

EQUIFAX INC
Form 424B2
December 11, 2012
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Filed Pursuant to Rule 424(b)(2)
Registration No. 333-168429

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee(1)
3.30% Notes due December 15, 2022	\$500,000,000	99.848%	\$499,240,000	\$68,096.34

(1) Calculated in accordance with Rule 457(r) of the Securities Act of 1933, as amended.

Table of Contents**Prospectus supplement***To prospectus dated July 30, 2010****\$500,000,000*****Equifax Inc.*****3.30% Senior Notes due December 15, 2022***

We will pay interest on the notes semi-annually on June 15 and December 15 of each year, beginning on June 15, 2013. The notes will mature on December 15, 2022. The notes will be issued only in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

We may redeem some or all of the notes at any time at the applicable redemption prices set forth in this prospectus supplement under Description of the Notes Optional Redemption. If we do not consummate the Acquisition (as defined herein) on or before June 30, 2013 or if the Purchase Agreement (as defined herein) is terminated at any time prior to such date, we will redeem all of the notes on a special mandatory redemption date at a redemption price described under Description of the Notes Special Mandatory Redemption. If we experience a change of control triggering event and we have not otherwise elected to redeem the notes, we will be required to offer to repurchase the notes from holders as described under Description of the Notes Change of Control Offer.

The notes will be our senior unsecured obligations and will rank equally with our other existing and future unsecured senior debt from time to time outstanding.

The notes are a new issue of securities with no established trading market. The notes will not be listed on any securities exchange or quoted on any automated dealer quotation system.

Investing in the notes involves risks. You should consider carefully the risks set forth in Risk Factors beginning on page S-6, as well as the risks set forth in our other filings with the Securities and Exchange Commission, which are incorporated by reference in this prospectus supplement and the accompanying prospectus, before investing in the notes.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

	Price to public ⁽¹⁾	Underwriting discount	Proceeds to Equifax (before expenses) ⁽¹⁾
Per note	99.848%	0.65%	99.198%
Total	\$ 499,240,000	\$ 3,250,000	\$ 495,990,000

(1) Plus accrued interest, if any, from December 17, 2012, if settlement occurs after that date.

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The underwriters expect to deliver the notes in book-entry form only through the facilities of The Depository Trust Company for the accounts of its participants, including Clearstream Banking, *société anonyme*, and Euroclear Bank S.A./N.V., on or about December 17, 2012.

Joint Book-Running Managers

J.P. Morgan
BofA Merrill Lynch

Wells Fargo Securities
SunTrust Robinson Humphrey

Senior Co-Managers

Mizuho Securities

PNC Capital Markets LLC

RBS

CIBC

Junior Co-Managers

BB&T Capital Markets
December 10, 2012

Loop Capital Markets

US Bancorp

BNY Mellon Capital Markets, LLC

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About this prospectus supplement

This document is in two parts. The first part is this prospectus supplement, which describes the specific terms of this offering and also adds to and updates information contained in the accompanying prospectus. The second part, the accompanying prospectus, gives more general information about us and the securities we may offer from time to time, some of which may not apply to this offering. Generally, when we refer to this prospectus, we are referring to both documents combined. If the description of us, this offering or the securities being offered varies between this prospectus supplement and the accompanying prospectus, you should rely on the information contained in or incorporated by reference into this prospectus supplement. You should also read and consider the additional information in the sections titled **Where You Can Find More Information** in this prospectus supplement and the accompanying prospectus and **Information We Incorporate by Reference** in this prospectus supplement.

You should rely only on the information contained in or incorporated by reference into this prospectus supplement, the accompanying prospectus or any free writing prospectus with respect to the offering filed by us with the Securities and Exchange Commission, or the SEC. We have not, and the underwriters have not, authorized any other person to provide you with different or additional information. If anyone provides you with different or inconsistent information, you should not rely on it. You should assume that the information appearing in this prospectus supplement, the accompanying prospectus, any free writing prospectus with respect to the offering filed by us with the SEC and the documents incorporated by reference herein and therein is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed since those dates.

We are not, and the underwriters are not, making an offer to sell or soliciting an offer to buy securities in any jurisdiction in which an offer, solicitation or sale is not permitted or in which the person making such offer or solicitation is not qualified to do so or to whom it is unlawful to make an offer or solicitation.

We expect that the delivery of the notes will be made against payment therefor on or about December 17, 2012, which is the fifth business day following the date hereof (such settlement cycle being referred to as T+5). Pursuant to Rule 15c6-1 under the Securities Exchange Act of 1934, as amended, or the Exchange Act, trades in the secondary market generally are required to settle in three business days unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the notes on the date of pricing or the next succeeding business day will be required, by virtue of the fact that the notes initially will settle in T+5, to specify an alternative settlement cycle at the time of any such trade to prevent failed settlement. Purchasers of the notes who wish to trade the notes on the date of pricing and the next succeeding business day should consult their own advisors.

As used in this prospectus, unless the context otherwise requires, references to **we**, **us**, **our**, **Equifax** and the **Company** refer to Equifax Inc. and its subsidiaries.

Where you can find more information

We have filed a registration statement on Form S-3 with the SEC to register the securities offered by this prospectus under the Securities Act of 1933, as amended, or the Securities Act. This prospectus is part of the registration statement, but the registration statement contains additional relevant information about us. You may obtain from the SEC, through the SEC's

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website or at the SEC's offices mentioned in the following paragraph, a copy of the registration statement, including exhibits. Many of the statements made in this prospectus concerning a contract or other document of ours are necessarily summaries, and you should read the documents that are filed as exhibits to the registration statement or otherwise filed with the SEC for a more complete understanding of the document or matter. Each such statement is qualified in all respects by reference to the document to which it refers.

We file annual, quarterly and current reports, proxy and information statements and other information with the SEC. Our SEC filings are available to the public over the Internet at the SEC's website at www.sec.gov and on our corporate website at www.equifax.com under About Equifax/Investor Relations. Information on our website does not constitute part of this prospectus. Additionally, you may read and copy any document we file at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain copies of all or any part of these materials from the SEC upon the payment of certain fees prescribed by the SEC. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the Public Reference Room. Our SEC filings are also available at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005.

Information we incorporate by reference

We incorporate by reference into this prospectus some of the documents we have filed with the SEC. This means that we disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus. Some information contained in this prospectus updates the information incorporated by reference, and information that we file later with the SEC will automatically update and may replace information in this prospectus and information that we previously filed with the SEC. In other words, in the case of a conflict or an inconsistency between information in this prospectus and information that we file later and incorporate by reference into this prospectus, you should rely on the information that was later filed.

We incorporate by reference into this prospectus the documents and portions of documents listed below:

our annual report on Form 10-K for the year ended December 31, 2011 (filed on February 23, 2012);

our quarterly reports on Form 10-Q for the quarter ended March 31, 2012 (filed on April 26, 2012), for the quarter ended June 30, 2012 (filed on July 26, 2012) and for the quarter ended September 30, 2012 (filed on October 25, 2012);

our current reports on Form 8-K filed on February 15, 2012, May 4, 2012, October 1, 2012, October 29, 2012, November 13, 2012, December 3, 2012 and December 10, 2012; and

all documents filed by us under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than portions of those documents deemed to have been furnished rather than filed) between the date of this prospectus supplement and the completion or termination of this offering. You may obtain any of the documents incorporated by reference in this prospectus from the SEC through the SEC's website at the address provided above. You may also obtain any document

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incorporated by reference in this prospectus (including exhibits to those documents specifically incorporated by reference into those documents), at no cost, by visiting our internet website at www.equifax.com under About Equifax/Investor Relations or by writing or contacting us at the following address and telephone number:

Equifax Inc.

Corporate Secretary

1550 Peachtree Street, N.W.

Atlanta, Georgia 30309

Telephone (404) 885-8000

corpsec@equifax.com

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Forward-looking statements

This prospectus, the documents incorporated by reference herein and any free writing prospectus that we authorize for use in connection with this offering may contain information that constitutes forward-looking statements or forward-looking information. These statements can be identified by expressions of belief, expectation or intention, as well as statements that are not historical fact. These statements are based on certain factors and assumptions that we believe are reasonable based on information currently available but that nevertheless may prove to be incorrect. Actual results may differ materially from our current expectations as expressed or implied in our forward-looking statements depending on a number of factors affecting our business, the business that we intend to acquire and risks associated with acquisition transactions, including, but not limited to:

our ability to satisfy all conditions to closing and to successfully consummate the Acquisition;

our ability to integrate the acquired business and achieve the anticipated synergies and other benefits of the Acquisition;

other restructuring or strategic initiatives (including capital investments or asset acquisitions or dispositions);

our ability to successfully develop and market new products and services, respond to pricing and other competitive pressures, complete and integrate acquisitions and other investments and achieve targeted cost efficiencies;

illegal third party efforts to access data;

changes in, and the effects of, laws and regulations and government policies governing our business, including the Dodd-Frank Wall Street Reform and Consumer Protection Act, in particular the establishment of a new Consumer Financial Protection Bureau with authority to write rules impacting the business of, conduct examinations of, and enforce the laws and regulations it writes against credit reporting companies, and related regulations;

federal or state responses to identity theft concerns;

adverse or uncertain worldwide and U.S. economic conditions and changes in credit and financial markets that materially impact consumer spending, consumer debt and employment and the demand for our products and services;

the European sovereign debt crisis;

the downgrade of U.S. sovereign debt in 2011 and political concerns over related budgetary matters;

exchange rates;

timing and amount of capital expenditures;

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changes in capital markets and corresponding effects on the company's investments and benefit plan obligations;

earnings, exchange rates and the decisions of taxing authorities, all of which could affect our effective tax rates; and

potential adverse developments in new and pending legal proceedings or government investigations.

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Additional risks and uncertainties, including risks and uncertainties related to the Acquisition, can be found in the sections titled Risk Factors below, Risk Factors and Business-Forward-Looking Statements in our annual report on Form 10-K for the year ended December 31, 2011, and Risk Factors in our subsequent quarterly reports on Form 10-Q as well as in our other filings with the SEC. Forward-looking statements speak only as of the date when made. We disclaim any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

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Summary

*This summary highlights information contained or incorporated by reference in this prospectus and does not contain all of the information that you should consider in making your investment decision. You should read this summary together with the more detailed information appearing elsewhere in this prospectus and the information in the documents incorporated by reference into this prospectus. You should carefully consider, among other things, the matters discussed in the sections titled *Risk Factors* below and in our SEC reports that are incorporated by reference into this prospectus.*

Equifax Inc.

We are a leading global provider of information solutions, employment and income verifications and human resources business process outsourcing services. We leverage some of the largest sources of consumer and commercial data, along with advanced analytics and proprietary technology, to create customized insights which enable our business customers to grow faster, more efficiently and more profitably, and to inform and empower consumers.

Businesses rely on us for consumer and business credit intelligence, credit portfolio management, fraud detection, decisioning technology, marketing tools, and human resources-related services. We also offer a portfolio of products that enable individual consumers to manage their financial affairs and protect their identity. Our revenue stream is diversified among individual consumers and among businesses across a wide range of industries and international geographies.

We currently operate in Argentina, Canada, Chile, Costa Rica, Ecuador, El Salvador, Honduras, Paraguay, Peru, Portugal, Spain, the U.K., Uruguay, and the U.S. We also have operations in the Republic of Ireland that focus on data handling and customer support activities. We have an investment in a consumer and commercial credit information company in Brazil and offer consumer credit services in India and Russia through joint ventures. During 2011, 74% of our revenue was generated in the U.S.

For the year ended December 31, 2011, our revenues were \$1.960 billion and our net income attributable to Equifax was \$232.9 million. For the three months and nine months ended September 30, 2012, our revenues were \$543.9 million and \$1.602 billion, respectively, and our net income attributable to Equifax was \$77.9 million and \$225.8 million, respectively.

Our principal executive offices are located at 1550 Peachtree Street, N.W., Atlanta, Georgia 30309. Our telephone number at that address is (404) 885-8000. We maintain a website at www.equifax.com. None of the information on our website is part of this prospectus.

CSC Credit Services Transaction

On December 1, 2012, our Equifax Information Services LLC subsidiary signed an asset purchase agreement, or Purchase Agreement, with CSC Credit Services, Inc., a subsidiary of Computer Sciences Corporation, or CSC, to purchase data files and certain other credit services business assets of CSC Credit Services for \$1 billion in cash, subject to certain adjustments. We refer to this transaction as the Acquisition. CSC owns consumer credit files of consumers in 15 states primarily in the Midwest covering approximately 20% of the U.S. population. Using its files as well as our consumer credit files, CSC provides consumer credit services and related information to local and

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regional banks, mortgage companies, retail establishments, the automotive industry, medical entities, utility companies and other users of financial and credit information in its 15-state territory. CSC has been our largest credit affiliate since 1988. We have been processing CSC's credit information and selling credit reports and other services using CSC's files nationally outside of these 15 states since that time.

We believe the acquisition of CSC's credit services business is consistent with our business strategy to grow our core U.S. Consumer Information Solutions, or USCIS, business; innovate for market leadership; focus growth on key customer challenges such as repayment risk, identity and fraud risk, and customer acquisition and relationship management; enter new markets and industry verticals; build our analytics business; and build solutions that leverage our Decision360 assets, which integrate current data assets including consumer credit and payment history, capacity-to-pay built on income and employment data, and collateral in terms of wealth and real estate assets.

Specifically, we expect the Acquisition to:

Grow our core USCIS credit services business through the addition of credit services assets in 15 states covering approximately 20% of the U.S. population at a price which is expected to be accretive to our revenue, operating margin and earnings per share beginning in 2013;

Provide additional opportunities to grow our Decision360 and analytics products and solutions to customers; and

Achieve greater operating efficiencies by fully consolidating the acquired CSC credit services business with our USCIS sales, marketing and support operations.

We expect the Acquisition to close by December 31, 2012, subject to the satisfaction of customary closing conditions. The Purchase Agreement does not contain any financing contingencies. The purchase price is subject to adjustment after closing for the actual amount of working capital that we acquire and other specified matters. This description of the Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the Purchase Agreement, a copy of which is filed as an exhibit to our Current Report on Form 8-K filed with the SEC on December 3, 2012. See "Information We Incorporate by Reference."

We intend to fund the Acquisition and related expenses using the net proceeds of this offering, borrowings under our commercial paper program and available cash.

The Acquisition is not conditioned upon the closing of this offering, and this offering is not conditioned upon, and may be settled before, the closing of the Acquisition. We can provide no assurances that the Acquisition will occur in the anticipated timeframe, or at all, or on the terms set forth in the Purchase Agreement, or that the anticipated benefits of the Acquisition will be realized. In the event that we do not consummate the Acquisition on or before June 30, 2013 or the Purchase Agreement is terminated at any time on or before such date, we will redeem all of the notes on a special mandatory redemption date at a redemption price equal to 101% of the aggregate principal amount of the notes, plus accrued and unpaid interest to, but excluding, the special mandatory redemption date. See "Description of the Notes - Special Mandatory Redemption."

For additional information, see "Unaudited Pro Forma Condensed Combined Financial Data."

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The offering

Issuer	Equifax Inc.
Notes offered	\$500,000,000 aggregate principal amount of 3.30% senior notes due 2022.
Maturity date	December 15, 2022.
Interest	Interest on the notes will accrue from their date of issuance at a rate of 3.30% per year and will be payable in cash semi-annually in arrears on June 15 and December 15 of each year, beginning on June 15, 2013.
Ranking	The notes will be our unsecured and unsubordinated obligations and will rank equally in right of payment with all of our other unsecured and unsubordinated debt. As of September 30, 2012, we had on a consolidated basis approximately \$955.8 million of unsubordinated debt outstanding, of which \$953.2 million was unsecured, including amounts outstanding under bank credit facilities. The notes will not be guaranteed by any of our subsidiaries and so will be effectively subordinated to all of the obligations of these subsidiaries, including trade payables and lease obligations. As of September 30, 2012, our subsidiaries had outstanding approximately \$611.7 million of total liabilities, including \$30.7 million of debt (excluding, in each case, intercompany liabilities).
Optional redemption	<p>Prior to September 15, 2022 (3 months prior to maturity), we may redeem all or a portion of the notes at any time, at our option, at a redemption price equal to the greater of:</p> <p>100% of the aggregate principal amount of the notes being redeemed, plus accrued and unpaid interest to, but excluding, the date of redemption, and</p> <p>the sum of the present values of the remaining scheduled payments of principal and interest in respect of the notes being redeemed (not including any portion of the payments of interest accrued as of the date of redemption) discounted to the redemption date, on a semi-annual basis, at the treasury rate plus 30 basis points, plus accrued and unpaid interest to, but excluding, the date of redemption.</p>

See Description of the Notes Optional Redemption.

On or after September 15, 2022 (3 months prior to maturity), we may redeem all or a portion of the notes at any time, at our option, at a redemption price equal to 100% of the aggregate principal amount of the notes being redeemed, plus accrued and unpaid interest to, but excluding,

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the date of redemption. See
Description of the Notes Optional
Redemption.

Special mandatory redemption In the event that we do not consummate the Acquisition on or before June 30, 2013 or the Purchase Agreement is terminated at any time on

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or before such date, we will redeem all of the notes on a special mandatory redemption date at a redemption price equal to 101% of the aggregate principal amount of the notes, plus accrued and unpaid interest to, but excluding, the special mandatory redemption date. See Description of the Notes Special Mandatory Redemption.

Change of control offer

If a change of control triggering event as described in this prospectus supplement occurs, then we will be required to offer to repurchase the notes at a price equal to 101% of the aggregate principal amount of the notes being repurchased, plus accrued and unpaid interest to, but excluding, the date of repurchase. See Description of the Notes Change of Control Offer.

Use of proceeds

The net proceeds from this offering, after deducting the underwriters' discount and estimated offering expenses, will be approximately \$495,390,000. We expect to use the net proceeds, borrowings under our commercial paper program and available cash to pay the \$1 billion purchase price for the Acquisition and certain costs associated with the Acquisition.

If the Acquisition is not completed or if the Purchase Agreement is terminated for any reason on or before June 30, 2013, we intend to use the net proceeds of this offering to fund the special mandatory redemption of all outstanding notes issued hereby. See CSC Credit Services Transaction and Description of the Notes Special Mandatory Redemption.

Further issuances

The notes will initially be limited to an aggregate principal amount of \$500,000,000. We may, from time to time, without your consent, increase the principal amount of the notes by issuing additional notes in the future on the same terms and conditions, except for the public offering price and the issue date and, if applicable, the initial interest accrual date and the initial interest payment date. Any additional notes will constitute a single series of debt securities under the indenture with the notes offered by this prospectus supplement.

Covenants

The indenture governing the notes contains various covenants. These covenants are subject to a number of important qualifications and exceptions. See Description of Debt Securities Covenants in the Indentures in the accompanying prospectus.

Form and denomination

The notes will be offered in book-entry form through the facilities of The Depository Trust Company in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. Investors may elect to hold interests in the notes through Clearstream Banking, *société anonyme*, or Euroclear Bank S.A./N.V., as operator of the Euroclear

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System, if they are participants in these systems, or indirectly through organizations which are participants in these systems.

Risk factors

Your investment in the notes will involve risks. You should consider carefully all of the information set forth in this prospectus supplement, the accompanying prospectus, any free writing prospectus with respect to this offering filed by us with the SEC and the documents incorporated by reference herein, and, in particular, you should evaluate the specific factors set forth in the sections titled **Risk Factors** below, in our annual report on Form 10-K for the year ended December 31, 2011 and in our subsequent quarterly reports on Form 10-Q before deciding whether to purchase any notes in this offering.

Listing

The notes will not be listed on any securities exchange or quoted on any automated dealer quotation system.

Governing law

The indenture governing the notes is, and the notes will be, governed by the laws of the State of New York.

Trustee

The Bank of New York Mellon Trust Company, N.A.

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Risk factors

Investing in the notes involves various risks, including the risks below. You should carefully consider these risks, as well as the other information contained in or incorporated by reference into this prospectus supplement, before investing in the notes. You could lose part or all of your investment.

Risks relating to the acquisition

The completion of the Acquisition is subject to a number of closing conditions, and we can provide no assurances that it will be completed.

Although we expect to complete the Acquisition on or before December 31, 2012, the Acquisition is subject to a number of closing conditions. We can provide no assurance that the Acquisition will occur in the anticipated timeframe, or at all. If we are unable to satisfy (or obtain waivers of) the various conditions to closing, we will not be able to consummate the Acquisition. If we are not able to consummate the Acquisition within the time period specified under Description of the Notes Special Mandatory Redemption, we will redeem all of the notes at a redemption price equal to 101% of the aggregate principal amount of the notes, plus accrued and unpaid interest from the date of initial issuance to, but excluding, the special mandatory redemption date. See Description of the Notes Special Mandatory Redemption.

We will incur significant additional indebtedness as a result of the Acquisition.

We intend to finance the \$1 billion purchase price of the Acquisition with the proceeds of this offering, borrowings under our commercial paper program and available cash. We expect that upon completion of this offering and the Acquisition, our indebtedness will increase to approximately \$1.75 billion.

We may encounter difficulties in fully integrating the acquired CSC credit services business into our business and may not fully achieve, or achieve within a reasonable time frame, expected strategic objectives and other expected benefits of the Acquisition.

Complete integration of the acquired CSC Credit Services operations with that of our own will be a time-consuming process. There may be substantial difficulties, costs and delays involved in the integration of the acquired CSC business with that of our own. These may include:

distracting management from day-to-day operations;

potential incompatibility of corporate cultures; and

costs and delays in implementing common systems and procedures.

Any one or all of these factors may increase our operating costs or lower our anticipated financial performance. Also, many of these factors are outside of our control. Achieving the anticipated synergies and the potential benefits of the Acquisition will depend on successful integration of the businesses.

Other factors that may impact our achievement of the expected synergies and benefits of the Acquisition include, but are not limited to, our ability to maintain and enhance our relationships with existing CSC customers, our ability to provide additional opportunities for the acquired

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business through our existing customer relationships and product channels, changes in the spending patterns and preferences of such customers, and fluctuating economic and competitive conditions. We may be unable to achieve the same growth, sales levels and profitability that the CSC credit services business has achieved in the past.

Our ability to address these issues will determine the extent to which we are able to successfully integrate, develop and grow the acquired business and to realize the expected synergies and other benefits of the Acquisition. Our failure to do so could have a material adverse effect on our revenues, operating results and financial condition following the transaction.

Risks related to the notes

Because the notes are unsecured, they are effectively subordinated to our existing and future secured debt to the extent of the assets securing such debt. Further, your right to receive payments on the notes is effectively subordinated to all of our subsidiaries existing and future liabilities.

Our obligations under the notes are unsecured. In contrast, some of our other debt obligations are secured by various assets. The notes are effectively subordinated to our obligations under our secured debt to the extent of the assets securing such secured debt. The indenture governing the notes permits us and our subsidiaries to incur additional secured indebtedness. In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding, our pledged assets would be available to satisfy obligations of our secured indebtedness before any payment could be made on the notes. To the extent that such assets cannot satisfy in full our secured indebtedness, the holders of such indebtedness would have a claim for any shortfall that would rank equally in right of payment with the notes. In any of the foregoing events, we cannot assure you that there will be sufficient assets to pay amounts due on the notes. As a result, holders of the notes may receive less, ratably, than holders of our secured indebtedness. Holders of our secured indebtedness will have claims that are prior to your claims as holders of the notes, to the extent of the assets securing such indebtedness. As of September 30, 2012, we had approximately \$2.6 million of secured indebtedness outstanding.

The notes will be issued by Equifax Inc. and will not be guaranteed by any of our subsidiaries. The notes therefore will be structurally subordinated to the existing and future claims of our subsidiaries' creditors, including trade payables and lease obligations. Holders of the notes will not be creditors of our subsidiaries. Any claims of holders of the notes to the assets of our subsidiaries derive from our own equity interests in those subsidiaries. Claims of our subsidiaries' creditors will generally have priority as to the assets of our subsidiaries over our own equity interest claims and will therefore have priority over claims of the holders of the notes. Consequently, the notes will be effectively subordinate to all liabilities, whether or not secured, of any of our subsidiaries and any subsidiaries that we may in the future acquire or establish. As of September 30, 2012, our subsidiaries had outstanding approximately \$611.7 million of total liabilities, including \$30.7 million of debt (excluding, in each case, intercompany liabilities).

Our existing and future indebtedness may limit cash flow available to invest in the ongoing needs of our business, which could prevent us from fulfilling our obligations under the notes.

After giving effect to this offering of notes and assumed borrowings of \$300 million under our commercial paper program to pay the majority of the purchase price of the Acquisition, our total indebtedness at September 30, 2012 would have been approximately \$1.75 billion. Additionally,

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we have the ability under our existing credit facility to incur substantial additional indebtedness in the future. Our level of indebtedness could have important consequences to you. For example, it could:

require us to dedicate a substantial portion of our cash flow from operations to the payment of debt service, reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions and other general corporate purposes;

increase our vulnerability to adverse economic or industry conditions;

limit our ability to obtain additional financing in the future to enable us to react to changes in our business; or

place us at a competitive disadvantage compared to businesses in our industry that have less indebtedness.

To service our indebtedness, we will require a significant amount of cash. Our ability to generate cash depends on many factors beyond our control. We also depend on the business of our subsidiaries to satisfy our cash needs. If we cannot generate the required cash, we may not be able to make the necessary payments under the notes.

Our ability to make payments on our indebtedness, including the notes, and to fund planned capital expenditures will depend on our ability to generate cash in the future. Our ability to generate cash, to a certain extent, is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control.

A significant portion of our operations are conducted through our subsidiaries. As a result, our ability to service our debts, including our obligations under the notes and other obligations, depends in part on the earnings of our subsidiaries and the payment of those earnings to us in the form of dividends, loans or advances and through repayment of loans or advances from us. Our subsidiaries are separate and distinct legal entities. Our subsidiaries have no obligation to pay any amounts due on the notes or to provide us with funds to meet our payment obligations on the notes, whether in the form of dividends, distributions, loans or other payments. In addition, any payment of dividends, loans or advances by our subsidiaries could be subject to statutory or contractual restrictions. Payments to us by our subsidiaries will also be contingent upon our subsidiaries' earnings and business considerations. Additionally, changes in the laws of foreign jurisdictions in which we operate may adversely affect the ability of some of our foreign subsidiaries to repatriate funds to us.

Additionally, our historical financial results have been, and we anticipate that our future financial results will be, subject to fluctuations. We cannot assure you that our business will generate sufficient cash flow from our operations or that future borrowings will be available to us in an amount sufficient to enable us to pay our indebtedness, including the notes, or to fund our other liquidity needs and make necessary capital expenditures.

If our cash flow and capital resources are insufficient to allow us to make scheduled payments on our debt, we may have to sell assets, seek additional capital or restructure or refinance our debt. We cannot assure you that the terms of our debt will allow for these alternative measures or that such measures would satisfy our scheduled debt service obligations.

If we cannot make scheduled payments on our debt:

the holders of our debt could declare all outstanding principal and interest to be due and payable;

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the holders of our secured debt could commence foreclosure proceedings against our assets;

we could be forced into bankruptcy or liquidation; and

you could lose all or part of your investment in the notes.

The indenture does not restrict our ability to incur additional debt or to take other actions that could negatively impact our ability to pay our obligations under the notes, and the limited covenants in the indenture do not provide protection against some types of important corporate events.

The indenture for the notes does not:

limit our ability to incur indebtedness;

limit our subsidiaries' ability to incur indebtedness, which would effectively rank senior to the notes;

restrict our subsidiaries' ability to issue securities that would be senior to the equity interests of our subsidiaries that we hold;

restrict our ability to purchase or prepay our securities;

restrict our ability to make investments or to repurchase or pay dividends or make other payments in respect of our common stock or other securities ranking junior to the notes; or

require us to maintain any financial ratios or specific levels of net worth, revenues, income, cash flows or liquidity which might protect holders of the notes in the event that we experience significant adverse changes in our financial condition or results of operations.

Furthermore, the indenture for the notes contains only limited protections in the event of a change in control. We could engage in many types of transactions, such as certain acquisitions, refinancings or recapitalizations, that could substantially affect our capital structure and the value of the notes but would not constitute a change of control triggering event that permits holders to require us to repurchase their notes. For these reasons, you should not consider the covenants in the indenture or the repurchase feature of the notes as a significant factor in evaluating whether to invest in the notes.

Our credit ratings may not reflect all risks of your investment in the notes.

The credit ratings assigned to the notes are limited in scope and do not address all material risks relating to an investment in the notes, but rather reflect only the view of each rating agency at the time the rating is issued. There can be no assurance that such credit ratings will remain in effect for any given period of time or that a rating will not be lowered, suspended or withdrawn entirely by the applicable rating agencies if, in such rating agency's judgment, circumstances so warrant. Credit ratings are not a recommendation to buy, sell or hold any security. Each agency's rating should be evaluated independently of any other agency's rating. Actual or anticipated changes or downgrades in our credit ratings, including any announcement that our ratings are under further review for a downgrade, could affect the market value of the notes and increase our corporate borrowing costs.

If we do not complete the Acquisition on or prior to June 30, 2013 or if the Purchase Agreement is terminated at any time prior to such date, then we will redeem all of the notes and, as a result, holders of the notes may not obtain their expected return on the notes.

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We may not be able to complete the Acquisition within the time period specified under Description of the Notes Special Mandatory Redemption or the Purchase Agreement may be terminated prior to such time. Our ability to consummate the Acquisition is subject to various closing conditions. If we are not able to consummate the Acquisition by June 30, 2013 or if the Purchase Agreement is terminated on or before such date, we will redeem all of the notes at a redemption price equal to 101% of the aggregate principal amount of the redeemed notes, plus accrued and unpaid interest from the date of initial issuance to, but excluding, the special mandatory redemption date. As a result, holders of the notes may not obtain their expected return on the notes. If we complete the Acquisition within the specified timeframe, you will have no right to require us to redeem the notes pursuant to the special mandatory redemption provision, nor will you have any right to require us to redeem your notes if, between the closing of the notes offering and the closing of the Acquisition, the terms of the Acquisition change. See Description of the Notes Special Mandatory Redemption.

We may be unable to redeem or repurchase your notes upon a special mandatory redemption event or a change of control triggering event.

In addition to our obligation to redeem all of the notes if we do not complete the Acquisition within the time period specified under Description of the Notes Special Mandatory Redemption, holders of the notes will have the right, at their option, to require us to repurchase all or a portion of their notes upon the occurrence of a change of control triggering event, which is a triggering event involving both a change of control of the Company and the notes being rated below investment grade following a downgrade by each of Standard & Poor's Rating Services and Moody's Investor Services, Inc. In either case, we must redeem or offer to repurchase the notes at a price equal to 101% of the aggregate principal amount outstanding on the date of such special mandatory redemption or change of control triggering event, plus accrued and unpaid interest from the date of initial issuance to, but excluding, the redemption or repurchase date. If we do not have sufficient funds to pay the redemption or repurchase price for all of the notes to be redeemed or repurchased, an event of default under the indenture governing the notes would occur. We would need to seek third-party financing to the extent we do not have available funds to meet our redemption or repurchase obligation. However, there can be no assurance that we would be able to obtain any such financing on acceptable terms or at all. In addition, cash payments in respect of notes to be redeemed or repurchased may be subject to limits and might be prohibited, or create an event of default, under our indebtedness or other agreements relating to borrowings that we may enter into from time to time. Our failure to make cash payments in respect of notes to be redeemed or repurchased also could result in an event of default under the notes or under other credit-related agreements. Our inability to pay for notes that are to be redeemed or repurchased also could result in holders receiving substantially less than the principal amount of the notes.

A breach of a covenant in our debt instruments could cause an acceleration of a significant portion of our outstanding indebtedness.

The various agreements governing our outstanding indebtedness contain covenants that limit, among other things, our ability to:

incur additional indebtedness;

pay dividends or make distributions or certain other restricted payments;

make certain investments;

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create restrictions on the payment of dividends or other amounts to us by our restricted subsidiaries;

enter into transactions with shareholders or affiliates;

create liens;

sell assets, including, but not limited to capital stock of restricted subsidiaries; and

enter into certain mergers and consolidations.

A breach of a covenant or other provision in any debt instrument governing our current or future indebtedness could result in a default under such debt instrument. In addition, such an event may trigger an event of default under one or more of our other debt instruments, including the notes. Our ability to comply with the covenants and other provisions in our various debt instruments may be affected by events beyond our control, and we cannot assure you that we will be able to comply with these covenants and other provisions. Upon the occurrence of an event of default under any debt instrument, the lenders could elect to declare all amounts outstanding to be immediately due and payable and terminate all commitments to extend further credit. If we were unable to repay those amounts, the lenders could proceed against collateral granted to them, if any, to secure the indebtedness. If our current or future lenders accelerate the payment of the indebtedness owed to them, we cannot assure you that our assets would be sufficient to repay in full our outstanding indebtedness, including the notes.

You should consider the U.S. federal income tax consequences of owning the notes.

A discussion of certain U.S. federal income tax consequences of ownership of the notes is contained under the heading "Certain United States Federal Income Tax Consequences" in this prospectus supplement.

An active trading market for the notes may not develop.

The notes are a new issue of securities with no established trading market. The notes will not be listed on any securities exchange or quoted on any automated dealer quotation system. We cannot provide you with any assurance regarding (1) whether a trading market for the notes will develop, or, if a market develops, that it will be liquid or sustainable, and (2) the ability of holders of the notes to sell their notes or the price at which holders may be able to sell their notes. The underwriters have advised us that they currently intend to make a market in the notes. However, the underwriters are not obligated to do so, and any market-making with respect to the notes may be discontinued at any time without notice. If no active trading market develops, you may be unable to resell your notes at their fair market value or at all.

If a trading market does develop, changes in our credit ratings or the debt markets could adversely affect the market price of the notes.

The price for the notes will depend on many factors, including:

our credit ratings with major credit rating agencies;

the prevailing interest rates being paid by other companies similar to us;

the market price of our common stock;

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our financial condition, financial performance and future prospects; and

the overall condition of the financial markets.

Credit rating agencies continually review their ratings for the companies that they follow, including us. The credit rating agencies also evaluate the various industries in which we operate and may change their credit rating for us based on their overall view of those industries. A negative change in our rating could have an adverse effect on the price of the notes. In addition, the condition of the financial markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future. Such fluctuations could have an adverse effect on the price of the notes.

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The net proceeds from this offering will be approximately \$495,390,000, after deducting the underwriters' discount and estimated offering expenses payable by us. We intend to use the net proceeds from this offering to pay a portion of the \$1 billion purchase price of the Acquisition and to pay certain related expenses. We expect to pay the remaining amount of the purchase price and related expenses from borrowings under our commercial paper program supported by our \$500 million senior revolving credit facility and from available cash.

This offering is not conditioned upon the completion of the Acquisition, and there can be no assurance that we will consummate the Acquisition. In the event that the Acquisition is not consummated on or before June 30, 2013 or the Purchase Agreement is terminated any time on or before such date, we intend to use the net proceeds of this offering and the additional borrowings and available cash described above to fund the special mandatory redemption of all of the notes at a redemption price equal to 101% of the principal amount of the notes, plus accrued and unpaid interest to, but excluding, the special mandatory redemption date. See Description of the Notes Special Mandatory Redemption.

Pending use of the net offering proceeds as described above, we intend to invest the net proceeds in short-term interest-bearing accounts, securities or similar investments.

Ratio of earnings to fixed charges

The following table sets forth our historical consolidated ratio of earnings to fixed charges for each of the periods indicated. This ratio shows the extent to which our business generates enough earnings after payment of all expenses other than interest and income taxes to make interest payments on our debt.

	For the year ended December 31,					For the nine months ended September 30, 2012
2007	2008	2009	2010	2011		
7.0x	5.6x	6.2x	6.9x	7.5x	8.6x	

Earnings consists of income before income taxes and fixed charges. Fixed charges consist of interest on indebtedness, amortization of debt issuance costs and debt discounts and expense and the amount of rental expense on operating leases which management believes is a reasonable approximation of the interest factor related to rental expenses paid.

Table of Contents**Capitalization**

The following table sets forth our cash and cash equivalents and our capitalization as of September 30, 2012 on (1) an actual basis and (2) a pro forma as adjusted basis to reflect the Acquisition, the completion of this offering of \$500 million principal amount of notes and our additional borrowing of \$300 million under our commercial paper program and the application of the estimated net proceeds thereof plus the use of approximately \$210 million of cash to pay the purchase price of the Acquisition and to pay related expenses as described in Use of Proceeds as if these events had occurred on September 30, 2012.

You should read this information in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and our consolidated financial statements and the related notes included in our annual report on Form 10-K for the year ended December 31, 2011 and our quarterly report on Form 10-Q for the three and nine months ended September 30, 2012, each of which is incorporated by reference herein, and with Use of Proceeds and Unaudited Pro Forma Condensed Combined Financial Data elsewhere herein.

(in millions) (unaudited)	At September 30, 2012	
	Actual	Pro forma as adjusted
Cash and cash equivalents	\$ 267	\$ 57(1)
Debt (including current maturities)(2):		
Borrowings under long-term revolving credit facilities		
Commercial paper		300
Capitalized lease obligation	3	3
7.34% Notes due 2014	30	30
4.45% Notes due 2014	275	275
6.30% Notes due 2017	272	272
6.90% Debentures due 2028	125	125
7.00% Notes due 2037	250	250
3.30% Notes due 2022 offered hereby		500
Other	1	1
Total debt	\$ 956	\$ 1,756
Total Equifax shareholders' equity(3)	\$ 1,859	\$ 1,854
Noncontrolling interests	\$ 24	\$ 24
Total equity	\$ 1,883	\$ 1,878
Total capitalization	\$ 2,839	\$ 3,634

(1) Reflects payment of assumed costs of \$4.6 million in connection with the Acquisition and assumed debt issuance costs of \$4.8 million with regard to the notes offered hereby and the additional borrowings.

(2) Includes assumed debt issuance costs of \$4.8 million with regard to the notes offered hereby and the additional borrowings.

(3) Includes assumed costs of \$4.6 million in connection with the Acquisition.

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Unaudited pro forma condensed combined financial data

The following unaudited pro forma condensed combined financial data give effect to the Acquisition and related financings as if they had been completed on September 30, 2012 with respect to the pro forma balance sheet data and as of January 1, 2011 with respect to the pro forma statement of income data.

It should be noted that Equifax and CSC Credit Services, Inc. have different fiscal year ends. Accordingly, the selected unaudited pro forma income statement data for the calendar year ended December 31, 2011 have been developed from Equifax's historical consolidated income statement data for the year then ended and CSC Credit Services, Inc.'s historical consolidated income statement data for the year ended March 31, 2012. The selected unaudited pro forma income statement data for the nine months ended September 30, 2012 have been developed from Equifax's historical consolidated income statement data for the nine calendar months then ended and the unaudited historical results of CSC Credit Services, Inc. for the nine months ended September 30, 2012, which were derived from CSC Credit Services, Inc.'s unaudited historical results for the three months ended March 31, 2012 plus the unaudited six months ended September 30, 2012. The selected unaudited pro forma balance sheet data have been developed from Equifax's historical consolidated balance sheet data as of September 30, 2012 and CSC Credit Services, Inc.'s historical consolidated balance sheet data as of September 30, 2012.

The following unaudited pro forma condensed combined financial data should be read in conjunction with the historical consolidated financial statements and notes thereto of Equifax and of CSC Credit Services, Inc. which are incorporated herein by reference. See [Information We Incorporate By Reference](#).

The Acquisition will be accounted for under the purchase method of accounting. Under purchase accounting, the total purchase cost will be allocated to the tangible and intangible assets acquired by Equifax based upon their respective fair values as of the closing of the Acquisition based on valuations and other studies, which are not yet available. A preliminary allocation of the purchase cost has been made to major categories of assets in the pro forma condensed combined financial data set forth below based on estimates. The actual allocation of purchase cost and the resulting effect on income from operations may differ materially from the pro forma amounts included herein.

The following unaudited pro forma condensed combined financial data are presented for illustrative purposes only and are not necessarily indicative of what Equifax's actual financial position or results of operations would have been had the Acquisition and related financings been completed on the dates indicated above. In addition, the following unaudited pro forma condensed combined financial data do not purport to project the future financial position or results of operations of the combined company. A number of factors may affect our results. See the specific factors set forth in [Risk Factors](#) above and in our annual report on Form 10-K for the year ended December 31, 2011 and our subsequent quarterly reports on Form 10-Q incorporated by reference in this prospectus supplement.

Table of Contents**Equifax Inc.****Unaudited Pro Forma Condensed Combined Historical Statement of Income****Year Ended December 31, 2011**

(In millions, except per share amounts)	Historical Equifax	Historical CSC Credit Services	Pro Forma Adjustments	Pro Forma
Operating revenue	\$ 1,959.8	\$ 223.2	\$ (39.7) a	\$ 2,075.1
			(68.2) b	
Operating expenses:				
Cost of services (exclusive of depreciation and amortization below)	768.5	106.7	(39.7) a	767.3
			(68.2) b	
Selling, general and administrative expenses	554.8	11.7		566.5
Depreciation and amortization	165.5	1.2	29.7 c	195.4
			(1.0) d	
Total operating expenses	1,488.8	119.6	(79.2)	1,529.2
Operating income	471.0	103.6	(28.7)	545.9
Interest expense	(55.1)	(29.7)	(21.2) e	(76.3)
			29.7 f	
Other (expense) income, net	(7.7)			(7.7)
Consolidated income from continuing operations before income taxes	408.2	73.9	(20.2)	461.9
Provision for income taxes	(168.0)	(27.0)	7.6 g	(187.4)
Consolidated income from continuing operations	240.2	46.9	(12.6)	274.5
Discontinued operations, net of tax	1.5			1.5
Consolidated net income	241.7	46.9	(12.6)	276.0
Less: Net income attributable to noncontrolling interests	(8.8)			(8.8)
Net income attributable to Equifax	\$ 232.9	\$ 46.9	\$ (12.6)	\$ 267.2
Amounts attributable to Equifax:				
Income from continuing operations attributable to Equifax	\$ 231.4			\$ 265.7
Discontinued operations, net of tax	1.5			1.5
Net income	\$ 232.9			\$ 267.2
Basic earnings per common share:				
Income from continuing operations attributable to Equifax	\$ 1.90			\$ 2.18

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Discontinued operations attributable to Equifax	0.01	0.01
Net income attributable to Equifax	\$ 1.91	\$ 2.19
Weighted-average shares used in computing basic earnings per share	121.9	121.9
Diluted earnings per common share:		
Income from continuing operations attributable to Equifax	\$ 1.87	\$ 2.15
Discontinued operations attributable to Equifax	0.01	0.01
Net income attributable to Equifax	\$ 1.88	\$ 2.16
Weighted-average shares used in computing diluted earnings per share	123.7	123.7

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Table of Contents**Equifax Inc.****Unaudited Pro Forma Condensed Combined Historical Statement of Income****Nine Months Ended September 30, 2012**

(In millions, except per share amounts)	Historical Equifax	Historical CSC Credit Services	Pro Forma Adjustments	Pro Forma
Operating revenue	\$ 1,602.4	\$ 180.6	\$ (28.5) a	\$ 1,700.4
			(54.1) b	
Operating expenses:				
Cost of services (exclusive of depreciation and amortization below)	613.3	85.7	(28.5) a	616.4
			(54.1) b	
Selling, general and administrative expenses	472.2	9.5		481.7
Depreciation and amortization	123.1	0.6	22.3 c	145.5
			(0.5) d	
Total operating expenses	1,208.6	95.8	(60.8)	1,243.6
Operating income	393.8	84.8	(21.8)	456.8
Interest expense	(41.1)	(23.6)	(15.5) e	(56.6)
			23.6 f	
Other (expense) income, net	5.5			5.5
Consolidated income from continuing operations before income taxes	358.2	61.2	(13.7)	405.7
Provision for income taxes	(125.6)	(22.3)	5.1 g	(142.8)
Consolidated net income	232.6	38.9	(8.6)	262.9
Less: Net income attributable to noncontrolling interests	(6.8)			(6.8)
Net income attributable to Equifax	\$ 225.8	\$ 38.9	\$ (8.6)	\$ 256.1
Basic earnings per common share:	\$ 1.88			\$ 2.13
Weighted-average shares used in computing basic earnings per share	120.0			120.0
Diluted earnings per common share:	\$ 1.84			\$ 2.09
Weighted-average shares used in computing diluted earnings per share	122.4			122.4

Table of Contents**Notes to Unaudited Pro Forma Condensed Combined Income Statements**

(a) To adjust the historical presentation of CSC Credit Services, Inc.'s financial statements to conform to Equifax's presentation as it relates to revenue sharing between CSC Credit Services, Inc. and Equifax.

(b) To adjust for the elimination of historical activity between Equifax and CSC Credit Services, Inc.

(c) To increase amortization expense as a result of acquired intangibles. The preliminary purchase price and amortization period of intangibles are as follows:

Net Assets Acquired	\$	14.3	
Data Files		403.0	(15 years)
Non-Compete Agreement		14.0	(5 years)
Territorial Right		349.0	(indefinite)
Goodwill		219.7	(indefinite)
Total		\$ 1,000.0	

(d) To eliminate the historical amortization expense of CSC Credit Services, Inc.

(e) To reflect the increase in interest expense for \$800 million of borrowings incurred to fund the Acquisition. It is assumed that \$300 million will be borrowed through the issuance of commercial paper with an interest rate of 0.5% and \$500 million of notes will be offered hereby with an interest rate of 3.75%, along with debt issuance costs of \$0.5 million for the commercial paper and \$4.3 million related to the notes which will be amortized over the terms of the outstanding respective debt. The actual interest rate related to such borrowings may differ and, for every 0.125% variance in the interest rate, interest expense related to commercial paper borrowings would change by \$0.4 million annually and interest on the notes would change by \$0.6 million annually.

(f) To eliminate CSC Credit Services, Inc.'s historical interest expense related to debt that will not be assumed by Equifax.

(g) Reflects the income tax effects of the pro forma adjustments in this column at an effective tax rate of 37.6%.

Table of Contents**Equifax Inc.****Unaudited Pro Forma Condensed Combined Balance Sheet****September 30, 2012**

(In millions, except par values)	Historical Equifax	Historical CSC Credit Services	Pro Forma Adjustments	Pro Forma
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 267.2	\$	\$ (1,000.0) c	\$ 62.4
			795.2 d	
Trade accounts receivable, net	296.9	17.3	(2.5) a	311.7
Prepaid expenses	30.2	0.5		30.7
Other current assets	11.4	0.5	(0.5) b	11.4
Total current assets	605.7	18.3	(207.8)	416.2
Property and equipment:				
Capitalized internal-use software and system costs	361.6	4.0		365.6
Data processing equipment and furniture	203.0	0.6		203.6
Land, buildings and improvements	176.4			176.4
Total property and equipment	741.0	4.6		745.6
Less accumulated depreciation and amortization	(454.8)	(4.0)		(458.8)
Total property and equipment, net	286.2	0.6		286.8
Goodwill	1,974.5	2.4	(1.5) a	2,192.7
			(2.4) b	
			219.7 c	
Indefinite-lived intangible assets	95.7		349.0 c	444.7
Purchased intangible assets, net	487.6	2.9	(2.9) b	904.6
			417.0 c	
Other assets, net	156.2	0.4	(0.4) b	161.0
			4.8 d	
Total assets	\$ 3,605.9	\$ 24.6	\$ 775.5	\$ 4,406.0

Table of Contents**Equifax Inc.****Unaudited Pro Forma Condensed Combined Balance Sheet****September 30, 2012**

(In millions, except par values)	Historical Equifax	Historical CSC Credit Services	Pro Forma Adjustments	Pro Forma
LIABILITIES AND EQUITY				
Current liabilities:				
Short-term debt and current maturities of long-term debt	\$ 16.9	\$	\$	\$ 16.9
Accounts payable	28.6	1.2	(0.2) b	29.6
Accrued expenses	72.5	3.6	(0.7) b	80.0
			4.6 e	
Accrued salaries and bonuses	79.5	2.5	(2.5) b	79.5
Deferred revenue	54.1			54.1
Other current liabilities	73.9	15.7	(4.0) a	70.1
			(15.5) b	
Total current liabilities	325.5	23.0	(18.3)	330.2
Long-term debt	951.4	432.5	(432.5) b	1,751.4
			800.0 d	
Deferred income tax liabilities, net	228.6			228.6
Long-term pension and other postretirement benefit liabilities	163.3			163.3
Other long-term liabilities	53.9	2.4	(2.4) b	53.9
Total liabilities	1,722.7	457.9	346.8	2,527.4
Commitments and Contingencies (see Note 5)				
Equifax shareholders' equity:				
Common stock	236.6			236.6
Paid-in capital	1,131.6			1,131.6
Retained earnings	3,039.9		(4.6) e	3,035.3
Net parent investment		(433.4)	447.6 b	
			(14.2) c	
Accumulated other comprehensive loss	(373.0)	0.1	(0.1) c	(373.0)
Treasury stock	(2,170.4)			(2,170.4)
Stock held by employee benefits trust	(5.9)			(5.9)
Total Equifax shareholders' equity	1,858.8	(433.3)	428.7	1,854.2
Noncontrolling interests	24.4			24.4
Total equity	1,883.2	(433.3)	428.7	1,878.6
Total liabilities and equity	\$ 3,605.9	\$ 24.6	\$ 775.5	\$ 4,406.0

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Notes to Unaudited Pro Forma Condensed Combined Balance Sheet

- (a) To eliminate the \$4 million payable and \$2.5 million receivable between Equifax and CSC Credit Services, Inc.
- (b) To eliminate certain assets and liabilities of CSC Credit Services, Inc. that are not being acquired by Equifax as part of the Acquisition.
- (c) To record the payment of the purchase price to CSC Credit Services, Inc. and record the intangible assets acquired. The purchase price allocation is as follows:

Net Assets Acquired	\$ 14.3
Data Files	403.0
Non-Compete Agreement	14.0
Territorial Right	349.0
Goodwill	219.7
 Total	 \$ 1,000.0

- (d) To reflect the issuance of \$800 million of debt by Equifax to fund the Acquisition, net of \$4.8 million of capitalized issuance costs.

- (e) To record transaction fees paid to third parties in connection with the Acquisition.

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Description of the notes

The descriptions in this prospectus supplement contain a description of the material terms of the notes and the indenture but are only summaries of those terms. Reference is hereby made to the indenture, the supplemental indenture and the form of note that are or will be filed as exhibits to the registration statement of which this prospectus supplement forms a part and to the Trust Indenture Act of 1939, as amended.

General

We will issue the notes as a series of debt securities under a senior indenture, dated as of June 29, 1998, between us and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A., as successor to Bank One Trust Company, National Association, which was successor in interest to The First National Bank of Chicago), as trustee, as supplemented by a supplemental indenture, to be dated as of December 17, 2012 between us and the trustee. We refer to the indenture, as supplemented by the supplemental indenture, as the indenture. The trustee will initially be the security registrar and paying agent for the notes.

When we use the term **business day**, we mean any calendar day that is not a Saturday, Sunday or legal holiday in New York, New York and on which commercial banks are open for business in New York, New York.

The notes will be unsecured and will rank equally among themselves and with all of our other unsecured and unsubordinated indebtedness. Since we are a holding company, our rights and the rights of our creditors, including holders of the notes, to participate in the assets of any of our subsidiaries upon the liquidation or reorganization of any of our subsidiaries will be subject to prior claims of the creditors of any such subsidiary to the extent of the assets of such subsidiary. Claims on our subsidiaries by creditors other than us include claims with respect to trade payables and lease obligations in addition to long-term debt and short-term borrowings.

The notes will be subject to defeasance under the conditions described in the accompanying prospectus in **Description of the Debt Securities Satisfaction and Discharge; Defeasance**. No additional amounts or make-whole amounts, as those terms are defined in the indenture, will be payable with respect to the notes in the event of a defeasance.

The notes will be issued as fully registered notes in global form (to be deposited with the depositary or its custodian) and in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

In addition to the notes, we may issue from time to time other series of debt securities under the indenture consisting of debentures, notes or other unsecured, unsubordinated evidences of indebtedness, but such other series will be separate from and independent of the notes. The indenture does not limit the amount of debt securities or any other debt (whether secured or unsecured or whether subordinated or unsubordinated) which we may incur.

We may from time to time, without the consent of the holders of the notes, reopen the series of debt securities of which the notes are a part and issue additional notes having the same ranking and the same interest rate, maturity and other terms as the notes, except for the public offering price and the issue date and, if applicable, the initial interest accrual date and the initial interest payment date. Any additional notes having similar terms, together with the notes of the series

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being reopened, will constitute a single series of debt securities under the indenture and will be fungible with the previously issued notes of that series (including for U.S. federal income tax purposes) to the extent specified in the applicable pricing supplement. No additional such notes may be issued if an event of default has occurred and is continuing with respect to the series of debt securities of which such notes are a part.

The notes will mature at 100% of their principal amount on December 15, 2022 (the maturity date) unless earlier redeemed or repurchased. We may redeem some or all of the notes at any time before the maturity date at the applicable redemption price described below in **Optional Redemption**. If we do not consummate the Acquisition on or before June 30, 2013 or if the Purchase Agreement is terminated at any time on or before such date, we will redeem all of the notes on the special mandatory redemption date at the redemption price described below in **Special Mandatory Redemption**. If a change of control triggering event occurs, as described in this prospectus supplement, unless we have exercised our option to redeem the notes, we will be required to offer to repurchase the notes at the price described below in **Change of Control Offer**.

Payments of principal and interest to owners of the book-entry interests described below are expected to be made in accordance with the procedures of The Depository Trust Company (DTC) and its participants, including Clearstream Banking, *société anonyme* (Clearstream), and Euroclear Bank S.A./N.V., as operator of the Euroclear System (Euroclear).

The trustee will maintain an office in the Borough of Manhattan, the City of New York where we will pay the principal and premium, if any, on the notes and you may present the notes for registration of transfer and exchange.

Interest

The notes will bear interest from and including December 17, 2012 to, but excluding, the maturity date at a rate per annum equal to 3.30%. Interest on the notes will be payable semi-annually in arrears on June 15 and December 15 of each year (each, an interest payment date), beginning on June 15, 2013, to the persons in whose names the notes are registered at the close of business on June 1 and December 1 of each year. Interest on the notes will be paid on the basis of a 360-day year comprised of twelve 30-day months.

If any interest payment date or the maturity date falls on a day that is not a business day, the related payment will be made on the next succeeding business day with the same force and effect as if made on the day such payment was due, and no interest will accrue for the period from and after the interest payment date or maturity date, as the case may be.

Ranking

The notes will be our direct, senior unsecured obligations and will rank without preference or priority among themselves and equally with all of our existing and future senior unsecured debt.

We are a holding company and conduct our operations primarily through subsidiaries. However, the notes will be obligations exclusively of Equifax Inc. and will not be guaranteed by any of our subsidiaries. As a result, the notes will be structurally subordinated to all debt and other liabilities of our subsidiaries, which means that creditors of our subsidiaries will be paid from their assets before holders of the notes would have any claims to those assets. As of September 30, 2012, our subsidiaries had outstanding approximately \$611.7 million of total liabilities, including \$30.7 million of debt (excluding, in each case, intercompany liabilities).

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As a holding company, dividends from our subsidiaries and permitted payments to us under our tax sharing arrangements with our subsidiaries will be our principal sources of cash to pay principal and interest on the notes and meet our other obligations. Our subsidiaries have no obligation to pay any amounts due on the notes.

As of September 30, 2012, we had outstanding \$925.1 million of unsubordinated debt at the parent company level, of which \$922.5 million was unsecured. As of September 30, 2012, we had approximately \$2.6 million of secured debt outstanding on a consolidated basis. The indenture does not limit our ability, or that of any of our existing or future subsidiaries, to incur senior, subordinated or secured indebtedness and other liabilities or issue preferred stock.

Optional redemption

Prior to September 15, 2022 (3 months prior to the maturity date), we may redeem all or a portion of the notes at our option at any time or from time to time as set forth below. We will mail notice of such redemption to the registered holders of the notes to be redeemed at least 30 days and not more than 60 days prior to the redemption date. We may redeem such notes at a redemption price equal to the greater of:

100% of the principal amount plus accrued and unpaid interest to, but excluding, the redemption date; and

the sum of the present values of the Remaining Scheduled Payments of principal and interest (exclusive of interest accrued to the redemption date) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 30 basis points, plus accrued and unpaid interest on the principal amount being redeemed to, but excluding, the redemption date. On or after September 15, 2022 (3 months prior to the maturity date), we may redeem the notes, in whole or in part from time to time, at our option, for an amount in cash equal to 100% of the principal amount plus accrued and unpaid interest on the principal amount being redeemed to, but excluding, the redemption date.

We are required to give notice of redemption by mail to holders not more than 60 but not less than 30 days prior to the redemption date.

Comparable Treasury Issue means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term (Remaining Life) of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the notes.

Comparable Treasury Price means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such Quotations or, if only one such Quotation is obtained, such Quotation.

Independent Investment Banker means an independent investment banking institution of national standing appointed by us, which may be one of the Reference Treasury Dealers.

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Reference Treasury Dealer means J.P. Morgan Securities LLC, a Primary Treasury Dealer (defined below) selected by Wells Fargo Securities, LLC and any other two Primary Treasury Dealers selected by us and their respective successors, *provided* that if any of the foregoing or any such successor shall cease to be a primary U.S. government securities dealer in New York City (a Primary Treasury Dealer), we will substitute therefor another Primary Treasury Dealer.

Reference Treasury Dealer Quotations means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by the Reference Treasury Dealer at 5:00 p.m. on the third business day preceding such redemption date.

Remaining Scheduled Payments means, with respect to the notes to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due at the related redemption date but before such redemption; provided, however, that if such redemption date is not an interest payment date, with respect to the notes, the amount of the next succeeding scheduled interest payment thereon will be deemed to be reduced by the amount of interest accrued thereon to such redemption date.

Treasury Rate means, with respect to any redemption date for the notes:

the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated H.15(519) or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption Treasury Constant Maturities, for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Remaining Life, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month),

if the period from the redemption date to the maturity date of the notes to be redeemed is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used, or

if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date. The Treasury Rate shall be calculated by us on the third business day preceding the redemption date. The trustee shall not be responsible for any such calculation.

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Special mandatory redemption

We intend to use the net proceeds from this offering to pay a portion of the purchase price of the Acquisition as described under the heading "Use of Proceeds." The closing of this offering is expected to occur prior to the completion of the Acquisition. The notes will be subject to a special mandatory redemption right of ours in the event the Acquisition is not consummated on or before June 30, 2013 or the Purchase Agreement for the Acquisition is terminated on or before June 30, 2013, which we refer to in either such event as a redemption event. If a redemption event occurs, we will redeem all of the notes on the special mandatory redemption date at a special mandatory redemption price equal to 101% of the principal amount thereof plus accrued and unpaid interest from the date of initial issuance, or the most recent date to which interest has been paid or provided for, whichever is later, to, but excluding, the special mandatory redemption date.

If a redemption event occurs, we, or the trustee on our behalf, will promptly cause the notice of the special mandatory redemption to be mailed to each holder at its registered address. If funds sufficient to pay the special mandatory redemption price of all notes to be redeemed on the special mandatory redemption date, plus accrued and unpaid interest to, but excluding, the special mandatory redemption date, are deposited with the paying agent on or before the special mandatory redemption date and certain other conditions are satisfied, all of the notes will be redeemed on the special mandatory redemption date and on and after such date the notes will cease to bear interest and all rights under such notes (other than with regard to the right to receive the special mandatory redemption price plus accrued and unpaid interest) shall terminate.

For these purposes, special mandatory redemption date means the 15th calendar day following the earlier to occur of (a) June 30, 2012, and (b) the date the Purchase Agreement is terminated.

Change of control offer

If a change of control triggering event occurs with respect to the notes, unless we have exercised our option to redeem the notes as described above, we will be required to make an offer (the *change of control offer*) to each holder of the notes to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of that holder's notes on the terms set forth in the notes. In the change of control offer, we will be required to offer payment in cash equal to 101% of the aggregate principal amount of notes repurchased, plus accrued and unpaid interest, if any, on the notes repurchased to the date of repurchase (the *change of control payment*). Within 30 days following any change of control triggering event or, at our option, prior to any change of control, but after public announcement of the transaction that constitutes or may constitute the change of control, a notice will be mailed to holders of the notes describing the transaction that constitutes or may constitute the change of control triggering event and offering to repurchase the notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the *change of control payment date*). The notice will, if mailed prior to the date of consummation of the change of control, state that the offer to purchase is conditioned on the change of control triggering event occurring on or prior to the change of control payment date.

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On the change of control payment date, we will, to the extent lawful:

accept for payment all notes or portions of notes properly tendered pursuant to the change of control offer;

deposit with the paying agent an amount equal to the change of control payment in respect of all notes or portions of notes properly tendered;
and

deliver or cause to be delivered to the trustee the notes properly accepted together with an officers certificate stating the aggregate principal amount of notes or portions of notes being repurchased.

We will not be required to make a change of control offer upon the occurrence of a change of control triggering event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by us and the third party repurchases all notes properly tendered and not withdrawn under its offer. In addition, we will not repurchase any notes if there has occurred and is continuing on the change of control payment date an event of default under the indenture with respect to the notes, other than a default in the payment of the change of control payment upon a change of control triggering event.

We will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a change of control triggering event. To the extent that the provisions of any such securities laws or regulations conflict with the change of control offer provisions of the notes, we will comply with those securities laws and regulations and will not be deemed to have breached our obligations under the change of control offer provisions of the notes by virtue of any such conflict.

Additionally, after our obligation to purchase notes arises hereunder, we may not, without the consent of each holder of the notes, amend, change or modify in any material respect our obligation to make and consummate a change of control offer in the event of a change of control triggering event or, after such change of control triggering event has occurred, modify any of the provisions or definitions of the indenture with respect thereto.

For purposes of the change of control offer provisions of the notes, the following terms will be applicable:

Change of control means the occurrence of any of the following: (1) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any person (as that term is used in Section 13(d)(3) of the Exchange Act) (other than our company or one of our subsidiaries) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of our voting stock or other voting stock into which our voting stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; (2) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or more series of related transactions, of all or substantially all of our assets and the assets of our subsidiaries, taken as a whole, to one or more persons (as that term is defined in the indenture) (other than our company or one of our subsidiaries); or (3) the first day on which a majority of the members of our board of directors are not continuing directors. Notwithstanding the foregoing, a transaction will not be deemed to involve a change of control if (1) we become a direct or indirect wholly owned subsidiary of a holding company and (2)(A) the direct or

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indirect holders of the voting stock of such holding company immediately following that transaction are substantially the same as the holders of our voting stock immediately prior to that transaction or (B) immediately following that transaction no person (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the voting stock of such holding company.

Change of control triggering event means the occurrence of both a change of control and a rating event.

Continuing directors means, as of any date of determination, any member of our board of directors who (1) was a member of such board of directors on the date the notes were issued or (2) was nominated for election, elected or appointed to such board of directors with the approval of a majority of the continuing directors who were members of such board of directors at the time of such nomination, election or appointment (either by a specific vote or by approval of our proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

Investment grade rating means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any additional rating agency or rating agencies selected by us.

Moody's means Moody's Investors Service, Inc.

Rating agencies means (1) each of Moody's and S&P; and (2) if any of Moody's or S&P ceases to rate the notes or fails to make a rating of the notes publicly available for reasons outside of our control, a nationally recognized statistical rating organization within the meaning of Section 3(a)(62) of the Exchange Act selected by us (as certified by a resolution of our Board of Directors) as a replacement agency for Moody's or S&P, or all of them, as the case may be.

Rating event means the rating on the notes is lowered by each of the rating agencies and the notes are rated below an investment grade rating by each of the rating agencies on any day within the 60-day period (which 60-day period will be extended so long as the rating of the notes is under publicly announced consideration for a possible downgrade by any of the rating agencies) after the earlier of (1) the occurrence of a change of control and (2) public notice of the occurrence of a change of control or our intention to effect a change of control.

S&P means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc.

Voting stock means, with respect to any specified person (as that term is used in Section 13(d)(3) of the Exchange Act) as of any date, the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

Sinking fund

The notes will not be entitled to the benefit of any sinking fund.

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Events of default

The indenture defines an event of default with respect to any series of debt securities as one or more of the following events:

- (1) default in the payment of any interest on the notes, when it becomes due and payable, and continuance of such default for a period of 30 days;
- (2) default in the payment of the principal of (and premium, if any, on) the notes when due at its maturity (including a failure to make a payment to purchase notes tendered pursuant to a change of control offer or redemption event in respect of the notes);
- (3) default in the performance, or breach, of any other covenant or warranty by us in the indenture which affects or is applicable to the notes, and the continuation of that default or breach for a period of 60 days after the trustee has given us, or after holders of at least 25% in aggregate principal amount of all outstanding notes have given us and the trustee, written notice thereof;
- (4) default (i) in the payment of any scheduled principal or interest on any indebtedness (as defined in the indenture) of ours or of any subsidiary of ours (other than the notes), aggregating more than \$20 million in principal amount, when due after giving effect to any applicable grace period or (ii) in the performance of any other term or provision of any indebtedness (as defined in the indenture) of ours or of any subsidiary of ours (other than the notes), in excess of \$20 million in principal amount, that results in such indebtedness being accelerated, and such acceleration shall not have been rescinded or annulled, or such indebtedness has not been discharged, within 15 days after the trustee has given us, or after holders of at least 25% in aggregate principal amount of all outstanding notes have given us and the trustee, written notice thereof;
- (5) entry against us or any of our subsidiaries of one or more judgments, decrees or orders, either individually or in the aggregate, in excess of \$20 million, by a court having jurisdiction over us from which no appeal may be taken, and the continuance of such judgment, decree or order unsatisfied and in effect for a period of 45 consecutive days after the amount thereof is due without a stay of execution, and the trustee has given us, or after holders of at least 25% in aggregate principal amount of all outstanding notes have given us and the trustee, written notice thereof; and

- (6) certain events relating to our bankruptcy, insolvency or reorganization.

If there is a continuing event of default with respect to the notes, either the trustee or the holders of at least 25% in aggregate principal amount of the outstanding notes may declare the principal amount of the notes to be due and payable immediately.

After acceleration, the holders of a majority in aggregate principal amount of the outstanding notes, under certain circumstances, may rescind and annul such acceleration if (i) we have deposited with the trustee all required payments of interest, principal (and premium, if any) and overdue interest, on the notes, plus fees, expenses, disbursements and advances of the trustee, and (ii) all events of default, other than the non-payment of accelerated principal, or other specified amount, have been cured or waived.

The trustee is required to give notice to the holders of the notes of a default under the indenture, to the extent and within the time periods specified by the Trust Indenture Act of 1939, as amended; provided, however, that in the case of any default of the character specified in clause (4) above, no notice will be given for at least 30 days after the occurrence thereof.

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Other than the duty to act with the required care during an event of default, the trustee will not be obligated to exercise any of its rights or powers at the request of the holders unless the holders shall have offered to the trustee reasonable indemnity. However, the trustee may refuse to follow any direction which is in conflict with any law or the indenture, which may involve the trustee in personal liability or which may be unduly prejudicial to the holders of the notes not joining in the direction. Generally, the holders of a majority in aggregate principal amount of the outstanding notes will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee with respect to the notes.

A holder will not have any right to institute any proceeding under the indenture, or for the appointment of a receiver or a trustee, or for any other remedy under the indentures, unless:

- (1) the holder has previously given to the trustee written notice of a continuing event of default with respect to the notes;
- (2) the holders of at least 25% in principal amount of the outstanding notes have made a written request and have offered reasonable indemnity to the trustee to institute the proceeding; and
- (3) the trustee has failed to institute the proceeding and has not received direction inconsistent with the original request from the holders of a majority in aggregate principal amount of the outstanding notes within 60 days after the original request.

Holders may, however, sue to enforce the payment of principal, premium or interest on the notes on or after the due date without following the procedures listed in (1) through (3) above.

We must deliver to the trustee an annual statement by our officers within 120 days after the end of each fiscal year as to whether or not we are in default in the performance of the indenture and, if so, specifying all known defaults.

Resignation and removal of the trustee

The trustee may resign at any time by giving written notice thereof to us. The trustee may also be removed by act of the holders of a majority in principal amount of the then outstanding notes. No resignation or removal of the trustee and no appointment of a successor trust