consummate the transactions contemplated by this Agreement and such other Loan Documents.

(iii) No Event of Default. No Default or Event of Default shall have occurred and be continuing.

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(d) Financial Matters.

(i) Financial Statements. The Agent shall have received the most recent audited Consolidated financial statements of the Borrower and its Subsidiaries and of DBA and its Subsidiaries, all prepared in accordance with GAAP. Without limitation of the foregoing, the Agent and each Lender shall have received audited financial statements of the Borrower and its Subsidiaries for the Fiscal Year ended December 31, 1995 and for DBA and its Subsidiaries for the Fiscal Year ended January 31, 1996 and unaudited financial statements for the Borrower and its Subsidiaries for the nine month period ending September 30, 1996 and for DBA and its Subsidiaries for the eleven month period ending December 31, 1996.

(ii) Financial Condition Certificate. The Borrower shall have delivered to the Agent a certificate, in form and substance satisfactory to the Agent, and certified by the chief executive officer or chief financial officer of the Borrower, that (A) the Borrower and each of its Subsidiaries are each Solvent, (B) attached thereto is a pro forma balance sheet of the Borrower and

its Subsidiaries setting forth on a pro forma basis the financial condition of the Borrower and its Subsidiaries on a Consolidated basis as of January 31, 1997 and reflecting on a pro forma basis the effect of the transactions contemplated herein (including the Acquisition and Merger), including all fees and expenses in connection therewith, evidencing compliance on a pro forma basis with the covenants contained in Articles IX and X hereof and calculating on a pro forma basis the Applicable Margin pursuant to Section 4.1(c), representing the good faith estimates and calculations of the Borrower and senior management as to the financial information contained therein and (C) attached thereto are the financial projections previously delivered to the Agent representing the good faith opinions of the Borrower and senior management thereof as to the projected results contained therein.

(iii) Payment at Closing. There shall have been paid by the Borrower to the Agent and the Lenders the fees set forth or referenced in Section 4.3 and any other accrued and unpaid fees or commissions due hereunder (including, without limitation, legal fees and expenses), with respect to which the Borrower has received a statement in reasonable detail at least one Business Day prior to the Closing Date, and to any other Person such amount as may be due thereto in connection with the transactions contemplated hereby, including all taxes, fees and other charges in connection with the execution, delivery,

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recording, filing and registration of any of the Loan Documents.

(e) Acquisition and Merger.

(i) Acquisition Agreement. The Borrower shall have delivered to the Agent a true, correct and complete copy of the Acquisition Agreement.

(ii) Consummation of Acquisition and Merger. The Acquisition and Merger shall have been consummated on terms and conditions satisfactory in form and substance to the Agent.

(f) Miscellaneous.

(i) Notice of Borrowing. The Agent shall have received a Notice of Borrowing from the Borrower in accordance with Section 2.2(a), and a written notice in the form attached hereto as Exhibit E (a "Notice of Account Designation") specifying the account or accounts to which the proceeds of any Loans made after the Closing Date are to be disbursed.

(ii) Proceedings and Documents. All opinions, certificates and other instruments and all proceedings in connection with the transactions contemplated by this Agreement (including the Acquisition and Merger) shall be satisfactory in form and substance to the Lenders. The Lenders shall have received copies of all other instruments and other evidence as the Lenders may

reasonably request, in form and substance satisfactory to the Lenders, with respect to the transactions contemplated by this Agreement and the Acquisition and Merger and the taking of all actions in connection therewith.

(iii) Due Diligence and Other Documents. The Borrower shall have delivered to the Agent such other documents, certificates and opinions as the Agent reasonably requests, certified by a secretary or assistant secretary of the Borrower as a true and correct copy thereof.

SECTION 5.3 Conditions to All Loans and Letters of Credit. The obligations of the Lenders to make any Loan or issue any Letter of Credit are subject to the satisfaction of the following conditions precedent on the relevant borrowing or issue date, as applicable:

(a) Continuation of Representations and Warranties. The

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representations and warranties contained in Article VI shall be true and correct in all material respects on and as of such borrowing date with the same effect as if made on and as of such date, except to the extent that such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date).

(b) No Existing Default. No Default or Event of Default shall have occurred and be continuing hereunder (i) on the borrowing date with respect to such Loan or after giving effect to the Loans to be made on such date or (ii) on the issue date with respect to such Letter of Credit or after giving affect to such Letters of Credit on such date.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF THE BORROWER

SECTION 6.1 Representations and Warranties. To induce the Agent to enter into this Agreement and the Lenders to make the Loans or issue or participate in the Letters of Credit, the Borrower hereby represents and warrants to the Agent and Lenders that:

(a) Organization; Power; Qualification. Each of the Borrower and its Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, has the power and authority to own its properties and to carry on its business as now being and hereafter proposed to be conducted and is duly qualified and authorized to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification and authorization, except where the failure to so qualify

could not reasonably be expected to have a Material Adverse Effect. The jurisdictions in which the Borrower and its Subsidiaries are organized and qualified to do business as of the Closing Date are described on Schedule 6.1(a) of the Disclosure Letter.

(b) Ownership. Each Subsidiary of the Borrower, as of the Closing Date, is listed on Schedule 6.1(b) of the Disclosure Letter. The capitalization of the Borrower and its Subsidiaries, as of the Closing Date, consists of the number of shares, authorized, issued and outstanding, of such classes and series, with or without par value, described on Schedule 6.1(b) of the

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Disclosure Letter. All outstanding shares have been duly authorized and validly issued and are fully paid and nonassessable. The share holders of the Subsidiaries of the Borrower, as of the Closing Date, and the number of shares owned by each are described on Schedule 6.1(b) of the Disclosure Letter. As of the Closing Date, there are no outstanding stock purchase warrants, subscriptions, options, securities, instruments or other rights of any type or nature whatsoever, which are convertible into, exchangeable for or otherwise provide for or permit the issuance of capital stock of the Borrower or its Subsidiaries, except as described on Schedule 6.1(b) of the Disclosure Letter.

(c) Authorization of Agreement, Loan Documents and Borrowing. Each of the Borrower and its Subsidiaries has the right, power and authority and has taken all necessary corporate and other action to authorize the execution, delivery and performance of this Agreement and each of the other Loan Documents to which it is a party in accordance with their respective terms. This Agreement and each of the other Loan Documents have been duly executed and delivered by the duly authorized officers of the Borrower and each of its Subsidiaries party thereto, and each such document constitutes the legal, valid and binding obligation of the Borrower and each of its Subsidiaries party thereto, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal debtor relief laws from time to time in effect which affect the enforcement of creditors' rights in general and by the availability of equitable remedies.

(d) Compliance of Agreement, Loan Documents and Borrowing with Laws, Etc. The execution, delivery and performance by the Borrower and its Subsidiaries of the Loan Documents to which each such Person is a party, in accordance with their respective terms, the borrowings hereunder and the transactions contemplated hereby do not and will not, by the passage of time, the giving of notice or otherwise, (i) require any Governmental Approval or violate any Applicable Law relating to the Borrower or any of its Subsidiaries, (ii) conflict with, result in a breach of or constitute a default under the articles of incorporation, bylaws or other organizational documents of the Borrower or any of its Subsidiaries or any material indenture, agreement or other

instrument to which such Person is a party or by which any of its properties may be bound or any Governmental Approval relating to such Person, or (iii) result in or require the creation or imposition of any Lien upon or with respect to any property now owned or hereafter acquired by such Person other than Liens arising under the Loan Documents.

(e) Compliance with Law; Governmental Approvals. Each of the Borrower

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and its Subsidiaries (i) has all Governmental Approvals required by any Applicable Law for it to conduct its business, each of which is in full force and effect, is final and not subject to review on appeal and is not the subject of any pending or, to the best of its knowledge, threatened attack by direct or collateral proceeding, except for such Governmental Approvals the absence of which could not reasonably be expected to have a Material Adverse Effect and (ii) is in compliance with each Governmental Approval applicable to it and in compliance with all other Applicable Laws relating to it or any of its respective properties, except in each case where the failure to so comply could not reasonably be expected to have a Material Adverse Effect.

(f) Tax Returns and Payments. Each of the Borrower and its Subsidiaries has duly filed or caused to be filed all federal, state, local and other tax returns required by Applicable Law to be filed, and has paid, or made adequate provision for the payment of, all federal, state, local and other taxes, assessments and governmental charges or levies upon it and its property, income, profits and assets which are due and payable, except any nonpayment permitted under Section 8.5, the result of which could reasonably be expected to have a Material Adverse Effect. No Governmental Authority has asserted any Lien or other claim against the Borrower or Subsidiary thereof with respect to unpaid taxes which has not been discharged or resolved which could reasonably be expected to have a Material Adverse Effect. The charges, accruals and reserves on the books of the Borrower and any of its Subsidiaries in respect of federal, state, local and other taxes for all Fiscal Years and portions thereof since the organization of the Borrower and any of its Subsidiaries are in the judgment of the Borrower adequate, and the Borrower does not anticipate any additional taxes or assessments for any of such years, the result of which could reasonably be expected to have a Material Adverse Effect.

(g) Intellectual Property Matters. Each of the Borrower and its Subsidiaries owns or possesses rights to use all franchises, licenses, copyrights, copyright applications, patents, patent rights or licenses, patent applications, trademarks, trademark rights, trade names, trade name rights, copyrights and rights with respect to the foregoing which are required to conduct its business, except where the failure to so own or possess such rights could not reasonably be expected to have a Material Adverse Effect. No event has occurred which permits, or after notice or lapse of time or both would permit, the revocation or termination of any

such rights, and neither the Borrower nor any Subsidiary thereof is liable to any Person for infringement under Applicable Law with respect to any such rights as a result of its business operations, the result of which could reasonably be expected to have a Material Adverse Effect.

(h) Environmental Matters. Except for matters existing on the Closing Date and set forth on Schedule 6.1(h) of the Disclosure Letter and except for

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matters which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect,

(i) The properties of the Borrower and its Subsidiaries do not contain, and to the Borrower's knowledge have not previously contained, any Hazardous Materials in amounts or concentrations which (A) constitute or constituted a violation of, or (B) could give rise to liability under, applicable Environmental Laws;

(ii) Such properties and all operations conducted in connection therewith are in compliance, and have been in compliance, with all applicable Environmental Laws, and there is no contamination at, under or about such properties or such operations which could interfere with the continued operation of such properties or impair the fair saleable value thereof;

(iii) Neither the Borrower nor any Subsidiary thereof has received any notice of violation, alleged violation, non compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of their properties or the operations conducted in connection therewith, nor does the Borrower or any Subsidiary thereof have knowledge or reason to believe that any such notice will be received or is being threatened;

(iv) Hazardous Materials have not been transported or disposed of from the properties of the Borrower and its Subsidiaries in violation of, or in a manner or to a location which could give rise to liability under, Environmental Laws, nor have any Hazardous Materials been generated, treated, stored or disposed of at, on or under any of such properties in violation of, or in a manner that could give rise to liability under, any applicable Environmental Laws;

(v) No judicial proceedings or governmental or administrative action is pending, or, to the knowledge of the Borrower, threatened, under any Environmental Law to which the Borrower or any Subsidiary thereof is or will be named as a party with respect to such properties or operations conducted in connection therewith, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any

Environmental Law with respect to such properties or such operations; and

(vi) There has been no release, or to the best of the Borrower's knowledge, the threat of release, of Hazardous Materials at or from such properties, in violation of or in amounts or in a manner that could give rise to liability under Environmental Laws.

(i) ERISA. Except as disclosed on Schedule 6.1(i) of the Disclosure Letter:

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(i) As of the Closing Date, neither the Borrower nor any ERISA Affiliate maintains or contributes to, or has any obligation under, any Employee Benefit Plans;

(ii) the Borrower and each ERISA Affiliate is in material compliance with all applicable provisions of ERISA and the regulations and published interpretations thereunder with respect to all Employee Benefit Plans except for any required amendments for which the remedial amendment period as defined in Section 401(b) of the Code has not yet expired. Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code has been determined by the Internal Revenue Service to be so qualified, and each trust related to such plan has been determined to be exempt under Section 501(a) of the Code. No material liability has been incurred by the Borrower or any ERISA Affiliate which remains unsatisfied for any taxes or penalties with respect to any Employee Benefit Plan or any Multiemployer Plan;

(iii) No Pension Plan has been terminated, nor has any accumulated funding deficiency (as defined in Section 412 of the Code) been incurred (without regard to any waiver granted under Section 412 of the Code), nor has any funding waiver from the Internal Revenue Service been received or requested with respect to any Pension Plan, nor has the Borrower or any ERISA Affiliate failed to make any contributions or to pay any amounts due and owing as required by Section 412 of the Code, Section 302 of ERISA or the terms of any Pension Plan prior to the due dates of such contributions under Section 412 of the Code or Section 302 of ERISA, nor has there been any event requiring any disclosure under Section 4041(c)(3)(C) or 4063(a) of ERISA with respect to any Pension Plan;

(iv) Neither the Borrower nor any ERISA Affiliate has: (A) engaged in a nonexempt prohibited transaction described in Section 406 of the ERISA or Section 4975 of the Code, (B) incurred any liability to the PBGC which remains outstanding other than the payment of premiums and there are no premium payments which are due and unpaid, (C) failed to make a required contribution or payment to a Multiemployer Plan, or (D) failed to make a

required installment or other required payment under Section 412 of the Code;

(v) No Termination Event has occurred or is reasonably expected to occur; and

(vi) No proceeding, claim, lawsuit and/or investigation is existing or, to the best knowledge of the Borrower after due inquiry, threatened concerning or involving any (A) employee welfare benefit plan (as defined in Section 3 (1) of ERISA) currently maintained or contributed to by the Borrower or any ERISA Affiliate, (B) Pension Plan or (C) Multiemployer Plan.

(j) Margin Stock. Neither the Borrower nor any Subsidiary thereof is engaged principally or as one of its activities in the business of extending

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credit for the purpose of "purchasing" or "carrying" any "margin stock" (as each such term is defined or used in Regulations G and U of the Board of Governors of the Federal Reserve System). No part of the proceeds of any of the Loans or Letters of Credit will be used for purchasing or carrying margin stock or for any purpose which violates, or which would be inconsistent with, the provisions of Regulation G, T, U or X of such Board of Governors.

(k) Government Regulation. Neither the Borrower nor any Subsidiary thereof is an "investment company" or a company "controlled" by an "investment company" (as each such term is defined or used in the Investment Company Act of 1940, as amended) and neither the Borrower nor any Subsidiary thereof is, or after giving effect to any Loan will be, subject to regulation under the Public Utility Holding Company Act of 1935 or the Interstate Commerce Act, each as amended, or any other Applicable Law which limits its ability to incur or consummate the transactions contemplated hereby.

(l) Material Contracts. Schedule 6.1(l) of the Disclosure Letter sets forth a complete and accurate list of all Material Contracts of the Borrower and its Subsidiaries in effect as of the Closing Date not listed on any other Schedule hereto or to the Disclosure Letter; other than as set forth in Schedule 6.1(l) of the Disclosure Letter, each Material Contract is, and after giving effect to the consummation of the transactions contemplated by the Loan Documents will be, in full force and effect in all material respects in accordance with the terms thereof. The Borrower and its Subsidiaries have delivered to the Agent a true and complete copy of each Material Contract required to be listed on Schedule 6.1(l) of the Disclosure Letter.

(m) Employee Relations. Each of the Borrower and its Subsidiaries has a stable work force in place and as of the Closing Date is not, except as set forth on Schedule 6.1(m) of the Disclosure Letter, party to any collective bargaining agreement nor

has any labor union been recognized as the representative of its employees. The Borrower knows of no pending, threatened or contemplated strikes, work stoppage or other collective labor disputes involving its employees or those of its Subsidiaries.

(n) Burdensome Provisions. Neither the Borrower nor any Subsidiary thereof is a party to any indenture, agreement, lease or other instrument, or subject to any corporate or partnership restriction, Governmental Approval or Applicable Law which is so unusual or burdensome as in the foreseeable future could reasonably be expected to have a Material Adverse Effect. The Borrower

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and its Subsidiaries do not presently anticipate that future expenditures needed to meet the provisions of any statutes, orders, rules or regulations of a Governmental Authority will be so burdensome as to have a Material Adverse Effect.

(o) Financial Statements. The (i) Consolidated balance sheets of the Borrower and its Subsidiaries as of December 31, 1995 and the related statements of income and retained earnings and cash flows for the Fiscal Years then ended and (ii) unaudited Consolidated balance sheet of the Borrower and its Subsidiaries as of September 30, 1996 and related unaudited interim statements of revenue and retained earnings, copies of which have been furnished to the Agent and each Lender, are complete and correct and fairly present the assets, liabilities and financial position of the Borrower and its Subsidiaries as at such dates, and the results of the operations and cash flows for the periods then ended. All such financial statements, including the related notes thereto, have been prepared in accordance with GAAP, except in the case of the unaudited financial statements, for year-end adjustments and the absence of footnotes. The Borrower and its Subsidiaries have no Debt, obligation or other unusual forward or long-term commitment which is not fairly reflected in the foregoing financial statements or in the notes thereto.

(p) No Material Adverse Change. Since December 31, 1995, there has been no Material Adverse Effect and no event has occurred or condition arisen that could reasonably be expected to have a Material Adverse Effect.

(q) Solvency. As of the Closing Date and after giving effect to each Loan made hereunder, the Borrower and each of its Material Subsidiaries will be Solvent.

(r) Titles to Properties. Each of the Borrower and its Subsidiaries has such title to the real property owned by it as is necessary or desirable to the conduct of its business and valid and legal title to all of its personal property and assets, including, but not limited to, those reflected on the balance sheets of the Borrower and its Subsidiaries delivered pursuant to Section 6.1(o), except those which have been disposed of by the Borrower or its Subsidiaries subsequent to such date which dispositions have been

in the ordinary course of business or as otherwise expressly permitted hereunder.

(s) Liens. None of the properties and assets of the Borrower or any Subsidiary thereof is subject to any Lien, except Liens permitted pursuant to Section 10.3. No financing statement under the Uniform Commercial Code of any state which names the Borrower or any Subsidiary thereof or any of their respective trade names or divisions as debtor and which has not been terminated,

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has been filed in any state or other jurisdiction and neither the Borrower nor any Subsidiary thereof has signed any such financing statement or any security agreement authorizing any secured party thereunder to file any such financing statement, except to perfect those Liens permitted by Section 10.3 hereof.

(t) Debt and Contingent Obligations. Schedule 6.1(t) of the Disclosure Letter is a complete and correct listing of all Debt and Contingent Obligations of the Borrower and its Subsidiaries in excess of $250,000 as of the Closing Date. The Borrower and its Subsidiaries have performed and are in compliance with all of the terms of such Debt and Contingent Obligations and all instruments and agreements relating thereto, and no default or event of default, or event or condition which with notice or lapse of time or both would constitute such a default or event of default on the part of the Borrower or its Subsidiaries exists with respect to any such Debt or Contingent Obligation.

(u) Litigation. Except for matters existing on the Closing Date and set forth on Schedule 6.1(u) of the Disclosure Letter and except for matters which, if adversely determined, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, there are no actions, suits or proceedings pending nor, to the knowledge of the Borrower, threatened against or in any other way relating adversely to or affecting the Borrower or any Subsidiary thereof or any of their respective properties in any court or before any arbitrator of any kind or before or by any Governmental Authority.

(v) Absence of Defaults. No event has occurred or is continuing which constitutes a Default or an Event of Default.

(w) Accuracy and Completeness of Information. All written information, reports and other papers and data produced by or on behalf of the Borrower or any Subsidiary thereof and furnished to the Lenders were, at the time the same were so furnished, complete and correct in all material respects to the extent necessary to give the recipient a true and accurate knowledge of the subject matter. No document furnished or written statement made to the Agent or the Lenders by the Borrower or any Subsidiary thereof in connection with the negotiation, preparation or execution of this Agreement or any of the Loan Documents contains or will contain any untrue statement of a fact material to

the creditworthiness of the Borrower or its Subsidiaries or omits or will omit to state a material fact necessary in order to make the statements contained therein not misleading. The Borrower is not aware of any facts which it has not disclosed in writing to the Agent having a Material Adverse Effect, or insofar as the Borrower can now foresee, could reasonably be expected to have a Material Adverse Effect.

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(x) Acquisition Agreement. The Borrower has delivered to the Agent a true, complete and correct copy of the Acquisition Agreement, together with all amendments and modifications thereto. Each of the representations and warranties contained in Article III of the Acquisition Agreement is true and correct in all material respects.

SECTION 6.2 Survival of Representations and Warranties, Etc. All representations and warranties set forth in this Article VI and all representations and warranties contained in any certificate, or any of the Loan Documents (including but not limited to any such representation or warranty made in or in connection with any amendment thereto) shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made or deemed to be made at and as of the Closing Date, shall survive the Closing Date and shall not be waived by the execution and delivery of this Agreement, any investigation made by or on behalf of the Lenders or any borrowing hereunder.

ARTICLE VII

FINANCIAL INFORMATION AND NOTICES

Until all the Obligations have been finally and indefeasibly paid and satisfied in full and the Commitments terminated, unless consent has been obtained in the manner set forth in Section 13.11 hereof, the Borrower will furnish or cause to be furnished to the Agent at the Agent's Office (and, with respect to the items referred to in Sections 7.1(a) and (b) and 7.4(b), to the Lenders at their respective addresses as set forth on Schedule 1), or such other office as may be designated by the Agent and Lenders from time to time:

SECTION 7.1 Financial Statements and Projections.

(a) Quarterly Financial Statements. As soon as practicable and in any event within sixty (60) days after the end of each fiscal quarter, an unaudited Consolidated balance sheet of the Borrower and its Subsidiaries as of the close of such fiscal quarter and unaudited Consolidated statements of income, retained earnings and cash flows for the fiscal quarter then ended and that portion of the Fiscal Year then ended, including the notes thereto,

all in reasonable detail setting forth in comparative form the corresponding figures for the preceding Fiscal Year and prepared by the Borrower in accordance with GAAP, except for year end adjustments and the absence of footnotes, and, if applicable, containing disclosure of the effect on the financial position or results of operations of any change in the application of accounting principles

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and practices during the period, and certified by the chief financial officer of the Borrower to present fairly in all material respects the financial condition of the Borrower and its Subsidiaries as of their respective dates and the results of operations of the Borrower and its Subsidiaries for the respective periods then ended, subject to normal year end adjustments.

(b) Annual Financial Statements. As soon as practicable and in any event within one hundred (100) days after the end of each Fiscal Year (including without limitation, the Fiscal Year ended December 31, 1996), an audited Consolidated balance sheet of the Borrower and its Subsidiaries as of the close of such Fiscal Year and audited Consolidated statements of income, retained earnings and cash flows for the Fiscal Year then ended, including the notes thereto, all in reasonable detail setting forth in comparative form the corresponding figures for the preceding Fiscal Year and prepared by Coopers & Lybrand, or other independent certified public accounting firm with nationally recognized standing, in accordance with GAAP and, if applicable, containing disclosure of the effect on the financial position or results of operation of any change in the application of accounting principles and practices during the year, and accompanied by a report thereon by such certified public accountants that is not qualified with respect to scope limitations imposed by the Borrower or any of its Subsidiaries or with respect to accounting principles followed by the Borrower or any of its Subsidiaries not in accordance with GAAP.

(c) Annual Business Plan and Financial Projections. As soon as practicable and in any event within sixty (60) days after the beginning of each Fiscal Year, a business plan of the Borrower and its Subsidiaries in form and substance reasonably satisfactory to the Agent.

(d) DBA Financial Statements. As soon as practicable and in any event within ninety (90) days after the end of the fiscal year ended January 31, 1997, an audited Consolidated balance sheet of DBA and its Subsidiaries as of the close of such fiscal year and audited Consolidated statements of income, retained earnings and cash flows for the fiscal year then ended, including the notes thereto, all in reasonable detail setting forth in comparative form the corresponding figures for the preceding fiscal year and prepared by BDO Seidman, LLP, or other independent certified public accounting firm with nationally recognized standing, in accordance with GAAP and, if applicable, containing disclosure of the effect on the financial position or results of

operation of any change in the application of accounting principles and practices during the year, and accompanied by a report thereon by such certified public accountants that is not qualified with respect to scope limitations imposed by DBA or any of its Subsidiaries or with respect to accounting principles followed by DBA or any of its Subsidiaries not in accordance with GAAP.

SECTION 7.2 Officer's Compliance Certificate. At each time financial

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statements are delivered pursuant to Sections 7.1 (a) or (b), a certificate of the chief financial officer or the treasurer of the Borrower in the form of Exhibit F attached hereto (an "Officer's Compliance Certificate").

SECTION 7.3 Accountants' Certificate. At each time financial statements are delivered pursuant to Section 7.1(b), a certificate of the independent public accountants certifying such financial statements addressed to the Agent for the benefit of the Lenders:

(a) stating that in making the examination necessary for the certification of such financial statements, they obtained no knowledge of any Default or Event of Default or, if such is not the case, specifying such Default or Event of Default and its nature and period of existence; and

(b) including the calculations prepared by such accountants required to establish whether or not the Borrower and its Subsidiaries are in compliance with the financial covenants set forth in Article IX hereof as at the end of each respective period.

SECTION 7.4 Other Reports.

(a) Promptly upon receipt thereof, copies of all reports, if any, submitted to the Borrower or its Board of Directors by its independent public accountants in connection with their auditing function, including, without limitation, any final management report and any management responses thereto;

(b) Promptly but in any event within ten (10) Business Days after the filing thereof, a copy of (i) each report or other filing made by the Borrower or any of its Subsidiaries with the Securities and Exchange Commission ("SEC") and required by the SEC to be delivered to the shareholders of the Borrower or any of its Subsidiaries, and (ii) each report made by the Borrower or any of its Subsidiaries to the SEC on Form 8-K and each final registration statement of the Borrower or any of its Subsidiaries filed with the SEC; and

(c) Such other information regarding the operations, business affairs and financial condition of the Borrower or any of its Subsidiaries as the Agent or any Lender may reasonably request.

SECTION 7.5 Notice of Litigation and Other Matters. Prompt (but in no event later than ten (10) days after the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer of the Borrower obtains knowledge thereof) telephonic and written notice of:

(a) the commencement of all proceedings and investigations by or before any Governmental Authority and all actions and proceedings in any court

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or before any arbitrator against or involving the Borrower or any Subsidiary thereof or any of their respective properties, assets or businesses;

(b) any notice of any violation received by the Borrower or any Subsidiary thereof from any Governmental Authority including, without limitation, any notice of violation of Environmental Laws, which individually or together with all such other notices of violation, could reasonably be expected to have a Material Adverse Effect;

(c) any labor controversy that has resulted in, or threatens to result in, a strike or other work action against the Borrower or any Subsidiary thereof;

(d) any attachment, judgment, lien, levy or order exceeding $1,000,000 that may be assessed against or threatened against the Borrower or any Subsidiary thereof;

(e) any Default or Event of Default;

(f) any event which constitutes or which with the passage of time or giving of notice or both would constitute a default or event of default under any Material Contract to which the Borrower or any of its Subsidiaries is a party or by which the Borrower or any Subsidiary thereof or any of their respective properties may be bound, the result of which could reasonably be expected to have a Material Adverse Effect; and

(g) (i) any unfavorable determination letter from the Internal Revenue Service regarding the qualification of an Employee Benefit Plan under Section 401(a) of the Code (along with a copy thereof), (ii) all notices received by the Borrower or any ERISA Affiliate of the PBGC's intent to terminate any Pension Plan or to have a trustee appointed to administer any Pension Plan, (iii) all notices received by the Borrower or any ERISA Affiliate from a Multiemployer Plan sponsor concerning the imposition or amount of withdrawal liability pursuant to Section 4202 of ERISA and (iv) the Borrower obtaining knowledge or reason to know that the Borrower or any ERISA Affiliate has filed or intends to file a notice of intent to terminate any Pension Plan under a distress termination within the meaning of Section 4041(c) of ERISA.

SECTION 7.6 Accuracy of Information. All written information, reports, statements and other papers and data furnished by or on behalf of the Borrower to the Agent or any Lender (other than financial forecasts) whether pursuant to this Article VII or any other provision of this Agreement, or any other Loan Document, shall be, at the time the same is so furnished, complete and correct in all material respects to the extent necessary to give the Agent or any Lender complete, true and accurate knowledge of the subject matter based on the Borrower's knowledge thereof.

ARTICLE VIII

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AFFIRMATIVE COVENANTS

Until all of the Obligations have been finally and indefeasibly paid and satisfied in full and the Commitments terminated, unless consent has been obtained in the manner provided for in Section 13.11, the Borrower will, and will cause each of its Subsidiaries to:

SECTION 8.1 Preservation of Corporate Existence and Related Matters. Except as permitted by Section 10.5, preserve and maintain its separate corporate existence and all rights, franchises, licenses and privileges necessary to the conduct of its business, and qualify and remain qualified as a foreign corporation and authorized to do business in each jurisdiction in which the failure to so qualify could reasonably be expected to have a Material Adverse Effect.

SECTION 8.2 Maintenance of Property. Protect and preserve all properties useful in and material to its business, including copyrights, patents, trade names and trademarks; maintain in good working order and condition all buildings, equipment and other tangible real and personal property; and from time to time make or cause to be made all renewals, replacements and additions to such property necessary for the conduct of its business, so that the business carried on in connection therewith may be properly and advantageously conducted at all times; except in each case where the failure to take such action could not reasonably be expected to have a Material Adverse Effect.

SECTION 8.3 Insurance. Maintain insurance with financially sound and reputable insurance companies against such risks and in such amounts as are customarily maintained by similar businesses and as may be required by Applicable Law, and on the Closing Date and from time to time thereafter deliver to the Agent upon its request a detailed list of the material policies of insurance then in effect, stating the names of the insurance companies, the amounts and rates of the insurance, the dates of the expiration thereof and the properties and risks covered thereby.

SECTION 8.4 Accounting Methods and Financial Records. Maintain a system of accounting, and keep such books, records and accounts (which shall be true and complete in all material respects) as may be required or as may be necessary to permit the preparation of financial statements in accordance with GAAP and in compliance with the regulations of any Governmental Authority having jurisdiction over it or any of its properties.

SECTION 8.5 Payment and Performance of Obligations. (a) Pay and perform all Obligations under this Agreement and the other Loan Documents and (b) pay or

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perform all material taxes, assessments and other governmental charges that may be levied or assessed upon it or any of its property; provided, that the Borrower or such Subsidiary may contest any item described in clause (b) of this Section 8.5 in good faith so long as adequate reserves are maintained with respect thereto in accordance with GAAP.

SECTION 8.6 Compliance With Laws and Approvals. Observe and remain in compliance in all material respects with all Applicable Laws and maintain in full force and effect in all material respects all Governmental Approvals, in each case applicable to the conduct of its business.

SECTION 8.7 Environmental Laws. In addition to and without limiting the generality of Section 8.6, (a) comply with, and use its best efforts to ensure such compliance by all tenants and subtenants, if any, with, all applicable Environmental Laws and obtain and comply with and maintain, and use its best efforts to ensure that all tenants and subtenants obtain and comply with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect, (b) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws, and promptly comply with all lawful orders and directives of any Governmental Authority regarding Environmental Laws, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect and (c) defend, indemnify and hold harmless the Agent and the Lenders, and their respective parents, Subsidiaries, Affiliates, employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature known or unknown, contingent or otherwise, arising out of, or in any way relating to the violation of, noncompliance with or liability under any Environmental Laws applicable to the operations of the Borrower or such Subsidiary, or any orders, requirements or demands of Governmental Authorities related thereto, including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, response costs, court costs and litigation expenses, except to the extent that any of the foregoing

directly result from the gross negligence or willful misconduct of the party seeking indemnification therefor.

SECTION 8.8 Compliance with ERISA. In addition to and without limiting the generality of Section 8.6, (a) comply with all applicable provisions of ERISA and the regulations and published interpretations thereunder with respect to all Employee Benefit Plans, (b) not take any action or fail to take action the result of which could be a liability to the PBGC or to a Multiemployer Plan, (c) not participate in any prohibited transaction that could result in any civil penalty under ERISA or tax under the Code, (d) operate each Employee Benefit

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Plan in such a manner that will not incur any tax liability under Section 4980B of the Code or any liability to any qualified beneficiary as defined in Section 4980B of the Code and (e) furnish to the Agent upon the Agent's request such additional information about any Employee Benefit Plan as may be reasonably requested by the Agent, except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 8.9 Compliance With Agreements. Comply in all respects with each material term, condition and provision of all leases, agreements and other instruments entered into in the conduct of its business including, without limitation, any Material Contract, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect; provided, that the Borrower or such Subsidiary may contest any such lease, agreement or other instrument in good faith through applicable proceedings so long as adequate reserves are maintained in accordance with GAAP.

SECTION 8.10 Visits and Inspections. Permit representatives of the Agent or any Lender, from time to time, during normal business hours and upon reasonable notice, to visit and inspect its properties; inspect, audit and make extracts from its books, records and files, including, but not limited to, management letters prepared by independent accountants; and discuss with its principal officers, and its independent accountants, its business, assets, liabilities, financial condition, results of operations and business prospects.

SECTION 8.11 Additional Subsidiary Guarantors. Upon the creation of any Material Subsidiary permitted by this Agreement or upon any Subsidiary becoming a Material Subsidiary, cause to be executed and delivered to the Agent within ten (10) Business Days after the creation of such Subsidiary: (a) the Supplement attached to the Subsidiary Guaranty, executed by such new Subsidiary, (b) the closing documents and certificates required of each of the Subsidiary Guarantors pursuant to Section 5.2(b) hereof with respect to such new Subsidiary and (c) such other documents reasonably requested by the Agent in order that such new Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Subsidiary Guaranty. Upon satisfaction of the

conditions set forth in this Section 8.11, such new Subsidiary shall become a Subsidiary Guarantor as if an original signatory to the Subsidiary Guaranty.

SECTION 8.12 Further Assurances. Make, execute and deliver all such additional and further acts, things, deeds and instruments as the Agent or any Lender may reasonably require to document and consummate the transactions contemplated hereby and to vest completely in and insure the Agent and the Lenders their respective rights under this Agreement, the Notes, the Letters of Credit and the other Loan Documents.

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ARTICLE IX

FINANCIAL COVENANTS

Until all of the Obligations have been finally and indefeasibly paid and satisfied in full and the Commitments terminated, unless consent has been obtained in the manner set forth in Section 13.11 hereof, the Borrower and its Subsidiaries on a Consolidated basis will not:

SECTION 9.1 Leverage Ratio. As of the end of any fiscal quarter, permit the ratio of (a) the Consolidated Debt of the Borrower and its Subsidiaries as of such date to (b) EBITDA for the period of four (4) consecutive fiscal quarters ending on such date, to exceed 2.50 to 1.00. For the purposes of this Section 9.1, EBITDA for each of the fiscal quarters ending on or prior to March 31, 1997, shall be calculated on a pro forma basis to combine the EBITDA of the Borrower and its Subsidiaries with the EBITDA of DBA and its Subsidiaries.

SECTION 9.2 Interest Coverage Ratio. As of the end of any fiscal quarter, permit the ratio of (a) EBITDA for the period of four (4) consecutive fiscal quarters ending on such date to (b) Consolidated Interest Expense of the Borrower and its Subsidiaries for such period of four (4) fiscal quarters, to be less than 4.00 to 1.00; provided, that (a) for the fiscal quarter ending March 31, 1997, such calculation shall be made only for such fiscal quarter, (b) for the fiscal quarter ending June 30, 1997, such calculation shall be made for the period of two (2) fiscal quarters ending on such date and (c) for the fiscal quarter ending September 30, 1997, such calculation shall be made for the period of three (3) fiscal quarters ending on such date. For the purposes of this Section 9.2, EBITDA for the fiscal quarter ending on March 31, 1997, shall be calculated on a pro forma basis to combine the EBITDA of the Borrower and its Subsidiaries with the EBITDA of DBA and its Subsidiaries

SECTION 9.3 Minimum Tangible Net Worth. Permit, at any time, Tangible Net Worth to be less than (a) $17,300,000 plus (b)

50% of cumulative quarterly Consolidated Net Income (prior to the impact of non-cash charges related to the write down of intangibles) of the Borrower and its Subsidiaries commencing on January 1, 1997 (without deduction for any quarterly losses) plus (c) 50% of the net proceeds received by the Borrower or any of its Subsidiaries of any public equity issuance by the Borrower or any of its Subsidiaries subsequent to the Closing Date.

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ARTICLE X

NEGATIVE COVENANTS

Until all of the Obligations have been finally and indefeasibly paid and satisfied in full and the Commitments terminated, unless consent has been obtained in the manner set forth in Section 13.11 hereof, the Borrower has not and will not permit any of its Subsidiaries to:

SECTION 10.1 Limitations on Debt. Create, incur, assume or suffer to exist any Debt except:

(a) the Obligations;

(b) Debt incurred in connection with a Hedging Agreement with a counterparty and upon terms and conditions reasonably satisfactory to the Agent;

(c) Debt existing on the Closing Date, as set forth on Schedule 6.1(t) of the Disclosure Letter and the renewal and refinancing (but not the increase) thereof;

(d) Debt of the Borrower and its Subsidiaries incurred in connection with Capitalized Leases in an aggregate amount not to exceed $1,000,000 on any date of determination;

(e) purchase money Debt of the Borrower and its Subsidiaries in an aggregate amount not to exceed $1,000,000 on any date of determination;

(f) Debt of the Borrower and its Subsidiaries owing to sellers in connection with acquisitions permitted pursuant to Section 10.4(d) in an aggregate amount not to exceed $10,000,000 on any date of determination; provided, that such Debt shall be subordinated substantially in accordance with the terms and provisions set forth on Exhibit J attached hereto and incorporated herein by reference;

(g) intercompany Debt; provided, that the aggregate amount of Debt owing from any Subsidiary which is not a Subsidiary Guarantor to the Borrower or any Subsidiary Guarantor shall not exceed $5,000,000 on any date of determination;

(h) Debt of the Borrower and its Subsidiaries not otherwise permitted hereby in an aggregate amount not to exceed $1,000,000 on any date of

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determination; and

(i) Debt consisting of Contingent Obligations permitted by Section 10.2;

provided, that none of the Debt permitted to be incurred by this Section shall restrict, limit or otherwise encumber (by covenant or otherwise) the ability of any Subsidiary of the Borrower to make any payment to the Borrower or any of its Subsidiaries (in the form of dividends, intercompany advances or otherwise) for the purpose of enabling the Borrower to pay the Obligations.

SECTION 10.2 Limitations on Contingent Obligations. Create, incur, assume or suffer to exist any Contingent Obligations except:

(a) Contingent Obligations in favor of the Agent for the benefit of the Agent and the Lenders;

(b) Contingent Obligations existing on the Closing Date and not otherwise permitted under this Section 10.2, as set forth on Schedule 6.1(t) of the Disclosure Letter and the renewal and refinancing (but not the increase) thereof;

(c) Contingent Obligations with respect to Debt permitted pursuant to Section 10.1; and

(d) Contingent Obligations in an amount not to exceed $1,000,000 on any date of determination.

SECTION 10.3 Limitations on Liens. Create, incur, assume or suffer to exist, any Lien on or with respect to any of its assets or properties (including without limitation shares of capital stock or other ownership interests), real or personal, whether now owned or hereafter acquired, except:

(a) Liens of the Agent for the benefit of the Agent and the Lenders;

(b) Liens not otherwise permitted by this Section 10.3 and in existence on the Closing Date and described on Schedule 10.3 of the Disclosure Letter;

(c) Liens for taxes, assessments and other governmental charges or levies (excluding any Lien imposed pursuant to any of the provisions of ERISA or Environmental Laws) not yet due or as to which the period of grace (not to exceed thirty (30) days), if any, related thereto has not expired or which are being contested in good faith and by appropriate proceedings if adequate reserves are maintained to the extent required by GAAP;

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(d) the claims of materialmen, mechanics, carriers, warehousemen, processors or landlords for labor, materials, supplies or rentals incurred in the ordinary course of business, (i) which are not overdue for a period of more than thirty (30) days or (ii) which are being contested in good faith and by appropriate proceedings;

(e) Liens consisting of deposits or pledges made in the ordinary course of business in connection with, or to secure payment of, obligations under workers' compensation, unemployment insurance or similar legislation;

(f) Liens constituting encumbrances in the nature of zoning restrictions, easements and rights or restrictions of record on the use of real property, which in the aggregate are not substantial in amount and which do not, in any case, detract from the value of such property or impair the use thereof in the ordinary conduct of business;

(g) Liens securing Debt permitted under Sections 10.1(d) and (e); provided, that (i) such Liens shall be created substantially simultaneously with the lease or acquisition of the related asset, (ii) such Liens do not at any time encumber any property other than the property financed by such Debt, (iii) the amount of Debt secured thereby is not increased and (iv) the principal amount of Debt secured by any such Lien shall at no time exceed ninety percent (90%) of the original lease payment amount or purchase price of such property at the time it was leased or acquired;

(h) Liens on any "margin stock" (as defined in Regulations G and U of the Board of Governors of the Federal Reserve System) owned by the Borrower or any of its Subsidiaries, to the extent that the value of such margin stock is equal to or greater than 25% of the value of the total assets of the Borrower and its Subsidiaries;

(i) any Lien existing on property of a Person immediately prior to its being consolidated with or merged into the Borrower or a Subsidiary or its becoming a Subsidiary, or any Lien existing on any property acquired by the Borrower or any Subsidiary at the time such property is so acquired (so long as the Debt secured thereby shall have been assumed and is otherwise permitted under Section 9.1 or 9.2); provided, that (i) no such Lien shall have been created or assumed in contemplation of such consolidation or merger or such Person's becoming a Subsidiary or such acquisition of property, and (ii) each such Lien shall extend solely to the item or items of property so acquired;

(j) leases or subleases and licenses or sublicenses granted to another Person in the ordinary course of the Borrower's business and not interfering in any material respect with the business of the Borrower and its Subsidiaries, taken as a whole;

(k) Liens arising from judgments, decrees or attachments in

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circumstances not constituting an Event of Default under Section 11.1(m);

(l) Liens which constitute rights of set-off of a customary nature or banker's Liens with respect to amounts on deposit, whether arising by operation of law or by contract in connection with arrangements entered into with banks in the ordinary course of business; and

(m) Liens securing Debt permitted under Section 10.1(h).

SECTION 10.4 Limitations on Loans, Advances, Investments and Acquisitions. Purchase, own, invest in or otherwise acquire, directly or indirectly, any capital stock, interests in any partnership or joint venture (including without limitation the creation or capitalization of any Subsidiary), evidence of Debt or other obligation or security, substantially all or a portion of the business or assets of any other Person or any other investment or interest whatsoever in any other Person, or make or permit to exist, directly or indirectly, any loans, advances or extensions of credit to, or any investment in cash or by delivery of property in, any Person, or enter into, directly or indirectly, any commitment or option in respect of the foregoing except:

(a) investments in Subsidiaries existing on the Closing Date or formed at any time thereafter, or acquired in compliance with clause (d) of this Section 10.4; and the existing loans, advances and investments described on Schedule 10.4 of the Disclosure Letter;

(b) investments in (i) marketable direct obligations issued or unconditionally guaranteed by the United States of America or any agency thereof maturing within 120 days from the date of acquisition thereof, (ii) commercial paper maturing no more than 120 days from the date of creation thereof and currently having the highest rating obtainable from either Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. or Moody's Investors Service, Inc., (iii) certificates of deposit maturing no more than 120 days from the date of creation thereof issued by commercial banks incorporated under the laws of the United States of America, each having combined capital, surplus and undivided profits of not less than $500,000,000 and having a rating of "A" or better by a nationally recognized rating agency; provided, that the aggregate amount invested in such certificates of deposit shall not at any time exceed $5,000,000 for any one such certificate of deposit and $10,000,000 for any one such bank, or (iv) time deposits maturing no more than 30 days from the date of creation thereof with commercial banks or savings banks or savings and loan associations each having membership either in the FDIC or the deposits of which are insured by the FDIC and in amounts not exceeding the maximum amounts of insurance thereunder;

(c) the Acquisition and Merger;

(d) investments by the Borrower or any of its Subsidiaries in the

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form of acquisitions of all or substantially all of the business or a line of business (whether by the acquisition of capital stock, assets or any combination thereof) of any other Person if such acquisition meets all of the following requirements: (i) the Person whose equity interest is to be acquired shall be or, as a result of such acquisition shall become, a Wholly-Owned Subsidiary of the Borrower and no Change in Control shall have been effected thereby, (ii) the Person whose equity interest is to be acquired shall engage in a business or the assets being acquired are to be used in a business described in Section 10.11, (iii) evidence of approval of the acquisition by the board of directors or equivalent governing body of the acquired Person, including, without limitation, resolutions duly adopted by the board of directors or equivalent governing body of the acquired Person authorizing the acquisition and the execution, delivery and performance of any transactions contemplated thereby, shall have been delivered to the Agent, (iv) the Borrower shall have demonstrated *pro forma* compliance with each covenant contained in Articles VIII, IX and X hereof prior to consummating the acquisition and no Default or Event of Default shall have occurred and be continuing both before and after giving effect to the acquisition, (v) a description of the acquisition and the governing documentation shall have been delivered to the Agent at least fifteen (15) Business Days prior to the consummation of the acquisition and a copy of the final governing documentation shall be delivered within a reasonable time after the acquisition, (vi) the Borrower shall comply and cause of each of its Subsidiaries to comply with Section 8.11 and (vii) the fair market value of all consideration paid (including, without limitation, cash consideration paid, Debt assumed and the value of any stock transferred in any "pooling of interests" or otherwise) in connection with all such acquisitions in the aggregate shall not exceed $50,000,000 in any Fiscal Year;

(g) loans and advances to employees in the ordinary course of business in an aggregate amount not to exceed $250,000 at any time; and

(f) investments by the Borrower (i) pursuant to its investment policy in effect on the Closing Date and attached hereto as *Exhibit I*, as amended from time to time with the consent of the Required Lenders, (ii) in publicly traded common stock and (iii) in non-publicly traded common stock or investment funds; *provided*, that (A) aggregate investments (calculated on a cost basis) pursuant to this clause (f) shall not exceed $20,000,000 on any date of determination, (B) aggregate investments (calculated on a cost basis) pursuant to subclauses (ii) and (iii) of this clause (f) shall not exceed $12,000,000 on any date of determination, (C) investments (calculated on a cost basis) pursuant to subclause (iii) of this clause (f) shall not exceed $4,000,000 on any date of

determination and (D) investments pursuant to subclauses (ii) and (iii) of this clause (f) shall be in Persons engaged in a business described in Section 10.11.

SECTION 10.5 *Limitations on Mergers and Liquidation.* Merge, consolidate

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or enter into any similar combination with any other Person or liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution) except:

(a) the Acquisition and Merger;

(b) any Subsidiary of the Borrower may merge with or wind-up into the Borrower or any Subsidiary Guarantor; and

(c) any Wholly-Owned Subsidiary may merge into the Person such Wholly-Owned Subsidiary was formed to acquire in connection with an acquisition permitted by Section 10.4(d); provided, that the surviving entity shall be or become a Subsidiary Guarantor.

SECTION 10.6 Limitations on Sale of Assets. Convey, sell, lease, assign, transfer or otherwise dispose of any of its property, business or assets (including, without limitation, the sale of any receivables and leasehold interests and any sale-leaseback or similar transaction), whether now owned or hereafter acquired except:

(a) the sale of inventory in the ordinary course of business;

(b) the sale of obsolete assets or assets no longer used or usable in the business of the Borrower or any of its Subsidiaries;

(c) the transfer of assets to the Borrower or any Subsidiary Guarantor pursuant to Section 10.5;

(d) the sale or discount without recourse of accounts receivable arising in the ordinary course of business in connection with the compromise or collection thereof;

(e) transfers consisting of the granting of non-exclusive licenses and similar arrangements for the use of the property of the Borrower and its Subsidiaries in the ordinary course of business;

(f) transfers constituting investments permitted under Section 10.4 or the liquidation of such investments (except to the extent that any such liquidation is prohibited pursuant to Section 10.5);

(g) transfers from any Subsidiary to any other Subsidiary or the Borrower; and

(h) other transfers not otherwise permitted by this Section 10.6 not exceeding an amount equal to five percent (5%) of Consolidated Tangible Net Worth (calculated as of the end of the Fiscal Year most recently ended) in any Fiscal Year.

SECTION 10.7 Limitations on Dividends and Distributions. Declare or pay

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any dividends upon any of its capital stock; purchase, redeem, retire or otherwise acquire, directly or indirectly, any shares of its capital stock, or make any distribution of cash, property or assets among the holders of shares of its capital stock; provided, that:

(a) the Borrower and its Subsidiaries may pay cash dividends or redeem capital stock, in an aggregate amount during any period of four (4) fiscal quarters not to exceed the lesser of: (i) $5,000,000 or (ii) 25% of the Consolidated Net Income of the Borrower and its Subsidiaries for such period of four (4) fiscal quarters;

(b) the Borrower or any Subsidiary may pay dividends in shares of its own capital stock; and

(c) any Subsidiary may pay dividends to the Borrower or any Subsidiary.

SECTION 10.8 Transactions with Affiliates. To the extent not otherwise expressly permitted herein, directly or indirectly: (a) make any loan or advance to, or purchase or assume any note or other obligation to or from, any of its officers, directors, shareholders or other Affiliates, or to or from any member of the immediate family of any of its officers, directors, shareholders or other Affiliates, or subcontract any operations to any of its Affiliates, or (b) enter into, or be a party to, any transaction with any of its Affiliates, except pursuant to the reasonable requirements of its business and upon fair and reasonable terms that are no less favorable to it than it would obtain in a comparable arm's length transaction with a Person not its Affiliate.

SECTION 10.9 Certain Accounting Changes. Change its Fiscal Year end, or make any change in its accounting treatment and reporting practices except as required or permitted by GAAP.

SECTION 10.10 Restrictive Agreements. Enter into any Debt which contains any negative pledge on assets other than the assets or properties securing such Debt or any covenants more restrictive than the provisions of Articles VIII, IX and X hereof, or which restricts, limits or otherwise encumbers its ability to incur Liens

on or with respect to any of its assets or properties other than the assets or properties securing such Debt.

SECTION 10.10 Conduct of Business. Not engage in any material line of business substantially different from those businesses in which it engages as of the Closing Date, or lines of business reasonably related or incidental thereto.

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ARTICLE XI

DEFAULT AND REMEDIES

SECTION 11.1 Events of Default. Each of the following shall constitute an Event of Default, whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment or order of any court or any order, rule or regulation of any Governmental Authority or otherwise:

(a) Default in Payment of Principal of Loans and Reimbursement Obligation. The Borrower shall default in any payment of principal of any Loan, Note or Reimbursement Obligation when and as due (whether at maturity, by reason of acceleration or otherwise).

(b) Other Payment Default. The Borrower shall default in the payment when and as due (whether at maturity, by reason of acceleration or otherwise) of interest on any Loan, Note or Reimbursement Obligation or the payment of any other Obligation, and such default shall continue unremedied for five (5) Business Days.

(c) Misrepresentation. Any representation or warranty made or deemed to be made by the Borrower or any of its Subsidiaries under this Agreement, any Loan Document or any amendment hereto or thereto, shall at any time prove to have been incorrect or misleading in any material respect when made or deemed made.

(d) Default in Performance of Certain Covenants. The Borrower shall default in the performance or observance of any covenant or agreement contained in Sections 7.2, 7.5(e) or Articles IX or X of this Agreement.

(e) Default in Performance of Other Covenants and Conditions. The Borrower or any Subsidiary thereof shall default in the performance or observance of any term, covenant, condition or agreement contained in this Agreement (other than as specifically provided for otherwise in this Section 11.1) or any other Loan Document and such default shall continue for a period of thirty (30) days after written notice thereof has been given to the Borrower by the Agent.

(f) Debt Cross-Default. The Borrower or any of its Subsidiaries shall

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(i) default in the payment of any Debt (other than the Notes or any Reimbursement Obligation) the aggregate outstanding amount of which Debt is in excess of $1,000,000 beyond the period of grace if any, provided in the instrument or agreement under which such Debt was created, or (ii) default in the observance or performance of any other agreement or condition relating to any Debt (other than the Notes or any Reimbursement Obligation) the aggregate outstanding amount of which Debt is in excess of $1,000,000 or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Debt (or a trustee or agent on behalf of such holder or holders) to cause, with the giving of notice if required, any such Debt to become due prior to its stated maturity (any applicable grace period having expired).

(g) Other Cross-Defaults. The Borrower or any of its Subsidiaries shall default in the payment when due (the aggregate outstanding amount of which is in excess of $2,000,000) under any Material Contract unless, but only as long as, the existence of any such default is being contested by the Borrower or such Subsidiary in good faith by appropriate proceedings and adequate reserves in respect thereof have been established on the books of the Borrower or such Subsidiary to the extent required by GAAP.

(h) Change in Control. Any person or group of persons (within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended), shall obtain ownership or control in one or more series of transactions of more than thirty percent (30%) of the common stock or thirty percent (30%) of the voting power of the Borrower entitled to vote in the election of members of the board of directors of the Borrower (any such event, a "Change in Control").

(i) Voluntary Bankruptcy Proceeding. The Borrower or any Subsidiary thereof shall (i) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (ii) file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition for adjustment of debts, (iii) consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws, (iv) apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign, (v) admit in writing its inability to pay its debts as they become due, (vi) make a general assignment for the benefit of creditors, or (vii) take any corporate action for the purpose of authorizing any of the foregoing.

(j) Involuntary Bankruptcy Proceeding. A case or other proceeding

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shall be commenced against the Borrower or any Subsidiary thereof in any court of competent jurisdiction seeking (i) relief under the federal bankruptcy laws (as now or hereafter in effect) or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts, or (ii) the appointment of a trustee, receiver, custodian, liquidator or the like for the Borrower or any Subsidiary thereof or for all or any substantial part of their respective assets, domestic or foreign, and such case or proceeding shall continue without dismissal or stay for a period of sixty (60) consecutive days, or an order granting the relief requested in such case or proceeding (including, but not limited to, an order for relief under such federal bankruptcy laws) shall be entered.

(k) Failure of Agreements. Any provision of the Subsidiary Guaranty shall for any reason cease to be valid and binding on the Subsidiary Guarantors party thereto or any such Person shall so state in writing, other than in accordance with the express terms thereof.

(l) Termination Event. The occurrence of any of the following events: (i) the Borrower or any ERISA Affiliate fails to make full payment when due of all amounts which, under the provisions of any Pension Plan or Section 412 of the Code, the Borrower or any ERISA Affiliate is required to pay as contributions thereto, (ii) an accumulated funding deficiency in excess of $1,000,000 occurs or exists, whether or not waived, with respect to any Pension Plan, (iii) a Termination Event or (iv) the Borrower or any ERISA Affiliate as employers under one or more Multiemployer Plan makes a complete or partial withdrawal from any such Multiemployer Plan and the plan sponsor of such Multiemployer Plans notifies such withdrawing employer that such employer has incurred a withdrawal liability requiring payments in an amount exceeding $1,000,000.

(m) Judgment. A judgment or order for the payment of money which causes the aggregate amount of all such judgments to exceed $1,000,000 in any Fiscal Year shall be entered against the Borrower or any of its Subsidiaries by any court and such judgment or order shall continue without discharge or stay for a period of thirty (30) days.

SECTION 11.2 Remedies. Upon the occurrence of an Event of Default, with the consent of the Required Lenders, the Agent may, or upon the request of the Required Lenders, the Agent shall, by notice to the Borrower:

(a) Acceleration; Termination of Facilities. Declare the principal of and interest on the Loans, the Notes and the Reimbursement Obligations at the time outstanding, and all other amounts owed to the Lenders and to the Agent under this Agreement

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or any of the other Loan Documents and all other Obligations (including, without limitation, all L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder), to be forthwith due and payable, whereupon the same shall immediately become due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived, anything in this Agreement or the other Loan Documents to the contrary notwithstanding, and terminate the Credit Facility and any right of the Borrower to request borrowings or Letters of Credit thereunder; provided, that upon the occurrence of an Event of Default specified in Section 11.1(i) or (j), the Credit Facility shall be automatically terminated and all Obligations shall automatically become due and payable.

(b) Letters of Credit. With respect to all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of an acceleration pursuant to the preceding paragraph, require the Borrower at such time to deposit in a cash collateral account opened by the Agent an amount equal to the aggregate then undrawn and unexpired amount of such Letters of Credit. Amounts held in such cash collateral account shall be applied by the Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay the other Obligations. After all such Letters of Credit shall have expired or been fully drawn upon, the Reimbursement Obligation shall have been satisfied and all other Obligations shall have been paid in full, the balance, if any, in such cash collateral account shall be returned to the Borrower.

(c) Rights of Collection. Exercise on behalf of the Lenders all of its other rights and remedies under this Agreement, the other Loan Documents and Applicable Law, in order to satisfy all of the Borrower's Obligations.

SECTION 11.3 Rights and Remedies Cumulative; Non-Waiver; etc. The enumeration of the rights and remedies of the Agent and the Lenders set forth in this Agreement is not intended to be exhaustive and the exercise by the Agent and the Lenders of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative, and shall be in addition to any other right or remedy given hereunder or under the Loan Documents or that may now or hereafter exist in law or in equity or by suit or otherwise. No delay or failure to take action on the part of the Agent or any Lender in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude other or further exercise thereof or the exercise of any other right, power or privilege or shall be construed to be a waiver of any Event of Default. No course of dealing between the

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Borrower, the Agent and the Lenders or their respective agents or employees shall be effective to change, modify or discharge any provision of this Agreement or any of the other Loan Documents or to constitute a waiver of any Event of Default.

ARTICLE XII

THE AGENT

SECTION 12.1 Appointment. Each of the Lenders hereby irrevocably designates and appoints First Union as Agent of such Lender under this Agreement and the other Loan Documents and each such Lender irrevocably authorizes First Union as Agent for such Lender, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Agent by the terms of this Agreement and such other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement or such other Loan Documents, the Agent shall not have any duties or responsibilities, except those expressly set forth herein and therein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or the other Loan Documents or otherwise exist against the Agent.

SECTION 12.2 Delegation of Duties. The Agent may execute any of its respective duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by the Agent with reasonable care.

SECTION 12.3 Exculpatory Provisions. Neither the Agent nor any of its officers, directors, employees, agents, attorneys-in-fact, Subsidiaries or Affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or the other Loan Documents (except for actions occasioned solely by its or such Person's own gross negligence or willful misconduct), or (b) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by the Borrower or any of its Subsidiaries or any officer thereof contained in this Agreement or the other Loan Documents or in any certificate, report, statement or other document referred to or provided for in, or received by the Agent under or in connection with, this Agreement or the other Loan Documents or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or the other Loan Documents or for any failure of the Borrower or any of its

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Subsidiaries to perform its obligations hereunder or thereunder. The Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement, or to inspect the properties, books or records of the Borrower or any of its Subsidiaries.

SECTION 12.4 Reliance by the Agent. The Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Borrower), independent accountants and other experts selected by the Agent. The Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless such Note shall have been transferred in accordance with Section 13.10 hereof. The Agent shall be fully justified in failing or refusing to take any action under this Agreement and the other Loan Documents unless it shall first receive such advice or concurrence of the Required Lenders (or, when expressly required hereby or by the relevant other Loan Document, all the Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action except for its own gross negligence or willful misconduct. The Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the Notes in accordance with a request of the Required Lenders (or, when expressly required hereby, all the Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Notes.

SECTION 12.5 Notice of Default. The Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless it has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Agent receives such a notice, it shall promptly give notice thereof to the Lenders. The Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders; provided, that unless and until the Agent shall have received such directions, the Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

SECTION 12.6 Non-Reliance on the Agent and Other Lenders. Each Lender expressly acknowledges that neither the Agent nor any

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of its respective officers, directors, employees, agents, attorneys-in-fact, Subsidiaries or Affiliates has made any representations or warranties to it and that no act by the Agent hereinafter taken, including any review of the affairs of the Borrower or any of its Subsidiaries, shall be deemed to constitute any representation or warranty by the Agent to any Lender. Each Lender represents to the Agent that it has, independently and without reliance upon the Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrower and its Subsidiaries and made its own decision to make its Loans and issue or participate in Letters of Credit hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower and its Subsidiaries. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Agent hereunder or by the other Loan Documents, the Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, financial and other condition or creditworthiness of the Borrower or any of its Subsidiaries which may come into the possession of the Agent or any of its respective officers, directors, employees, agents, attorneys-in-fact, Subsidiaries or Affiliates.

SECTION 12.7 Indemnification. The Lenders agree to indemnify the Agent in its capacity as such and (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to the respective amounts of their Commitment Percentages, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including, without limitation, at any time following the payment of the Notes or any Reimbursement Obligation) be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of this Agreement or the other Loan Documents, or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Agent under or in connection with any of the foregoing; provided, that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from the Agent's bad faith, gross negligence or willful misconduct. The agreements in this Section 12.7 shall survive the payment of

the Notes, any Reimbursement Obligation and all other amounts payable hereunder and the termination of this Agreement.

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SECTION 12.8 The Agent in Its Individual Capacity. The Agent and its respective Subsidiaries and Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrower as though the Agent were not an Agent hereunder. With respect to any Loans made or renewed by it and any Note issued to it and with respect to any Letter of Credit issued by it or participated in by it, the Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include the Agent in its individual capacity.

SECTION 12.9 Resignation of the Agent; Successor Agent. Subject to the appointment and acceptance of a successor as provided below, the Agent may resign at any time by giving notice thereof to the Lenders and the Borrower. Upon any such resignation, the Required Lenders shall have the right, with the consent of the Borrower (which consent shall not unreasonably be withheld or delayed), to appoint a successor Agent, which successor shall have minimum capital and surplus of at least $500,000,000. If no successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the Agent's giving of notice of resignation, then the Agent may, on behalf of the Lenders, with the consent of the Borrower (which consent shall not unreasonably be withheld or delayed), appoint a successor Agent, which successor shall have minimum capital and surplus of at least $500,000,000. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. After any retiring Agent's resignation hereunder as Agent, the provisions of this Section 12.9 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Agent.

ARTICLE XIII

MISCELLANEOUS

SECTION 13.1 Notices.

(a) Method of Communication. Except as otherwise provided in this Agreement, all notices and communications hereunder shall be in writing, or by telephone subsequently confirmed in writing. Any notice shall be effective if delivered by hand delivery or sent via telecopy, recognized overnight courier service or certified mail, return receipt requested, and shall be

presumed to be received by a party hereto (i) on the date of delivery if

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delivered by hand or sent by telecopy, (ii) on the next Business Day if sent by recognized overnight courier service and (iii) on the third Business Day following the date sent by certified mail, return receipt requested. A telephonic notice to the Agent as understood by the Agent will be deemed to be the controlling and proper notice in the event of a discrepancy with or failure to receive a confirming written notice.

(b) Addresses for Notices. Notices to any party shall be sent to it at the following addresses, or any other address as to which all the other parties are notified in writing.

If to the Borrower: American Business Information, Inc.
5711 So. 86th Circle
P.O. Box 27347
Omaha, Nebraska 68127-0347
Attention: Mr. Jon H. Wellman
Mr. Eric Groves
Telephone No.: (402) 596-8900
Telecopy No.: (402) 339-0265

With copies to: Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304-1050
Attention: Francis S. Currie
Telephone: (415) 493-9300
Telecopy: (415) 496-4006

If to First Union as Agent: First Union National Bank of North Carolina
One First Union Center, TW-10
301 South College Street
Charlotte, North Carolina
28288-0608
Attention: Syndication Agency Services
Telephone No.: (704) 383-0281
Telecopy No.: (704) 383-0288

With copies to: First Union National Bank of North Carolina
One First Union Center, DC-5
301 South College Street
Charlotte, North Carolina
28288
Attention: Doug Sleeper
Telephone No.: (704) 374-4367
Telecopy No.: (704) 374-2802

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If to any Lender: To the Address set forth on Schedule 1 hereto

(c) Agent's Office. The Agent hereby designates its office located at the address set forth above, or any subsequent office which shall have been specified for such purpose by written notice to the Borrower and Lenders, as the Agent's Office referred to herein, to which payments due are to be made and at which Loans will be disbursed and Letters of Credit issued.

SECTION 13.2 Expenses; Indemnity. The Borrower will, within thirty (30) days after demand, (a) pay all reasonable out-of-pocket expenses of the Agent in connection with: (i) the preparation, execution and delivery of this Agreement and each other Loan Document, whenever the same shall be executed and delivered, including without limitation all reasonable out-of-pocket syndication and due diligence expenses and reasonable fees and disbursements of counsel for the Agent and (ii) the preparation, execution and delivery of any waiver, amendment or consent by the Agent or the Lenders relating to this Agreement or any other Loan Document, including without limitation reasonable fees and disbursements of counsel for the Agent, (b) pay all out-of-pocket expenses of the Agent and each Lender in connection with the administration and enforcement of any rights and remedies of the Agent and Lenders under the Credit Facility, including consulting with appraisers, accountants, engineers, attorneys and other Persons concerning the nature, scope or value of any right or remedy of the Agent or any Lender hereunder or under any other Loan Document or any factual matters in connection therewith, which expenses shall include without limitation the reasonable fees and disbursements of such Persons, and (c) defend, indemnify and hold harmless the Agent and the Lenders, and their respective parents, Subsidiaries, Affiliates, employees, agents, officers and directors, from and against any losses, penalties, fines, liabilities, settlements, damages, costs and expenses, suffered by any such Person in connection with any claim, investigation, litigation or other proceeding (whether or not the Agent or any Lender is a party thereto) and the prosecution and defense thereof, arising out of or in any way connected with the Agreement, any other Loan Document or the Loans, including without limitation reasonable attorney's and

consultant's fees, except to the extent that any of the foregoing directly result from the gross negligence or willful misconduct of the party seeking indemnification therefor.

SECTION 13.3 Set-off. In addition to any rights now or hereafter granted under Applicable Law and not by way of limitation of any such rights, upon and after the occurrence of any Event of Default and during the continuance thereof, the Lenders and any assignee or participant of a Lender in accordance with

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Section 13.10 are hereby authorized by the Borrower at any time or from time to time, without notice to the Borrower or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and to apply any and all deposits (general or special, time or demand, including, but not limited to, indebtedness evidenced by certificates of deposit, whether matured or unmatured) and any other indebtedness at any time held or owing by the Lenders, or any such assignee or participant to or for the credit or the account of the Borrower against and on account of the Obligations irrespective of whether or not (a) the Lenders shall have made any demand under this Agreement or any of the other Loan Documents or (b) the Agent shall have declared any or all of the Obligations to be due and payable as permitted by Section 11.2 and although such Obligations shall be contingent or unmatured.

SECTION 13.4 Governing Law. This Agreement, the Notes and the other Loan Documents, unless otherwise expressly set forth therein, shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina, without reference to the conflicts or choice of law principles thereof.

SECTION 13.5 Consent to Jurisdiction. The Borrower hereby irrevocably consents to the personal jurisdiction of the state and federal courts located in Mecklenburg County, North Carolina, in any action, claim or other proceeding arising out of any dispute in connection with this Agreement, the Notes and the other Loan Documents, any rights or obligations hereunder or thereunder, or the performance of such rights and obligations. The Borrower hereby irrevocably consents to the service of a summons and complaint and other process in any action, claim or proceeding brought by the Agent or any Lender in connection with this Agreement, the Notes or the other Loan Documents, any rights or obligations hereunder or thereunder, or the performance of such rights and obligations, on behalf of itself or its property, in the manner specified in Section 13.1. Nothing in this Section 13.5 shall affect the right of the Agent or any Lender to serve legal process in any other manner permitted by Applicable Law or affect the right of the Agent or any Lender to bring any action or proceeding against the Borrower or its properties in the courts of any other jurisdictions.

SECTION 13.6 Binding Arbitration; Waiver of Jury Trial.

(a) Binding Arbitration. Upon demand of any party, whether made before or after institution of any judicial proceeding, any dispute, claim or controversy arising out of, connected with or relating to the Notes or any other Loan Documents ("Disputes"), between or among parties to the Notes or any other Loan Document shall be resolved by binding arbitration as provided herein. Institution of a judicial proceeding by a party does not waive the right of that party to demand arbitration hereunder. Disputes may include, without limitation, tort claims, counterclaims, claims brought as class actions, claims arising from

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Loan Documents executed in the future, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the Loan Documents. Arbitration shall be conducted under and governed by the Commercial Financial Disputes Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association and Title 9 of the U.S. Code. All arbitration hearings shall be conducted in Charlotte, North Carolina. The expedited procedures set forth in Rule 51, et seq. of the Arbitration Rules shall be applicable to claims of less than $1,000,000. All applicable statutes of limitation shall apply to any Dispute. A judgment upon the award may be entered in any court having jurisdiction. The panel from which all arbitrators are selected shall be comprised of licensed attorneys. The single arbitrator selected for expedited procedure shall be a retired judge from the highest court of general jurisdiction, state or federal, of the state where the hearing will be conducted. Notwithstanding the foregoing, this paragraph shall not apply to any Hedging Agreement that is a Loan Document.

(b) Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGENT, EACH LENDER AND THE BORROWER HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY ACTION, CLAIM OR OTHER PROCEEDING ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, THE NOTES OR THE OTHER LOAN DOCUMENTS, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS.

(c) Preservation of Certain Remedies. Notwithstanding the preceding binding arbitration provisions, the parties hereto and to the other Loan Documents preserve, without diminution, certain remedies that such Persons may employ or exercise freely, either alone, in conjunction with or during a Dispute. Each such Person shall have and hereby reserves the right to proceed in any court of proper jurisdiction or by self help to exercise or prosecute the following remedies: (i) all rights to foreclose against any real or personal property or other security by exercising a power of sale granted in the Loan Documents or under applicable law or by judicial foreclosure and sale, (ii) all rights

of self help including peaceful occupation of property and collection of rents, set off, and peaceful possession of property, (iii) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and in filing an involuntary bankruptcy proceeding, and (iv) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of an arbitrator to grant similar remedies that may be requested by a party in a Dispute.

SECTION 13.7 Reversal of Payments. To the extent the Borrower makes a payment or payments to the Agent, for the benefit of itself or the Lenders, or the Agent receives any payment or proceeds of the collateral which payments or proceeds or any part thereof are subsequently invalidated, declared to be

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fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds repaid, the Obligations or part thereof intended to be satisfied shall be revived and continued in full force and effect as if such payment or proceeds had not been received by the Agent.

SECTION 13.8 Punitive Damages. The Agent, Lenders and Borrower (on behalf of itself and its Subsidiaries) hereby agree that no such Person shall have a remedy of punitive or exemplary damages against any other party to a Loan Document and each such Person hereby waives any right or claim to punitive or exemplary damages that they may now have or may arise in the future in connection with any Dispute, whether such Dispute is resolved through arbitration or judicially.

SECTION 13.9 Accounting Matters. All financial and accounting calculations, measurements and computations made for any purpose relating to this Agreement, including, without limitation, all computations utilized by the Borrower or any Subsidiary thereof to determine compliance with any covenant contained herein, shall, except as otherwise expressly contemplated hereby or unless there is an express written direction by the Agent to the contrary agreed to by the Borrower, be performed in accordance with GAAP as in effect on the Closing Date. In the event that changes in GAAP shall be mandated by the Financial Accounting Standards Board, or any similar accounting body of comparable standing, or shall be recommended by the Borrower's certified public accountants, to the extent that such changes would modify such accounting terms or the interpretation or computation thereof, such changes shall be followed in defining such accounting terms only from and after the date the Borrower and the Lenders shall have amended this Agreement to the extent necessary to reflect any such changes in the financial covenants and other terms and conditions of this Agreement.

SECTION 13.10 Successors and Assigns; Participations.

(a) Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of the Borrower, the Agent and the Lenders, all future holders of the Notes, and their respective successors and assigns, except that the Borrower shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of each Lender.

(b) Assignment by Lenders. Each Lender may, with the consent of the Agent and the Borrower, which consents shall not be unreasonably withheld or delayed, assign to one or more Eligible Assignees all or a portion of its interests, rights and obligations under this Agreement (including, without limitation, all or a portion of the Extensions of Credit at the time owing to it

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and the Notes held by it); provided, that:

(i) each such assignment shall be of a constant, and not a varying, percentage of all the assigning Lender's rights and obligations under this Agreement;

(ii) if less than all of the assigning Lender's Commitment is to be assigned, the Commitment so assigned shall not be less than $5,000,000 and the Commitment so retained shall not be less than $5,000,000;

(iii) the parties to each such assignment shall execute and deliver to the Agent, for its acceptance and recording in the Register, an Assignment and Acceptance in the form of Exhibit G attached hereto (an "Assignment and Acceptance") , together with any Note or Notes subject to such assignment;

(iv) such assignment shall not, without the consent of the Borrower, require the Borrower to file a registration statement with the Securities and Exchange Commission or apply to or qualify the Loans or the Notes under the blue sky laws of any state; and

(v) the assigning Lender shall pay to the Agent an assignment fee of $3,000 upon the execution by such Lender of the Assignment and Acceptance; provided, that no such fee shall be payable upon any assignment by a Lender to an Affiliate thereof.

Upon such execution, delivery, acceptance and recording, from and after the effective date specified in each Assignment and Acceptance, which effective date shall be at least five (5) Business Days after the execution thereof, (A) the assignee thereunder shall be a party hereto and, to the extent provided in such Assignment and Acceptance, have the rights and obligations of a Lender hereby and (B) the Lender thereunder shall, to the extent provided in such assignment, be released from its obligations under this Agreement.

(c) Rights and Duties Upon Assignment. By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the assignee thereunder confirm to and agree with each other and the other parties hereto as set forth in such Assignment and Acceptance.

(d) Register. The Agent shall maintain a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders and the amount of the Extensions of Credit with respect to each Lender from time to time (the "Register"). The entries in the Register shall be conclusive, in the absence of manifest error, and the Borrower, the Agent and the Lenders may treat each person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register

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shall be available for inspection by the Borrower or Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Issuance of New Notes. Upon its receipt of an Assignment and Acceptance executed by an assigning Lender and an Eligible Assignee together with any Note or Notes subject to such assignment and the written consent to such assignment, the Agent shall, if such Assignment and Acceptance has been completed and is substantially in the form of Exhibit G:

(i) accept such Assignment and Acceptance;

(ii) record the information contained therein in the Register;

(iii) give prompt notice thereof to the Lenders and the Borrower; and

(iv) promptly deliver a copy of such Assignment and Acceptance to the Borrower.

Within five (5) Business Days after receipt of notice, the Borrower shall execute and deliver to the Agent, in exchange for the surrendered Note or Notes, a new Note or Notes to the order of such Eligible Assignee in amounts equal to the Commitment assumed by it pursuant to such Assignment and Acceptance and a new Note or Notes to the order of the assigning Lender in an amount equal to the Commitment retained by it hereunder. Such new Note or Notes shall be in an aggregate principal amount equal to the aggregate principal amount of such surrendered Note or Notes, shall be dated the effective date of such Assignment and Acceptance and shall otherwise be in substantially the form of the assigned Notes delivered to the assigning Lender. Each surrendered Note or Notes shall be canceled and returned to the Borrower.

(f) Participations. Each Lender may sell participations to one or more banks or other entities in all or a portion of its

rights and obligations under this Agreement (including, without limitation, all or a portion of its Extensions of Credit and the Notes held by it); provided, that:

(i) each such participation shall be in an amount not less than $3,000,000;

(ii) such Lender's obligations under this Agreement (including, without limitation, its Commitment) shall remain unchanged;

(iii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations;

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(iv) such Lender shall remain the holder of the Notes held by it for all purposes of this Agreement;

(v) the Borrower, the Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement;

(vi) such Lender shall not permit such participant the right to approve any waivers, amendments or other modifications to this Agreement or any other Loan Document other than waivers, amendments or modifications which would reduce the principal of or the interest rate on any Loan or Reimbursement Obligation, extend the term or increase the amount of the Commitment, reduce the amount of any fees to which such participant is entitled, extend any scheduled payment date for principal of any Loan or release any Subsidiary Guarantor; and

(vii) any such disposition shall not, without the consent of the Borrower, require the Borrower to file a registration statement with the Securities and Exchange Commission to apply to qualify the Loans or the Notes under the blue sky law of any state.

(g) Disclosure of Information; Confidentiality. The Agent and the Lenders shall hold all non-public information with respect to the Borrower obtained pursuant to the Loan Documents in accordance with their customary procedures for handling confidential information. Any Lender may, in connection with any assignment, proposed assignment, participation or proposed participation pursuant to this Section 13.10, disclose to the assignee, participant, proposed assignee or proposed participant, any information relating to the Borrower furnished to such Lender by or on behalf of the Borrower; provided, that prior to any such disclosure, each such assignee, proposed assignee, participant or proposed participant shall agree with the Borrower or such Lender to preserve the confidentiality of any confidential information relating to the Borrower received from such Lender.

(h) Certain Pledges or Assignments. Nothing herein shall prohibit any Lender from pledging or assigning any Note to any Federal Reserve Bank in accordance with Applicable Law.

SECTION 13.11 Amendments, Waivers and Consents. Except as set forth below, any term, covenant, agreement or condition of this Agreement or any of the other Loan Documents may be amended or waived by the Lenders, and any consent given by the Lenders, if, but only if, such amendment, waiver or consent is in writing signed by the Required Lenders (or by the Agent with the consent of the Required Lenders) and delivered to the Agent and, in the case of an amendment, signed by the Borrower; provided, that no amendment, waiver or consent shall (a) increase the amount or extend the time of the obligation of

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the Lenders to make Loans or issue or participate in Letters of Credit (including without limitation pursuant to Section 2.6), (b) extend the originally scheduled time or times of payment of the principal of any Loan or Reimbursement Obligation or the time or times of payment of interest on any Loan or Reimbursement Obligation, (c) reduce the rate of interest or fees payable on any Loan or Reimbursement Obligation, (d) permit any subordination of the principal or interest on any Loan or Reimbursement Obligation, (e) release any Subsidiary Guarantor or (f) amend the provisions of this Section 13.11 or the definition of Required Lenders, without the prior written consent of each Lender. In addition, no amendment, waiver or consent to the provisions of Article XII shall be made without the written consent of the Agent.

SECTION 13.12 Performance of Duties. The Borrower's obligations under this Agreement and each of the Loan Documents shall be performed by the Borrower at its sole cost and expense.

SECTION 13.13 All Powers Coupled with Interest. All powers of attorney and other authorizations granted to the Lenders, the Agent and any Persons designated by the Agent or any Lender pursuant to any provisions of this Agreement or any of the other Loan Documents shall be deemed coupled with an interest and shall be irrevocable so long as any of the Obligations remain unpaid or unsatisfied or the Credit Facility has not been terminated.

SECTION 13.14 Survival of Indemnities. Notwithstanding any termination of this Agreement, the indemnities to which the Agent and the Lenders are entitled under the provisions of this Article XIII and any other provision of this Agreement and the Loan Documents shall continue in full force and effect and shall protect the Agent and the Lenders against events arising after such termination as well as before; provided, that those indemnities set forth in Sections 4.8 through 4.11 shall terminate ninety (90) days following the termination of this Agreement.

SECTION 13.15 Titles and Captions. Titles and captions of Articles, Sections and subsections in this Agreement are for conve-

nience only, and neither limit nor amplify the provisions of this Agreement.

SECTION 13.16 Severability of Provisions. Any provision of this Agreement or any other Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

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SECTION 13.17 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement.

SECTION 13.18 Term of Agreement. This Agreement shall remain in effect from the Closing Date through and including the date upon which all Obligations shall have been indefeasibly and irrevocably paid and satisfied in full. No termination of this Agreement shall affect the rights and obligations of the parties hereto arising prior to such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the day and year first written above.

[CORPORATE SEAL]

AMERICAN BUSINESS INFORMATION, INC.

By:_______________________________
Name:_____________________________
Title:____________________________

FIRST UNION NATIONAL BANK OF NORTH CAROLINA, as Agent and Lender

By:_______________________________
Name:_____________________________
Title:____________________________

SCHEDULE 1: LENDERS AND COMMITMENTS

LENDER	COMMITMENT AND COMMITMENT PERCENTAGE
First Union National Bank of North Carolina One First Union Center, TW-10 301 South College Street Charlotte, North Carolina 28288-0608	$65,000,000 100%

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Attention: Syndication Agency Services
Telephone No.: (704) 383-0281
Telecopy No.: (704) 382-0288

First Union National Bank of
North Carolina
One First Union Center, DC-5
301 South College Street
Charlotte, North Carolina
28288
Attention: Doug Sleeper
Telephone No.: (704) 374-4367
Telecopy No.: (704) 374-2802

CREDIT AGREEMENT

dated as of February 14, 1997,

by and among

AMERICAN BUSINESS INFORMATION, INC.,

as Borrower,

the Lenders referred to herein,

and

FIRST UNION NATIONAL BANK OF NORTH CAROLINA,
as Agent

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EXHIBIT A

to
Credit Agreement dated as of February 14, 1997,
by and among
American Business Information, Inc.,
the Lenders party thereto,
and
First Union National Bank of North Carolina,
as Agent

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REVOLVING CREDIT NOTE

$___________ __________, ____

FOR VALUE RECEIVED, the undersigned, AMERICAN BUSINESS INFORMATION, INC., a corporation organized under the laws of Delaware (the "Borrower"), hereby promises to pay to the order of _______________________________ (the "Bank"), at the times, at the place and in the manner provided in the Credit Agreement hereinafter referred to, the principal sum of up to ______________________ Dollars ($___________), or, if less, the aggregate unpaid principal amount of all Loans disbursed by the Bank under the Credit Agreement referred to below, together with interest at the rates as in effect from time to time with respect to each portion of the principal amount hereof, determined and payable as provided in Article IV of the Credit Agreement.

This Note is one of the Notes referred to in, and is entitled to the benefits of, the Credit Agreement dated as of February 14, 1997 (as amended, restated or otherwise modified, the "Credit Agreement") by and among the Borrower, the lenders (including the Bank) party thereto (the "Lenders") and First Union National Bank of North Carolina, as Agent. The Credit Agreement contains, among other things, provisions for the time, place and manner of payment of this Note, the determination of the interest rate borne by and fees payable in respect of this Note, acceleration of the payment of this Note upon the happening of certain stated events and the mandatory repayment of this Note under certain circumstances.

The Borrower agrees to pay on demand all costs of collection, including reasonable attorneys' fees, if any part of this Note, principal or interest, is collected after maturity with the aid of an attorney.

Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived.

THIS NOTE IS MADE AND DELIVERED IN THE STATE OF NORTH CAROLINA AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed under seal by a duly authorized officer as of the day and year first above written.

AMERICAN BUSINESS INFORMATION, INC.

[CORPORATE SEAL]

By:_____________________________________
Name: _______________________________
Title: ______________________________

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EXHIBIT B

to

to

Credit Agreement dated as of February 14, 1997,
by and among
American Business Information, Inc.,
the Lenders party thereto,
and
First Union National Bank of North Carolina,
as Agent

NOTICE OF BORROWING

First Union National Bank
of North Carolina
One First Union Center, TW-10
301 South College Street
Charlotte, North carolina 28288-0608
Attn: Syndication Agency Services

Ladies and Gentlemen:

This irrevocable Notice of Borrowing is delivered to you under Section 2.2 (a) of the Credit Agreement dated as of February 14, 1997 (as amended, restated or otherwise modified, the "Credit Agreement"), by and among American Business Information, Inc. ("the Borrower"), the lenders party thereto (the "Lenders"), and First Union National Bank of North Carolina, as Agent.

1. The Borrower hereby requests that the Lenders make a Loan in the aggregate principal amount of $___________ (the "Loan)./1/

2. The Borrower hereby requests that the Loan be made on the following Business Day: _____________________./2/

3. The Borrower hereby requests that the Loan bear interest at the following interest rate, plus the Applicable Margin, as set forth below:

____

/1/ Complete with an amount in accordance with Section 2.2 of the Credit Agreement.

/2/ Complete with a Business Day in accordance with Section 2.2 of the Credit Agreement.

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Termination

Principal Component of Loan	Interest Rate	Interest Period (if applicable)	Date for Interest Period (if applicable)

4. The principal amount of all Loans outstanding as of the date hereof (including the requested Loan) does not exceed the maximum amount permitted to be outstanding pursuant to the terms of the Credit Agreement.

5. All of the conditions applicable to the Loan requested herein as set forth in the Credit Agreement have been satisfied as of the date hereof and will remain satisfied to the date of such Loan.

6. All capitalized undefined terms used herein have the meanings assigned thereto in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Notice of Borrowing this ____ day of _______, ____.

AMERICAN BUSINESS INFORMATION, INC.

By:_____________________________________
Name: _______________________________
Title: ______________________________

EXHIBIT C

to
Credit Agreement dated as of February 14, 1997,
by and among
American Business Information, Inc.,
the Lenders party thereto,
and
First Union National Bank of North Carolina,
as Agent

NOTICE OF PREPAYMENT

First Union National Bank
of North Carolina, as Agent
One First Union Center

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301 South College Street, TW-10
Charlotte, North Carolina 28288-0608
Attention: Syndication Agency Services

Ladies and Gentlemen:

This irrevocable Notice of Prepayment is delivered to you by American Business Information, Inc., a corporation organized under the laws of Delaware (the "Borrower"), under Section 2.3(c) of the Credit Agreement dated as of February 14, 1997, as amended, restated or otherwise modified (the "Credit Agreement"), by and among the Borrower, the Lenders party thereto, and First Union National Bank of North Carolina, as Agent.

1. The Borrower hereby provides notice to the Agent that the Borrower shall repay the following [Base Rate Loans] and/or [LIBOR Rate Loans]: ____________________./1/

2. The Borrower shall repay the above referenced Loans on the following Business Day: _______________./2/

3. All capitalized undefined terms used herein have the meanings assigned thereto in the Credit Agreement.

____

/1/ Complete with an amount in accordance with Section 2.3 of the Credit Agreement.

/2/ Complete with a Business Day in accordance with Section 2.3 of the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Notice of Prepayment this ____ day of _______, 19__.

AMERICAN BUSINESS INFORMATION, INC.

[CORPORATE SEAL]

By:______________________________
Name:_________________________
Title:________________________

EXHIBIT D
----
to
Credit Agreement dated as of February 14, 1997,
by and among
American Business Information, Inc.,
the Lenders party thereto,

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and
First Union National Bank of North Carolina,
as Agent

NOTICE OF CONVERSION/CONTINUATION

First Union National Bank
of North Carolina
One First Union Center, TW-10
301 South College Street
Charlotte, North carolina 28288-0608
Attn: Syndication Agency Services

Ladies and Gentlemen:

This irrevocable Notice of Conversion/Continuation (the "Notice") is delivered to you under Section 4.2 of the Credit Agreement dated as of February 14, 1997 (as amended, restated or otherwise modified, the "Credit Agreement"), by and among American Business Information, Inc. ("the Borrower"), the lenders party thereto (the "Lenders"), and First Union National Bank of North Carolina, as Agent.

1. This Notice of Conversion/Continuation is submitted for the purpose of: (Complete applicable information.)

(a) [Converting] [continuing] a _____________ Loan [into] [as] a _____________ Loan./1/

(b) The aggregate outstanding principal balance of such Loan is $_______________.

(c) The last day of the current Interest Period for such Loan is ______________./2/

(d) The principal amount of such Loan to be [converted] [continued] is $_______________./3/

(e) The requested effective date of the [conversion] [continuation] of such Loan is _______________./4/

(f) The requested Interest Period applicable to the [converted] [continued] Loan is _______________./5/

2. No Default or Event of Default exists, and none will exist upon the conversion or continuation of the Loan requested herein.

3. All capitalized undefined terms used herein have the meanings assigned thereto in the Credit Agreement.

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IN WITNESS WHEREOF, the undersigned have executed this Notice of Conversion/Continuation this ____ day of __________, 19__.

AMERICAN BUSINESS INFORMATION, INC.

By:_____________________________________
Name: _______________________________
Title: ______________________________

1. Delete the bracketed language and insert "Base Rate" or "LIBOR Rate", as applicable, in each blank.

2. Insert applicable date for any LIBOR Rate Loan being converted or continued.

3. Complete with an amount in compliance with Section 3.2 of the Credit Agreement.

4. Complete with a Business Day at least three (3) Business Days after the date of this Notice.

5. Complete for any LIBOR Rate Loan with an Interest Period in compliance with Section 3.1(b) of the Credit Agreement.

EXHIBIT E
----
to
Credit Agreement dated as of February 14, 1997,
by and among
American Business Information, Inc.,
the Lenders party thereto,
and
First Union National Bank of North Carolina,
as Agent

NOTICE OF ACCOUNT DESIGNATION

Dated: ____________

First Union National Bank
of North Carolina
One First Union Center, TW-10
301 South College Street
Charlotte, North carolina 28288-0608

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Attn: Syndication Agency Services

Ladies and Gentlemen:

This Notice of Account Designation is delivered to you by American Business Information, Inc. (the "Borrower"), a corporation organized under the laws of Delaware, under Section 5.2(e)(ii) of the Credit Agreement dated as of February 14, 1997 (as amended, restated or otherwise modified, the "Credit Agreement") by and among the Borrower, the Lenders party thereto, and First Union National Bank of North Carolina, as Agent.

The Agent is hereby authorized to disburse all Loan proceeds into the following account(s):

[Insert name of bank/
ABA Routing Number/
and Account Number]

IN WITNESS WHEREOF, the undersigned has executed this Notice of Account Designation this ____ day of _______, 19__.

[CORPORATE SEAL] AMERICAN BUSINESS INFORMATION, INC.

By: ______________________________
Name: _______________________
Title: _______________________

EXHIBIT F

to
Credit Agreement dated as of February 14, 1997,
by and among
American Business Information, Inc.,
the Lenders party thereto,
and
First Union National Bank of North Carolina,
as Agent

OFFICER'S COMPLIANCE CERTIFICATE

The undersigned, on behalf of American Business Information, Inc., a corporation organized under the laws of Delaware (the "Borrower"), hereby certifies to First Union National Bank of North Carolina, as Agent ("First

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Union"), as follows:

1. This Certificate is delivered to you pursuant to Section 7.2 of the Credit Agreement dated as of February 14, 1997 (as amended, restated or otherwise modified, the "Credit Agreement"), by and among the Borrower, the lenders party thereto (the "Lenders"), and First Union. Capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Credit Agreement.

2. I have reviewed the financial statements of the Borrower and its Subsidiaries dated as of _______________ and for the _______________ period[s] then ended and such statements fairly present the financial condition of the Borrower and its Subsidiaries as of the dates indicated and the results of its operations and cash flows for the period[s] indicated.

3. I have reviewed the terms of the Credit Agreement, the Note and the related Loan Documents and have made, or caused to be made under my supervision, a review in reasonable detail of the transactions and the condition of the Borrower and its Subsidiaries during the accounting period covered by the financial statements referred to in Paragraph 2 above. Such review has not disclosed the existence during or at the end of such accounting period of any condition or event that constitutes a Default or an Event of Default, nor do I have any knowledge of the existence of any such condition or event as at the date of this Certificate [except, [if such condition or event existed or exists, describe the nature and period of existence thereof and what action the Borrower has taken, are taking and propose to take with respect thereto]].

4. The Applicable Margin and calculations determining such figure are set forth on the attached Schedule 1 and the Borrower and its Subsidiaries are in compliance with the covenants contained in Article IX of the Credit Agreement as shown on such Schedule 1

and the Borrower and its Subsidiaries are in compliance with the other covenants and restrictions contained in Articles VIII and X of the Credit Agreement.

WITNESS the following signatures as of the _____ day of _________, _____.

AMERICAN BUSINESS INFORMATION, INC.

By:_________________________________
Name: ___________________________
Title: __________________________

Schedule 1

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----

A. Leverage Ratio
----

1. Consolidated Debt of the Borrower and its Subsidiaries as of the immediately preceding fiscal quarter end 1 ___________

2. Consolidated EBITDA of the Borrower and its Subsidiaries for the period of four (4) consecutive fiscal quarters ending on such fiscal quarter end

(a) Net Income for such period 2(a) ___________

(b) Plus: The sum of the following for such period to the extent deducted in the determination of such Net Income: (i) income and franchise taxes, (ii) Interest Expense, (iii) amortization, depreciation and other non-cash charges (including amortization of goodwill, transaction expenses, covenants not to compete and other intangible assets) and (iv) the after tax effect of any and all charges related to the Employment Termination Agreements referred to in the Acquisition Agreement and the "bonus pool" payments made in connection with the Acquisition and Merger (which payments shall be in an amount not to exceed $21,500,000) 2(b) ___________

(c) Less: any items of gain which were included in determining Net Income and were not realized in the ordinary course of business 2(c) ___________

(d) Add lines 2(a) and 2(b) and subtract line 2(c) 2(d) ___________

3. Leverage Ratio: Divide line 1

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by line 2(d) 3 __________

4. Maximum Leverage Ratio permitted by Section 9.1 as of the date hereof 2.50 to 1.0

B. Interest Coverage Ratio
----

1. Consolidated EBITDA of the Borrower and its Subsidiaries for the immediately preceding fiscal quarter

(a) Net Income for such period 1(a) __________

(b) Plus: The sum of the following for such period to the extent deducted in the determination of such Net Income: (i) income and franchise taxes, (ii) Interest Expense, (iii) amortization, depreciation and other non-cash charges (including amortization of goodwill, transaction expenses, covenants not to compete and other intangible assets) and (iv) the after tax effect of any and all charges related to the Employment Termination Agreements referred to in the Acquisition Agreement and the "bonus pool" payments made in connection with the Acquisition and Merger (which payments shall be in an amount not to exceed $21,500,000) 1(b) __________

(c) Less: any items of gain which were included in determining Net Income and were not realized in the ordinary course of business 1(c) __________

(d) Add lines 1(a) and 1(b) and subtract line 1(c) 1(d) __________

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2. Interest Expense for such period 2 ___________

3. Interest Coverage Ratio: Divide line 1(d) by line 2 3 ___________

4. Minimum Interest Coverage Ratio

required by Section 9.2 as of such fiscal quarter end 4.0 to 1.0

C. Minimum Tangible Net Worth

1. Actual Consolidated Tangible Net Worth as of the immediately preceding fiscal quarter end 1 ___________

2. Minimum Consolidated Net Worth: The sum of the following as of the such fiscal quarter end

(a) $17,300,000 2(a) ___________

(b) 50% of cumulative quarterly Consolidated Net Income (prior to the impact of non-cash charges related to the write down of intangible assets) of the Borrower and its Subsidiaries as of such fiscal quarter end occurring after January 1, 1997 2(b) ___________

(c) 50% of the aggregate net proceeds of any offering of equity capital of the Borrower or any of its Subsidiaries as of such fiscal quarter end received after the Closing Date 2(c) ___________

(d) Add lines 2(a), 2(b) and 2(c) 2(d) ___________

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D. Applicable Margin

1. Leverage Ratio (from line 3 of Part A) 1 __________

2. Applicable Margin per Section 4.1(c) 2 __________

EXHIBIT G

to
Credit Agreement dated as of February 14, 1997,
by and among
American Business Information, Inc.,
the Lenders party thereto,
and
First Union National Bank of North Carolina,
as Agent

ASSIGNMENT AND ACCEPTANCE

Dated _________

Reference is made to the Credit Agreement dated as of February 14, 1997 (as amended, restated or otherwise modified, the "Credit Agreement"), by and among American Business Information, Inc. ("the Borrower"), the lenders party thereto (the "Lenders"), and First Union National Bank of North Carolina, as Agent. Capitalized terms which are defined in the Credit Agreement and which are used herein without definition shall have the same meanings herein as in the Credit Agreement.

______________________________________ (the "Assignor") and ____________________________________ (the "Assignee") agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, as of the Effective Date (as defined below), a ____% interest (the "Assigned Interest") in and to all of the Assignor's interests, rights and obligations under the Credit Agreement and the Assignor thereby retains ____% of its interest therein (the "Retained Interest"). This Assignment and Acceptance is entered pursuant to, and authorized by, Section 13.10 of the Credit Agreement.

2. The Assignor (a) represents that, as of the date hereof, (i) its Commitment Percentage (without giving effect to assignments thereof which have

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not yet become effective) under the Credit Agreement and (ii) the outstanding balance of its Loans (unreduced by any assignments thereof which have not yet become effective) under the Credit Agreement are each set forth in Section 2 of Schedule I hereto; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warran ties or representations made in or in connection with the Credit Agreement or any other Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document furnished pursuant thereto, other than that the Assignor is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (c)

makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or its Subsidiaries or the performance or observance by the Borrower or its Subsidiaries of any of their obligations under the Credit Agreement or any other Loan Document; and (d) attaches the Revolving Credit Note delivered to it under the Credit Agreement and requests that the Borrower exchange such Note for new Notes payable to each of the Assignor and the Assignee as follows:

Revolving Credit Note Payable to the Order of:	Principal Amount of Note:
_____________________	$_________
_____________________	$_________

3. The Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment and Acceptance; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 7.1 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (c) agrees that it will, independently and without reliance upon the Assignor or any other Lender or the Agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (d) confirms that it is an Eligible Assignee; (e) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Loan Documents as are delegated to the agent by the terms thereof, together with such powers as are reasonably incidental thereto; (f) agrees that it will perform in accordance with their terms all the obligations which by the terms of the Credit Agreement and the other Loan Documents are required to be performed by it as a Lender; and (g) agrees that it will keep confidential all non-public information with respect to the Borrower obtained pursuant to the Loan Documents in accordance with Section 13.10(g) of the Credit Agreement.

4. The effective date for this Assignment and Acceptance shall be as set forth in Section 1 of Schedule I hereto (the "Effective Date"). Following the

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execution of this Assignment and Acceptance, it will be delivered to the Agent for consent thereby and by the Borrower and acceptance and recording in the Register.

5. Upon such consents, acceptance and recording, from and after the Effective Date, (i) the Assignee shall be a party to the Credit Agreement and the other Loan Documents to which Lenders are parties and, to the extent provided in this Assignment and

Acceptance, have the rights and obligations of a Lender under each such agreement, and (ii) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement and the other Loan Documents.

6. Upon such consents, acceptance and recording, from and after the Effective Date, the Agent shall make all payments in respect of the interest assigned hereby (including payments of principal, interest, fees and other amounts) to the Assignee. The Assignor and Assignee shall make all appropriate adjustments in payments for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

7. THIS ASSIGNMENT AND ACCEPTANCE SHALL BE DEEMED TO BE A CONTRACT UNDER SEAL AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

ASSIGNOR

____

Commitment Percentage ____%

By:____________________________________
Title:_________________________________

ASSIGNEE

____

Commitment Percentage ____%

By:____________________________________
Title:_________________________________

Acknowledged and Consented to:

AMERICAN BUSINESS INFORMATION, INC.

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[CORPORATE SEAL]

By:_____________________________________
Name: ______________________________
Title: ______________________________

Consented to and Accepted:

FIRST UNION NATIONAL BANK OF NORTH CAROLINA,
as Agent

By:_____________________________________
Title:_______________________________

Schedule I
to
Assignment and Acceptance

1.	Effective Date	________________, ____
2.	Assignor's Interest Prior to Assignment	
	(a) Commitment Percentage of Assignor	_______%
	(b) Outstanding balance of Assignor's Loans	$____________
3.	Assigned Interest (from Section 1)	_______%
4.	Assignee's Loans After Effective Date (line 2(b) times line 3)	$____________
5.	Retained Interest of Assignor after Effective Date	

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6. Assignor's Loans After Effective Date

(line 2(b) times line 5) $_____________

7. Payment Amount $_____________

8. Payment Instructions

(a) If payable to Assignor, to the account of Assignor to:

____
____
____
Routing No.:______________________
Account No.:______________________
Attn:_____________________________
Reference:________________________

(b) If payable to Assignee, to the account of Assignee to:

____
____
____
Routing No.:______________________
Account No.:______________________
Attn:_____________________________
Reference:________________________

EXHIBIT H

to
Credit Agreement dated as of February 14, 1997,
by and among
American Business Information, Inc.,
the Lenders party thereto,
and
First Union National Bank of North Carolina,
as Agent

Form of Subsidiary Guaranty

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EXHIBIT I

to
Credit Agreement dated as of February 14, 1997,
by and among
American Business Information, Inc.,
the Lenders party thereto,
and
First Union National Bank of North Carolina,
as Agent

Investment Policy

EXHIBIT J

to
Credit Agreement
dated as of February 14, 1996
by and among
American Business Information, Inc.,
the Lenders referred to therein,
and
First Union National Bank of North Carolina,
as Agent

Terms of
Subordinated Seller Notes

1. Definitions.

   (a) "Senior Debt" shall be defined as all Obligations (including post-petition interest) under the Credit Agreement, and any extension, renewal, refinancing or other modification thereof.

   (b) Other capitalized terms used herein have the meanings assigned thereto in the Credit Agreement.

2. Term. Such Debt shall mature no later than one year from the date thereof.

3. Unsecured. Such Debt shall be unsecured.

4. Limitations on Payment.

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(a)
Upon the occurrence of any Event of Default under the Senior Debt, no payments (by setoff or otherwise) with respect to such Debt until such Event of Default is waived or cured.

(b) Upon insolvency or bankruptcy of maker, all Senior Debt shall first be paid in full in cash or in a manner satisfactory to the holders thereof before any payment (by setoff or otherwise) with respect to such Debt.

5. Limitation on Remedies. Upon the occurrence of any Event of Default under the Senior Debt, the payee may not take any action to demand or collect, or exercise any other remedies with respect to, such Debt until the prior payment in full in cash of the Senior Debt or in a manner satisfactory to the holders thereof.

6. Proofs of Claim, etc. The Agent shall have the right to file proofs of claim (upon refusal of payee to do so within 30 days of written notice) on payee's behalf and to vote the claims of payee in a bankruptcy of the maker or, in lieu of such voting provision, the payee shall agree not to vote such claims in a manner inconsistent with the terms of the subordination.

7. Improper Payments; Reinstatement . Any payment delivered to payee in violation of the subordination provisions shall be held in trust for and promptly paid over to the Agent. If any amounts received by the Agent are rescinded or returned for any reason, the subordination provisions shall be reinstated with respect thereto.

8. Financial Covenants; Security. No financial covenants and no collateral or other security except as permitted under the Credit Agreement or as approved by the Required Lenders.

9. Additional Covenants of Payee.

(a) no further subordination of such Debt.

(b) no transfers, assignments or pledges of such Debt not subject to the subordination provisions.

(c) holders of Senior Debt may specifically enforce the subordination provisions.

(d) payee will take such action as is requested by holders of Senior Debt to effect subordination provisions, including execution and delivery of powers of attorney upon the refusal of payee to take any action reasonably requested by the Agent.

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(e) payee will not release, modify, compromise or discharge any part of such Debt.

10. Waivers, Releases, Amendments, etc.

(a) Waiver of all notices, demands and protests in connection with payments of Senior Debt which might release maker or payee from the subordination provisions.

(b) The subordination provisions shall be given full effect regardless of any circumstance which might otherwise constitute a defense or discharge with respect thereto.

(c) The Lenders may amend or otherwise modify the Senior Debt and take any other action thereunder without impairing the subordination.

11. Legend. The agreement evidencing such Debt shall contain a legend noting
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the subordination and the financial records of the payee and maker shall be marked to reflect the subordination.

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