DOT HILL SYSTEMS CORP
Form SC 13D
April 10, 2003

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

SCHEDULE 13G

Information Statement pursuant to
Rule 13d-1 and 13d-2

Dot Hill Systems Corp.
(Name of Issuer)

COMMON STOCK
(Title of Class of Securities)

25848T109
(CUSIP Number)

March 24, 2003
(Date of event which requires filing of this Statement)

Check the appropriate box to designate the rule pursuant to which this Schedule is filed:

[ ] Rule 13d-1(b)

[x] Rule 13d-1(c)

[ ] Rule 13d-1(d)

(Continued on following pages)

1.	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Mark A. Mays SSN #: 304-76-6775		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) (b)	[ ] [ ]
3.	SEC USE ONLY		
4.	CITIZENSHIP OR PLACE OF ORGANIZATION: USA		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5. SOLE VOTING POWER 250,000 shares of Common Stock of the Issuer.		
	6. SHARED VOTING POWER None.		
	7. SOLE DISPOSITIVE POWER 250,000 shares of Common Stock of the Issuer.		
	8. SHARED DISPOSITIVE POWER None.		
9.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 250,000 shares of Common Stock of the Issuer.		
10.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES		[ ]
11.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9) 0.8%		
12.	TYPE OF REPORTING PERSON IN		

ITEM 1(A). NAME OF ISSUER.
Dot Hill Systems Corp.

ITEM 1(B). ADDRESS OF ISSUER'S PRINCIPAL EXECUTIVE OFFICES.
6305 El Camino Real
Carlsbad, California 92009

ITEM 2(A). NAMES OF PERSON FILING.
Mark A. Mays

ITEM 2(B). RESIDENCE.
THE ADDRESS IS:
24 Tall Pines Drive
Weston, Connecticut 06883

ITEM 2(C). CITIZENSHIP.
USA

ITEM 2(D). TITLE OF CLASS OF SECURITIES.
Common Stock

ITEM 2(E). CUSIP NUMBER.
25848T109

ITEM 3. IF THIS STATEMENT IS FILED PURSUANT TO RULES 13D-1(B) OR 13D-2(B), CHECK WHETHER THE PERSON FILING IS A:
Not applicable. This statement is filed pursuant to Rule 13d-1(c)

ITEM 4. OWNERSHIP.

(a) Amount beneficially owned by reporting person is 250,000.

(b) Percent of Class: The reporting person beneficially holds 0.8% of the Issuer's issued and outstanding Common Stock (based on 29,981,638 shares of Common Stock of the Issuer issued and outstanding as of March 26, 2003 as stated in Company's most recently filed Form 10-K)

(c) Number of shares as to which such person has:

(i) Sole power to direct the vote: 250,000.

(ii) Shared power to vote or to direct the vote: None.

(iii) Sole power to dispose or direct the disposition of the Common Stock: 250,000.

(iv) Shared power to dispose or direct the disposition of: None.

ITEM 5. OWNERSHIP OF FIVE PERCENT OR LESS OF A CLASS.
Not applicable.

ITEM 6. OWNERSHIP OF MORE THAN FIVE PERCENT ON BEHALF OF ANOTHER PERSON.
Not applicable.

ITEM 7. IDENTIFICATION AND CLASSIFICATION OF THE SUBSIDIARY WHICH ACQUIRED THE SECURITY BEING REPORTED ON BY THE PARENT HOLDING COMPANY.
Not applicable.

ITEM 8. IDENTIFICATION AND CLASSIFICATION OF MEMBERS OF THE GROUP.
Not applicable.

ITEM 9. NOTICE OF DISSOLUTION OF GROUP.
Not applicable.

ITEM 10. CERTIFICATION.
By signing below, I certify that, to the best of my knowledge and belief, the securities referred to above were not acquired and are not held for the purpose of or with the effect of changing or influencing the control of the issuer of the securities and were not acquired and are not held in connection with or as a participant in any transaction which could have that purpose or effect.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

April 4, 2003

(Date)

/s/ Mark A. Mays

Mark A. Mays

(Signature)

ctional share interest by the closing price for a share of First Data common stock on the NYSE Composite Tape on the date of the completion of the merger, as reported by *The Wall Street Journal* (Northeast edition) or, if not reported in that paper, any other authoritative source.

Listing of First Data Stock

First Data has agreed to use its reasonable best efforts, promptly after the date of the merger agreement, to cause the shares of First Data common stock to be issued pursuant to the merger to be approved for listing on the NYSE, subject to official notice of issuance. First Data s symbol FDC will be used for the shares, assuming the listing application is approved. Approval for listing on the NYSE of the shares of First Data common stock issuable to the Concord shareholders pursuant to the merger, subject only to official notice of issuance, is a condition to the obligations of First Data and Concord to complete the merger. First Data also has agreed to use its reasonable best efforts to cause the shares of First Data common stock issuable upon the exercise of Concord stock options assumed by First Data pursuant to the terms of the merger agreement to be approved for listing on the NYSE promptly after completion of the merger.

Table of Contents

Covenants

We have each undertaken certain covenants in the merger agreement concerning the conduct of our respective businesses between the date the merger agreement was signed and the completion of the merger. The following summarizes the more significant of these covenants:

No Solicitation. Concord has agreed that Concord and its subsidiaries will not, and will not permit their respective officers, directors, employees, agents or representatives to:

- solicit, initiate or knowingly encourage, including by way of furnishing non-public information, any inquiries regarding, or the making of any proposal or offer which constitutes a takeover proposal of the type described below;
- enter into any letter of intent or agreement related to a takeover proposal, other than a confidentiality agreement;
- participate in any discussions or negotiations regarding a takeover proposal; or
- take any other action knowingly to facilitate any inquiries or the making of any proposal that constitutes, or that would reasonably be expected to lead to, any takeover proposal.

Under the merger agreement, Concord agreed to cease all existing activities, discussions or negotiations as of the date of the merger agreement with any parties with respect to a takeover proposal. Concord also agreed to promptly notify First Data if it receives a takeover proposal and to keep First Data informed of the status of any discussions or negotiations relating to the takeover proposal and the terms of the takeover proposal.

However, Concord is permitted to participate in negotiations with, and furnish information (including non-public information) with respect to Concord to, a person making a takeover proposal, if:

- Concord s shareholder meeting to vote on the adoption of the merger agreement has not occurred;
- the Concord board of directors concludes in good faith that the takeover proposal is, or is reasonably likely to lead to the delivery of, a superior proposal of the type described below; and
- prior to furnishing any information (including non-public information) to a person making a takeover proposal, the proposing person first signs a confidentiality agreement with Concord containing confidentiality provisions no more favorable to the proposing person than those in the confidentiality agreement between First Data and Concord.

Additionally, the provision described above will not restrict Concord from complying with Rules 14d-9 or 14e-2 under the Securities Exchange Act of 1934.

A *takeover proposal* for Concord means any inquiry, proposal or offer from any person (other than First Data and its affiliates) relating to:

any direct or indirect acquisition or purchase of 25% or more of the assets of Concord and its subsidiaries or 25% or more of the voting power of the outstanding capital stock of Concord or its subsidiaries;

any tender offer or exchange offer that if completed would result in any person beneficially owning 25% or more of the voting power of the outstanding capital stock of Concord or its subsidiaries; or

any merger, consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction involving Concord, other than the transactions contemplated by the merger agreement with First Data.

A *superior proposal* for Concord means any bona fide takeover proposal made by any person (other than First Data and its affiliates) to acquire, directly or indirectly, for consideration consisting of cash and/or securities:

Table of Contents

more than 50% of the voting power of the outstanding common stock of Concord; or

all or substantially all the assets of Concord;

and otherwise on terms which the Concord board of directors determines in good faith would, if completed, result in a transaction that would, or would be reasonably likely to, be more favorable to Concord s shareholders than the transactions contemplated by the merger agreement. In making a determination as to whether a takeover proposal constitutes a superior proposal, the Concord board of directors may take into account any factors that it in good faith deems relevant, including the identity of the offeror and all legal, financial, regulatory and other aspects of the proposal, including the terms of any financing and the likelihood that the transaction will be completed.

Board of Directors Covenant to Recommend. Concord has agreed that its board of directors will recommend adoption of the merger agreement to the Concord shareholders. Similarly, First Data has agreed that its board of directors will recommend the issuance of shares of First Data common stock as contemplated by the merger agreement.

Even if the Concord board withdraws or modifies its recommendation of the merger, Concord is still required to submit the merger agreement at the special meeting of its shareholders for consideration, unless the merger agreement is otherwise terminated. See The Merger Agreement Termination of Merger Agreement for a discussion of each party s ability to terminate the merger agreement.

Operations of First Data and Concord Pending Closing. As explained below, we have each undertaken a separate covenant that places restrictions on ourselves and our respective subsidiaries and other controlled entities until either the completion of the merger or the termination of the merger agreement.

Restrictions on First Data s Business Pending Closing. First Data has agreed that (except as contemplated by the merger agreement or required by applicable law), without the prior written consent of Concord (which shall not be unreasonably withheld or delayed), it will not and will not permit any of its subsidiaries or other controlled entities to:

make any change in or amendment to its certificate of incorporation that changes any material term or provision of First Data s common stock;

make any material change in or amendment to the merger subsidiary s certificate of incorporation;

engage in any recapitalization, restructuring or reorganization with respect to its capital stock, including by way of any extraordinary dividend on, or other extraordinary distributions with respect to, its capital stock;

take any action or omit to take any action that would reasonably be expected to cause any of First Data s representations and warranties in the merger agreement (see The Merger Agreement Representations and Warranties) to become untrue such that the closing condition requiring that those representations and warranties be true at closing (see The Merger Agreement Conditions) would not be satisfied;

enter into any agreement to acquire or purchase (whether by merger, acquisition of equity or assets, joint venture or otherwise) any person or any interest in any person if the acquisition or purchase would cause a material delay in or prevent the receipt of any antitrust or competition law approval necessary for the completion of the merger, unless prior to taking such action First Data reasonably determines that the action would not be reasonably expected to cause such effect; or

authorize or enter into any contract to do any of the foregoing.

To the extent the restrictions described in the fourth, fifth and sixth bullet points above apply to any alliance (as defined below) of First Data, those restrictions on the alliance will be subject to applicable fiduciary duties and contractual restrictions with respect to the alliance. Additionally, unless First Data has received the prior written consent of Concord (not to be unreasonably withheld or delayed), First Data shall, and shall cause its subsidiaries and other controlled entities to (to the extent it may do so under applicable fiduciary duties, contractual

Table of Contents

restrictions and applicable law), vote any voting equity interest it holds in any alliance against any proposal by any alliance to take any of the actions referred to in the fourth, fifth and sixth bullet points above.

As used with respect to the restrictions on First Data and its subsidiaries or other controlled entities described above, an alliance means any venture (in any form, including in corporate, partnership or limited liability company form) or contractual alliance between First Data or any of its affiliates and one or more third parties:

- pursuant to which the third party has the contractual or other legal right to block major actions by the venture or contractual alliance; or
- to whom First Data or any of its affiliates owe a fiduciary duty.

Restrictions on Concord s Business Pending Closing. In general, until either the closing of the merger or the termination of the merger agreement, Concord and its subsidiaries are required to carry on their businesses in all material respects in the ordinary course and to use reasonable best efforts to preserve their business organization substantially intact and maintain their existing relations with customers, suppliers, distributors, creditors, lessors, employers and business associates. Concord also has agreed that (except as contemplated by the merger agreement or required by applicable law), without the prior written consent of First Data (which shall not be unreasonably withheld or delayed), it will not and will not permit any of its subsidiaries or other controlled entities to:

- amend Concord s certificate of incorporation or by-laws;
- other than in the case of any direct or indirect wholly owned subsidiary, split, combine or reclassify its outstanding shares of capital stock;
- declare, set aside or pay any dividend or distribution payable in cash, stock or property in respect of any capital stock other than dividends or distributions from direct or indirect wholly owned subsidiaries;
- except in connection with the Concord stock plans, repurchase, redeem or otherwise acquire, or permit any subsidiaries to purchase or otherwise acquire, any shares of Concord capital stock or any securities convertible into or exchangeable or exercisable for any shares of Concord capital stock;
- issue, sell, pledge, dispose of or encumber any shares of, or securities convertible into or exchangeable or exercisable for, or options, warrants, calls, commitments or rights of any kind to acquire, any shares of Concord capital stock (other than (1) the issuance of shares of Concord common stock and Concord stock options to employees of Concord or any of its subsidiaries pursuant to the Concord stock plans in amounts previously disclosed to First Data, (2) shares issuable under Concord stock options outstanding as of the date of the merger agreement or (3) the issuance by any of Concord s direct or indirect wholly owned subsidiaries of its capital stock to Concord or another of Concord s wholly owned subsidiaries);
- other than products or services sold in the ordinary course of business, transfer, lease, license, guarantee, sell, mortgage, pledge, dispose of or encumber any other property or assets;

incur or modify any indebtedness (other than (1) indebtedness existing solely between Concord and its wholly owned subsidiaries or between Concord s wholly owned subsidiaries or (2) incremental indebtedness to the extent the incremental indebtedness, together with all other indebtedness of Concord and its subsidiaries, is materially consistent with the historical debt-to-equity ratio of Concord and its subsidiaries, taken as a whole (adjusting for the sale of the demand deposits of EFS National Bank to Union Planters Bank, N.A. pursuant to the Agreement to Purchase Assets and Assume Liabilities dated November 14, 2002));

make or authorize or commit to any capital expenditures beyond specified limitations;

by any means, make any purchase or acquisition (including by way of merger or other business combination) of, or investment in (1) the capital stock of or other interest in, any other person other

Table of Contents

than a wholly owned subsidiary of Concord or (2) except in the ordinary course of business consistent with past practice, assets of any other person (other than (x) the completion of an acquisition publicly announced prior to the date of the merger agreement or (y) acquisitions (including acquisitions of additional non-publicly traded equity interests in any person in which Concord or any of its subsidiaries already owns any equity interest) that individually involve aggregate consideration not exceeding $10,000,000);

make any loans, advances or capital contributions to any other person (other than to Concord or any of its wholly owned subsidiaries) outside of the ordinary course of business;

except as required by the terms of the merger agreement, (1) terminate, establish, adopt, enter into, make any new grants or awards under, amend or otherwise modify, any benefit plans or compensation commitments, (2) increase the compensation of any officer or any other employee earning annual compensation of more than $200,000 (other than pursuant to contracts currently in force and previously disclosed to First Data) and (3) hire any employee at a compensation level expected to be more than $200,000 a year;

pay, discharge, settle, compromise or satisfy any material claims, liabilities or other obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than in the ordinary course of business consistent with past practice or in accordance with their terms existing on the date of the merger agreement, or waive, release or assign any material rights or claims other than in the ordinary course of business consistent with past practice. Concord also has agreed that it will not settle certain specified claims without First Data s consent regardless of whether the claims are material or settled in the ordinary course of business consistent with past practice;

modify, amend or terminate any material contracts if the modification, amendment or termination would be materially adverse to Concord, other than (i) customer contracts or (ii) contracts entered in the ordinary course of business consistent with past practice;

implement or adopt any change in accounting principles or accounting practices, in all cases other than as may be required by a change in generally accepted accounting principles or as recommended by Concord s outside auditors;

prepare or file any tax return inconsistent in any material respect with past practice or, on any such tax return, take any position, make any election, or adopt any method that is materially inconsistent with positions taken, elections made or methods used in preparing or filing similar tax returns in prior periods;

enter into any contract that would restrict, after completion of the merger, First Data and its subsidiaries (other than Concord and its subsidiaries) with respect to engaging or competing in any line of business or in any geographic area;

enter into any contract that would restrict, after completion of the merger, Concord and its subsidiaries with respect to (A) engaging or competing in any of First Data s core businesses or in any geographic area or (B) pricing, to the extent the contract contains a provision which restricts pricing in any of First Data s core businesses;

enter into any material contract that contains a change of control provision which would be applicable to the merger or the transactions contemplated by the merger agreement;

take any action or omit to take any action that would reasonably be expected to cause any of Concord s representations and warranties in the merger agreement (see The Merger Agreement Representations and Warranties) to become untrue such that the closing condition requiring that those representations and warranties be true at closing (see The Merger Agreement Conditions) would not be satisfied; or

authorize or enter into any contract to do any of the foregoing.

Table of Contents

Reasonable Best Efforts Covenant. We have each agreed to cooperate with each other and to use our (and cause our respective subsidiaries to use) reasonable best efforts to take or cause to be taken all actions and do or cause to be done all things necessary, proper or advisable under the merger agreement and applicable laws to complete the merger and the other transactions contemplated by the merger agreement as soon as practicable, including obtaining as promptly as practicable all necessary regulatory approvals.

We also have agreed to use our reasonable best efforts to avoid the institution of an action or proceeding to prohibit the merger, to contest and resist an action or proceeding to prohibit the merger and to have vacated, lifted, reversed or overturned any temporary, preliminary or permanent decree, judgment, injunction or other order that is in effect and that prohibits, prevents, delays or otherwise restricts the merger. This obligation of the parties to contest and resist an action described above ceases in the event a permanent decree, judgment, injunction or other order is issued or is in effect that is nonappealable and prohibits, prevents, delays or restricts completion of the merger.

First Data does not intend to become, and will use its reasonable best efforts to avoid becoming, a bank holding company or financial holding company under the Bank Holding Company Act of 1956, as amended, on an ongoing basis as a result of the merger. Concord in turn has agreed to assist First Data in this regard, including cooperating with First Data to reorganize or restructure Concord EFS National Bank either after the closing of the merger or immediately before if necessary to effectuate First Data s intent not to become a bank or financial holding company. For further discussion of how this will be accomplished see The Proposed Merger Regulatory Matters Relating to the Merger.

Employee Matters. In the merger agreement, First Data has agreed that, following the merger, it will:

- allow Concord employees to participate in First Data employee benefit plans on substantially the same terms and conditions as similarly situated employees of First Data;
- waive any pre-existing condition exclusions or requirements for evidence of insurability with respect to coverage requirements applicable to Concord employees under the First Data benefit plans;
- subject to certain exceptions, grant Concord employees credit under First Data benefit plans for purposes of benefit accrual, eligibility and vesting for their prior service to the same extent that their service was credited under comparable Concord benefit plans;
- allow Concord employees to elect to roll over any distributions they are eligible to receive from the Concord 401(k) Plan (including outstanding loans) to the First Data Corporation Incentive Savings Plan (see Interests of Concord s Directors and Executive Officers in the Merger);
- grant Concord employees credit under First Data benefit plans for co-payments and payments under a deductible limit made by them during the applicable plan year of the Concord benefit plans;
- assume the Concord stock plans with the result that all outstanding Concord stock options will be converted into options to purchase First Data common stock (for a further discussion of how this will be accomplished see The Merger Agreement Consideration to be Received Pursuant to the Merger; Treatment of Stock Options); and
- honor all (1) binding compensation and employee benefit obligations to current and former Concord employees under the Concord benefit plans, (2) severance plans or policies in existence on the date of the merger agreement and (3) employment or severance agreements entered into by Concord or adopted by the Concord board of directors prior to the date of the merger agreement, in each

case as previously disclosed to First Data.

We also have agreed that Concord may implement a retention plan for the benefit of certain Concord employees selected by the compensation committee of the Concord board of directors. The plan involves aggregate benefits of up to $10 million. The merger agreement provides that not less than 75% of the benefits payable under the plan will be in the form of cash, with the remaining benefits payable in the form of First Data stock options (the value of which would be determined by the Black-Scholes valuation model on the date of grant) which would be granted within 90 days after the closing date of the merger. We have now agreed that 100% of the benefits payable

Table of Contents

under the retention plan will be in the form of cash, and that 50% of the cash benefits will be payable to Concord employees on the closing date of the merger, with the remaining portion generally payable no earlier than the six-month anniversary of the closing date. The allocation of the aggregate benefits among the employees was proposed by the compensation committee of the Concord board of directors and approved by First Data. Notwithstanding the foregoing, on the closing date of the merger, the following executive officers will receive cash payments in the following respective amounts, which will constitute a portion of the $10 million retention plan and the only amounts payable to such individuals under the retention plan: Bond R. Isaacson, $752,213; E. Miles Kilburn, $405,038; Edward A. Labry, $694,350; and Dan M. Palmer, $752,213. Other Concord executive officers who participate in the retention plan are expected to receive 50% of their respective payments on the closing date and the remaining 50% at the six-month anniversary of the closing date, consistent with the payment schedule applicable to other employees.

Indemnification and Insurance. To the fullest extent permitted by applicable law, First Data has agreed that:

- for six years after the completion of the merger, it will (subject to certain limitations) indemnify, as if it were Concord, former Concord directors, officers, employees and agents for liabilities arising from their acts or omissions occurring prior to closing as provided under Concord s certificate of incorporation or by-laws in effect on the date of the merger agreement;

- it will honor all indemnification agreements in effect on the date of the merger agreement with Concord s former directors, officers, employees and agents; and

- for six years after the completion of the merger, First Data will maintain Concord s existing officers and directors liability insurance so long as the annual premium for the insurance does not exceed 300% of the last annual premium that Concord paid prior to the date of the merger agreement. If Concord s existing insurance policy expires, is terminated or cancelled during the six year period or if the annual premium exceeds the 300% limitation, First Data will cause Concord to use its reasonable best efforts to obtain as much insurance as can be obtained for the remainder of the six year period without exceeding the 300% premium limitation.

For a further discussion of officer and director indemnification and insurance see Interests of Concord s Directors and Executive Officers in the Merger Indemnification; Directors and Officers Insurance.

Other Covenants and Agreements

Expenses. We have each agreed to pay our own costs and expenses incurred in connection with the merger and the merger agreement, with the exception that we will each pay 50% of any expenses (other than attorneys and accounting fees and expenses) incurred in printing and filing with the SEC the registration statement of which this joint proxy statement/prospectus forms a part.

Election to First Data Board of Directors. At or prior to the completion of the merger, First Data will expand its board of directors by one member and, immediately after the completion of the merger, appoint an existing Concord director (whose selection will be mutually agreed to by First Data and Concord) to fill that vacancy.

Other Covenants. The merger agreement contains certain other covenants, including covenants relating to public announcements and employee communications, access to information, state takeover laws and tax matters.

Representations and Warranties

The merger agreement contains customary representations and warranties, generally qualified by material adverse effect, made by each of us to the other. The representations and warranties relate to:

corporate existence, qualification to conduct business and corporate standing and power;

ownership of subsidiaries;

Table of Contents

capital structure;

corporate authority to enter into, and carry out the obligations under, the merger agreement and enforceability of the merger agreement;

absence of a breach of the certificate of incorporation, by-laws, law or material agreements as a result of the merger;

filings with the SEC;

absence of certain changes or events;

information supplied for use in this joint proxy statement/prospectus;

compliance with laws;

tax matters;

absence of undisclosed liabilities;

litigation;

employee benefit plans;

required shareholder votes;

inapplicability of anti-takeover statutes;

payment of fees to finders or brokers in connection with the merger agreement; and

opinions of financial advisors.

Representations and warranties made solely by Concord relate to environmental and intellectual property matters, compliance with bank regulatory and credit card association regulations, customers and material contracts.

The merger agreement also contains certain representations and warranties of First Data with respect to its wholly owned merger subsidiary, including corporate authorization, absence of a breach of the certificate of incorporation or the by-laws, lack of prior business activities and

capitalization.

As used in the merger agreement, the term *material adverse effect* or *material adverse change* means with respect to either First Data or Concord, as applicable, any effect, change or development that is or would reasonably be expected to be material and adverse to the financial condition, business, operations or results of operations of such company and its subsidiaries, taken as a whole. However, to the extent any effect, change or development is caused by or results from any of the following, it will not be taken into account in determining whether there has been (or would reasonably be expected to be) a material adverse effect or material adverse change :

the announcement of the execution of the merger agreement or the performance of obligations under the merger agreement;

factors affecting the economy or financial markets as a whole or generally affecting the payment services industry, except to the extent Concord or First Data, as the case may be, is materially and adversely affected in a disproportionate manner as compared to other comparable participants in the industry;

failure to meet analyst financial forecasts, in and of itself, or the trading price of Concord common stock or First Data common stock, as the case may be, in and of itself (however, the facts or

Table of Contents

occurrences giving rise or contributing to the effect, change or development which affects or otherwise relates to the failure to meet analyst financial forecasts or the trading price, as the case may be, may be deemed to constitute, or be taken into account in determining whether there has been, or would reasonably be expected to be, a material adverse change or material adverse effect); and

the commencement, occurrence or continuation of any war, armed hostilities or acts of terrorism involving or affecting any part of the United States of America.

First Data and Concord also agreed in the merger agreement that the following occurrences would in any event be deemed to constitute a *material adverse effect* or ma*terial adverse change* under the merger agreement with respect to either First Data or Concord:

a criminal indictment or criminal information or similar proceeding or action against a party or its subsidiaries or against any of their respective officers or directors relating to actions within the scope of the party s business;

an SEC enforcement action against a party, its subsidiaries or their respective officers or directors relating to actions within the scope of the party s business; or

an SEC formal investigation that is not resolved by the earlier of 90 days after its commencement or January 31, 2004, of a party, its subsidiaries or their respective officers or directors relating to actions within the scope of the party s business.

Conditions

Our respective obligations to complete the merger are subject to the satisfaction or, to the extent legally permissible, the waiver of the following conditions:

the adoption of the merger agreement by the Concord shareholders, and the approval by the First Data shareholders of the issuance of shares of First Data common stock as contemplated by the merger agreement;

the absence of any law, judgment, injunction or other order by a governmental entity that is in effect prohibiting completion of the merger and the absence of any proceeding by any governmental entity seeking such an order;

the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended;

the approval for listing by the NYSE of the First Data common stock to be issued pursuant to the merger, subject to official notice of issuance;

the SEC having declared effective the First Data registration statement, of which this joint proxy statement/prospectus forms a part;

the making of all material blue sky securities filings and the receipt of all permits and approvals necessary under applicable law; and

the receipt of all other governmental and regulatory consents, registrations, approvals, permits and authorizations necessary for the merger unless failure to obtain those consents or approvals would not have a material adverse effect on Concord or, after giving effect to the merger, First Data.

In addition, individually, our respective obligations to effect the merger are subject to the satisfaction or, to the extent legally permissible, the waiver of the following additional conditions:

the representations and warranties of the other party with respect to capital structure and authority contained in the merger agreement which are qualified by material adverse effect or materiality, being true and correct, and the portions of those representations and warranties that are not qualified by

Table of Contents

material adverse effect or materiality being true and correct in all material respects, as of the closing date of the merger except, in either case, to the extent that the representation or warranty speaks as of another date;

the representations and warranties of the other party (other than the representations and warranties with respect to capital structure and authority) being true and correct unless the inaccuracies (without giving effect to any materiality or material adverse effect qualifications or exceptions) in respect of those representations and warranties, taking all the inaccuracies in respect of those representations and warranties together in their entirety, do not result in a material adverse effect on the other party, as of the closing date of the merger as if they were made on that date, except to the extent that the representation or warranty speaks as of another date;

the other party having performed in all material respects all material obligations and complied in all material respects with all material agreements and covenants required to be performed and complied with by it under the merger agreement; and

the receipt of an opinion of the party s counsel which provides that the merger will qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code.

With respect to the first two bullet points above, First Data and Concord agreed in the merger agreement that during any period of time when a party is under formal investigation by the SEC the party that is not under investigation (and whose subsidiaries and their respective officers and directors are not under investigation) shall not be required by the party under investigation to complete the merger.

First Data s obligation to complete the merger also is subject to the following additional conditions:

First Data shall be reasonably satisfied that neither it nor any of its subsidiaries shall become a bank holding company or financial holding company under the Bank Holding Company Act of 1956, as amended, on an ongoing basis as a result of the merger;

in connection with obtaining any approval or consent required to complete the transactions contemplated by the merger agreement, no governmental entity shall have imposed any condition, penalty or requirement which would have a material adverse effect on Concord or, after giving effect to the merger, First Data; and

Concord shall have obtained the consent or approval of each person whose consent or approval is required under any contract to which Concord or any of its subsidiaries is a party, except those for which the failure to obtain such consent or approval would not have a material adverse effect on Concord or, after giving effect to the merger, First Data.

Termination of Merger Agreement

Right to Terminate. The merger agreement may be terminated at any time prior to the completion of the merger in any of the following ways:

by our mutual written consent;

by either one of us:

if the merger has not been completed by October 31, 2003 or, if the conditions to closing relating to antitrust or other governmental approvals of the merger have not been satisfied, but all other conditions to closing are satisfied or are capable of being satisfied by that date, this date is automatically extended to January 31, 2004; except that a party may not terminate the merger agreement if the cause of the merger not being completed is that party s failure to fulfill its obligations under the merger agreement;

Table of Contents

if a governmental entity issues an order, decree or ruling or takes any other action permanently enjoining, restraining or otherwise prohibiting the merger and the order, decree or ruling or other action has become final and nonappealable; or

if either First Data s shareholders fail to approve the issuance of shares of First Data common stock as contemplated by the merger agreement or Concord s shareholders fail to adopt the merger agreement.

by First Data:

if the Concord board of directors either fails to recommend the merger to its shareholders or the board or any committee of the board modifies its recommendation in any manner adverse to First Data;

if the Concord board of directors or any committee of the board approves or recommends any takeover proposal other than the merger with First Data;

if there has been a breach of any representation, warranty, covenant or other agreement made by Concord in the merger agreement, or if any such representation and warranty becomes untrue after the date of the merger agreement and, in either case, the breach or failure to be true:

would result in the applicable closing condition to the merger not being satisfied; and

is not curable or, if curable, is not cured within 30 days after written notice is given by First Data to Concord.

by Concord:

if the First Data board of directors either fails to recommend to its shareholders the issuance of shares of First Data common stock as contemplated by the merger agreement or the board modifies its recommendation in any manner adverse to Concord;

if there has been a breach of any representation, warranty, covenant or other agreement made by First Data or its wholly owned merger subsidiary in the merger agreement, or if any such representation and warranty becomes untrue after the date of the merger agreement and, in either case, the breach or failure to be true:

would result in the applicable closing condition to the merger not being satisfied; and

is not curable or, if curable, is not cured within 30 days after written notice is given by Concord to First Data.

if (1) the Concord board of directors authorizes Concord, subject to complying with the terms of the merger agreement, to enter into a definitive agreement concerning a transaction that constitutes a *superior proposal* (see The Merger Agreement Covenants No Solicitation for a discussion of this term) and Concord notifies First Data in writing that it intends to enter into the agreement, (2) First Data does not make, within three business days of receipt of Concord s written notification of its intention to enter into a definitive agreement for a superior proposal, an offer that the Concord board of directors determines, in good faith after consultation with its financial advisors, is at least as favorable, in the aggregate, to Concord s shareholders as the superior proposal and (3) prior to or concurrently with the termination of the merger agreement Concord

pays to First Data in immediately available funds the termination fee described in Termination Fees Payable by Concord below. Concord also agreed (A) that it will not enter into a definitive agreement referred to in clause (1) above until at least the fourth business day after it has provided the requisite notice to First Data and (B) to notify First Data promptly in writing if its intention to enter into the definitive agreement referred to in its notification changes at any time after giving the notification.

Table of Contents

Termination Fees Payable by Concord. Concord has agreed to pay First Data a termination fee of $210 million if the merger agreement is terminated under one of the following circumstances:

- the merger agreement is terminated by First Data because the Concord board of directors or any committee of the board approves or recommends any takeover proposal other than the merger with First Data;

- the merger agreement is terminated by Concord because it enters into a definitive agreement for a superior proposal pursuant to the provision described in the third hashmark above concerning Concord s termination rights;

- (1) the merger agreement is terminated by First Data because the Concord board of directors either fails to recommend the merger with First Data to its shareholders or the board or any committee of the board modifies its recommendation in any manner adverse to First Data and (2) concurrently with the termination or within nine months of the termination, Concord enters into a definitive agreement with respect to a takeover proposal or completes a takeover proposal; or

- (1) after the date of the merger agreement a takeover proposal for Concord has been publicly disclosed or any person has publicly disclosed that, subject to Concord s merger with First Data being disapproved or otherwise rejected by Concord s shareholders, it will make a takeover proposal with respect to Concord, (2) the merger agreement is subsequently terminated by Concord or First Data because Concord s shareholders fail to adopt the merger agreement and (3) concurrently with the termination or within nine months of the termination, Concord enters into a definitive agreement with respect to a takeover proposal or completes a takeover proposal.

The termination fee is required to be paid by Concord at different times, depending on what provision is used to terminate the merger agreement. If the termination fee becomes payable pursuant to the first bullet point above, the fee is required to be paid to First Data one business day after the date of termination. If the termination fee is payable pursuant to the second bullet point above, the fee is required to be paid to First Data on the date of termination. If the agreement is terminated as provided in either the third or fourth bullet points above, the fee is required to be paid to First Data upon the earlier of Concord entering into a definitive agreement with respect to a takeover proposal or completing a takeover proposal. In any case, the termination fee is payable to First Data by wire transfer of immediately available funds.

Termination Fees Payable by First Data. First Data has agreed to pay Concord a fee of $25 million if the merger agreement is terminated by First Data or Concord:

- due to the entry of a permanent order, decree or ruling (which has become final and nonappealable) enjoining, restraining or otherwise prohibiting the merger on antitrust grounds; or

- in the event that the merger has not been completed by January 31, 2004 solely as a result of the failure to obtain necessary antitrust approvals.

In either of the above circumstances, First Data is required to pay the termination fee to Concord one business day after termination if the merger agreement is terminated by Concord, or on the date of termination if the merger agreement is terminated by First Data.

Amendments, Extensions and Waivers

Amendments. The merger agreement may be amended by the parties at any time prior to the completion of the merger, except that any amendment after a shareholders meeting which requires approval by shareholders may not be made without such approval. All amendments to the merger agreement must be in writing signed by each party.

Extensions and Waivers. At any time prior to the completion of the merger, any party to the merger agreement may:

Table of Contents

extend the time for the performance of any of the obligations or other acts of any other party to the merger agreement;

waive any inaccuracies in the representations and warranties of any other party contained in the merger agreement or in any document delivered pursuant to the merger agreement; or

waive compliance by any other party with any of the agreements or conditions contained in the merger agreement.

All extensions and waivers must be in writing and signed by the party against whom the extension or waiver is to be effective.

Table of Contents

CHAPTER TWO

PRO FORMA FINANCIAL DATA

FIRST DATA AND CONCORD UNAUDITED PRO FORMA CONDENSED COMBINED CONSOLIDATED FINANCIAL STATEMENTS

The Unaudited Pro Forma Condensed Combined Consolidated Statements of Income combine the historical consolidated statements of income of First Data and Concord, giving effect to the merger as if it had occurred on January 1 of each period presented. The Unaudited Pro Forma Condensed Combined Consolidated Balance Sheet combines the historical consolidated balance sheet of First Data and the historical consolidated balance sheet of Concord, giving effect to the merger as if it had been completed on June 30, 2003. We have adjusted the historical consolidated financial information to give effect to pro forma events that are (1) directly attributable to the merger, (2) factually supportable and (3) with respect to the statements of income, expected to have a continuing impact on the combined results. You should read this information in conjunction with the:

- accompanying notes to the Unaudited Pro Forma Condensed Combined Consolidated Financial Statements;
- separate historical unaudited financial statements of First Data as of and for the six months ended June 30, 2003 included in First Data s Quarterly Report on Form 10-Q for the six month period ended June 30, 2003, which is incorporated by reference into this document;
- separate historical financial statements of First Data as of and for the year ended December 31, 2002 included in First Data s Annual Report on Form 10-K for the year ended December 31, 2002, which is incorporated by reference into this document;
- separate historical unaudited financial statements of Concord as of and for the six months ended June 30, 2003 included in Concord s Quarterly Report on Form 10-Q for the six month period ended June 30, 2003, which is incorporated by reference into this document; and
- separate historical financial statements of Concord as of and for the year ended December 31, 2002 included in Concord s Annual Report on Form 10-K for the year ended December 31, 2002, which is incorporated by reference into this document.

We present the unaudited pro forma condensed combined consolidated financial information for informational purposes only. The unaudited pro forma information is not necessarily indicative of what our financial position or results of operations actually would have been had we completed the merger at the dates indicated. In addition, the unaudited pro forma condensed combined consolidated financial information does not purport to project the future financial position or operating results of the combined company.

We prepared the unaudited pro forma condensed combined consolidated financial information using the purchase method of accounting with First Data treated as the acquirer. As described in Note 1, Basis of Pro Forma Presentation, First Data s cost to acquire Concord will be allocated to the assets acquired and liabilities assumed based upon their estimated fair values as of the date of acquisition. The allocation is dependent upon certain valuations and other studies that have not progressed to a stage where there is sufficient information to make a definitive allocation.

Accordingly, the purchase price allocation pro forma adjustments are preliminary and have been made solely for the purpose of providing unaudited pro forma condensed combined consolidated financial information.

Table of Contents

UNAUDITED PRO FORMA CONDENSED COMBINED CONSOLIDATED

STATEMENT OF INCOME

For the Year Ended December 31, 2002

	First Data Corporation	Concord EFS, Inc.	Reclassifications(4)		Pro Forma Adjustments (4)		Pro Forma Combined
			(in millions, except per share data)				
REVENUES							
Transaction and processing service fees	$ 6,566.2	$ 1,966.6	$ (809.8)	(a)	$ (17.0)	(c)	$ 7,631.5
			(74.5)	(b)			
Other non-transaction based revenue (1)	275.7		1.7	(b)			277.4
Product sales and other	275.3		45.1	(b)			320.4
Reimbursable postage and other	519.0		29.8	(b)			548.8
	7,636.2	1,966.6	(807.7)		(17.0)		8,778.1
EXPENSES							
Cost of services	3,809.6	1,366.5	(796.9)	(a)	136.3	(d)	4,451.4
			(47.1)	(b)	(17.0)	(c)	
Cost of products sold	189.5		13.5	(b)			203.0
Selling, general and administrative	1,282.7	123.9	(12.9)	(a)	(2.2)	(e)	1,391.5
Reimbursable postage and other	519.0		29.8	(b)			548.8
Other operating expenses (2)	73.9	86.2					160.1
	5,874.7	1,576.6	(813.6)		117.1		6,754.8
Operating profit	1,761.5	390.0	5.9		(134.1)		2,023.3
Other income / (expense) (3)	9.9	86.4	(5.9)	(b)	(2.5)	(f)	83.6
					(1.4)	(g)	
					(2.9)	(h)	
Interest expense	(117.1)	(11.6)			3.8	(f)	(116.6)
					8.3	(h)	
Income before income taxes, minority interest and equity earnings in affiliates	1,654.3	464.8			(128.8)		1,990.3
Income taxes	432.2	163.1			(48.0)	(i)	547.3
Minority interest	(102.8)	(0.9)					(103.7)
Equity earnings in affiliates	118.6						118.6
Net income	$ 1,237.9	$ 300.8	$		$ (80.8)		$ 1,457.9
Earnings per share basic	$ 1.63	$ 0.59				(j)	$ 1.52
Earnings per share diluted	$ 1.61	$ 0.57				(j)	$ 1.49
Weighted average shares outstanding:							

Basic	757.5	507.3	(j)	960.4
Diluted	771.8	524.7	(j)	981.7

(1) Other non-transaction based revenue includes investment income, professional services and software licensing and maintenance.
(2) Other operating expenses include restructuring charges, net, impairments and litigation and regulatory settlements.
(3) Other income / (expense) includes interest income, investment gains and (losses) and divestitures, net.
(4) Refer to the Notes to Unaudited Pro Forma Condensed Combined Consolidated Financial Statements Note 2. Pro Forma Adjustments.

See Accompanying Notes to Unaudited Pro Forma Condensed Combined Consolidated Financial Statements, which are an integral part of these statements.

Table of Contents

UNAUDITED PRO FORMA CONDENSED COMBINED CONSOLIDATED

STATEMENT OF INCOME

For the Six Months Ended June 30, 2003

	First Data Corporation	Concord EFS, Inc.	Reclassifications (4)		Pro Forma Adjustments (4)		Pro Forma Combined
			(in millions, except per share data)				
REVENUES							
Transaction and processing service fees	$ 3,498.5	$ 1,089.9	$ (476.1)	(a)	$ (15.1)	(c)	$ 4,066.1
			(34.9)	(b)	3.8	(d)	
Other non-transaction based revenue (1)	142.5		0.5	(b)			143.0
Product sales and other	163.9		19.5	(b)			183.4
Reimbursable postage and other	318.3		14.9	(b)			333.2
	4,123.2	1,089.9	(476.1)		(11.3)		4,725.7
EXPENSES							
Cost of services	2,083.5	798.8	(467.8)	(a)	64.8	(d)	2,439.8
			(24.4)	(b)	(15.1)	(c)	
Cost of products sold	99.4		9.5	(b)			108.9
Selling, general and administrative	694.3	66.3	(8.3)	(a)	(7.8)	(k)	753.6
			8.9	(b)	0.2	(e)	
Reimbursable postage and other	318.3		14.9	(b)			333.2
Other operating expenses (2)		7.9	(8.9)	(b)			(1.0)
	3,195.5	873.0	(476.1)		42.1		3,634.5
Operating profit	927.7	216.9			(53.4)		1,091.2
Other income / (expense) (3)	2.5	40.4			(0.1)	(f)	41.1
					(0.5)	(g)	
					(1.2)	(h)	
Interest expense	(51.9)	(4.4)			0.3	(f)	(52.0)
					4.0	(h)	
Income before income taxes, minority interest and equity earnings in affiliates	878.3	252.9			(50.9)		1,080.3
Income taxes	242.7	88.5			(19.0)	(i)	312.2
Minority interest	(57.0)	(0.6)					(57.6)
Equity earnings in affiliates	67.8						67.8
Net income	$ 646.4	$ 163.8	$		$ (31.9)		$ 778.3
Earnings per share basic	$ 0.86	$ 0.34				(j)	$ 0.82
Earnings per share diluted	$ 0.85	$ 0.33				(j)	$ 0.81

Weighted average shares outstanding:				
Basic	749.1	486.6	(j)	943.7
Diluted	759.6	496.7	(j)	958.3

(1) Other non-transaction based revenue includes investment income, professional services and software licensing and maintenance.
(2) Other operating expenses include a restructuring reversal and merger related charges (Concord historical).
(3) Other income / (expense) includes interest income, investment gains and (losses) and divestitures, net.
(4) Refer to the Notes to Unaudited Pro Forma Condensed Combined Consolidated Financial Statements Note 2. Pro Forma Adjustments.

See Accompanying Notes to Unaudited Pro Forma Condensed Combined Consolidated Financial Statements, which are an integral part of these statements.

Table of Contents

UNAUDITED PRO FORMA CONDENSED COMBINED CONSOLIDATED

STATEMENT OF INCOME

For the Six Months Ended June 30, 2002

	First Data Corporation	Concord EFS, Inc.	Reclassifi-cations (4)		Pro Forma Adjustments (4)		Pro Forma Combined
			(in millions, except per share data)				
REVENUES							
Transaction and processing service fees	$ 3,112.0	$ 909.9	$ (364.5)	(a)	$ (5.7)	(c)	$ 3,615.1
			(36.6)	(b)			
Other non-transaction based revenue (1)	132.8		1.5	(b)			134.3
Product sales and other	147.7		24.8	(b)			172.5
Reimbursable postage and other	237.7		14.8	(b)			252.5
	3,630.2	909.9	(360.0)		(5.7)		4,174.4
EXPENSES							
Cost of services	1,843.3	613.8	(358.6)	(a)	71.0	(d)	2,142.6
			(21.2)	(b)	(5.7)	(c)	
Cost of products sold	93.7		5.0	(b)			98.7
Selling, general and administrative	619.1	57.1	(5.9)	(a)	(0.2)	(e)	670.1
Reimbursable postage and other	237.7		14.8	(b)			252.5
Other operating expenses (2)	48.4	97.4					145.8
	2,842.2	768.3	(365.9)		65.1		3,309.7
Operating profit	788.0	141.6	5.9		(70.8)		864.7
Other income / (expense) (3)	5.2	46.1	(5.9)	(b)	(1.9)	(f)	41.5
					(0.7)	(g)	
					(1.3)	(h)	
Interest expense	(59.3)	(5.8)			2.4	(f)	(58.9)
					3.8	(h)	
Income before income taxes, minority interest and equity earnings in affiliates	733.9	181.9			(68.5)		847.3
Income taxes	196.1	64.1			(25.6)	(i)	234.6
Minority interest	(47.0)	(0.4)					(47.4)
Equity earnings in affiliates	52.1						52.1
Net income	$ 542.9	$ 117.4	$		$ (42.9)		$ 617.4
Earnings per share basic	$ 0.71	$ 0.23				(j)	$ 0.64
Earnings per share diluted	$ 0.70	$ 0.22				(j)	$ 0.62
Weighted average shares outstanding:							
Basic	761.3	510.2				(j)	965.4

Diluted	778.3	531.5	(j)	990.9

(1) Other non-transaction based revenue includes investment income, professional services and software licensing and maintenance.
(2) Other operating expenses include restructuring charges, net, impairments and litigation and regulatory settlements.
(3) Other income / (expense) includes interest income, investment gains and (losses) and divestitures, net.
(4) Refer to the Notes to Unaudited Pro Forma Condensed Combined Consolidated Financial Statements Note 2. Pro Forma Adjustments.

See Accompanying Notes to Unaudited Pro Forma Condensed Combined Consolidated Financial Statements, which are an integral part of these statements.

Table of Contents

UNAUDITED PRO FORMA CONDENSED COMBINED CONSOLIDATED BALANCE SHEET

As of June 30, 2003

	First Data Corporation	Concord EFS, Inc.	Reclassifi-cations (1)		Pro Forma Adjustments (1)		Pro Forma Combined
			(in millions)				
ASSETS							
Cash and cash equivalents	$ 1,051.6	$ 1,036.4	$ (519.5)	(l)	$ 0.6	(f)	$ 1,327.6
					7.8	(e)	
					(69.4)	(g)	
					(179.9)	(h)	
Settlement assets	17,377.1	39.5	522.1	(l)			17,938.7
Accounts receivable, net	1,343.8	129.3	8.8	(m)	(2.4)	(c)	1,477.8
			(1.7)	(l)			
Property and equipment, net	716.3	347.1	(168.5)	(n)			894.9
Goodwill	3,984.1	265.0			4,256.4	(p)	8,520.3
					14.8	(h)	
Other intangibles, less accumulated amortization	1,525.1	50.3	218.3	(n)	1,479.8	(d)	3,273.5
Investment in affiliates	779.4	3.3					782.7
Other assets	925.6	1,130.4	(49.8)	(n)	(0.6)	(f)	1,969.5
			(8.8)	(m)	(7.8)	(e)	
			(8.9)	(o)	(10.6)	(g)	
Total Assets	$ 27,703.0	$ 3,001.3	$ (8.0)		$ 5,488.7		$ 36,185.0
LIABILITIES AND STOCKHOLDERS EQUITY							
Liabilities:							
Settlement obligations	$ 16,924.7	$ 506.2	$ 55.4	(l)			$ 17,486.3
Accounts payable and other liabilities	3,073.9	252.0	(8.9)	(o)			3,894.6
			(54.5)	(l)	(2.4)	(c)	
					634.5	(q)	
Borrowings	3,430.7	165.1			(165.1)	(h)	3,430.7
Total Liabilities	23,429.3	923.3	(8.0)		467.0		24,811.6
Stockholders Equity	4,273.7	2,078.0			5,021.7	(r)	11,373.4
Total Liabilities and Stockholders Equity	$ 27,703.0	$ 3,001.3	$ (8.0)		$ 5,488.7		$ 36,185.0

(1) Refer to the Notes to Unaudited Pro Forma Condensed Combined Consolidated Financial Statements Note 2. Pro Forma Adjustments.

See Accompanying Notes to Unaudited Pro Forma Condensed Combined Consolidated Financial Statements, which are an integral part of these statements.

Table of Contents

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED

CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Basis of Pro Forma Presentation

As of April 1, 2003, First Data and Concord entered into a definitive agreement, which, subject to the terms and conditions included in the agreement, will result in Concord becoming a wholly owned subsidiary of First Data in a transaction to be accounted for using the purchase method of accounting. Pursuant to the merger, each share of Concord common stock will be converted into 0.40 of a share of First Data common stock.

The unaudited pro forma condensed combined consolidated financial statements provide for the issuance of approximately 195 million shares of First Data common stock, based upon an exchange ratio of 0.40 of a share of First Data common stock for each outstanding share of Concord common stock as of June 30, 2003. The actual number of shares of First Data common stock to be issued will be determined based on the actual number of shares of Concord common stock outstanding at the completion of the merger. The average market price per share of First Data common stock of $35.00 is based on an average of trading days (March 31, April 1, April 3 and April 4) around the April 2, 2003 announcement date of the proposed merger. First Data has agreed to assume Concord s outstanding stock options and, based on the total number of Concord options outstanding at June 30, 2003, First Data would issue options to purchase approximately 23 million shares of First Data common stock, at a weighted average exercise price of $33.23. The actual number of options to be issued will be determined based on the actual number of Concord options outstanding at the completion of the merger.

The estimated total purchase price of the merger, based on this $35.00 per share price of First Data common stock, is as follows (in millions):

Value of First Data common stock issued	$ 6,815
Assumption of Concord options	285
Total value of First Data common stock	7,100
Estimated direct transaction costs	80
Total estimated purchase price	$ 7,180

Under the purchase method of accounting, the total estimated purchase price, as shown in the table above, is allocated to Concord s net tangible and intangible assets based on their estimated fair values as of the date of the completion of the merger. Based on a preliminary independent valuation, and subject to changes pending receipt of the final valuation and other factors as described in the introduction to these unaudited pro forma condensed combined consolidated financial statements contained in this joint proxy statement/prospectus, the preliminary estimated purchase price is allocated as follows (in millions):

Net tangible assets	$ 958
Identifiable intangible assets:	
Customer relationships	1,320
Proprietary software	61

Tradename	320
Goodwill	4,521
Total preliminary estimated purchase price allocation	$ 7,180

Of the total estimated purchase price, a preliminary estimate of approximately $1.0 billion has been allocated to net tangible assets acquired and approximately $1.7 billion has been allocated to identifiable intangible assets acquired. The estimated useful lives assigned to customer relationships range from six to 14 years. The estimated useful lives assigned to proprietary software and the STAR$_{sm}$ tradename are five years and 25 years, respectively. The amortization related to identifiable intangible assets is reflected as a pro forma adjustment in the unaudited pro forma condensed combined consolidated statements of income.

Customer relationships represent Concord s presently existing contractual relationships in the Network Services and Payment Services segments. Certain of these contractual relationships are in various stages of being renegotiated. To the extent certain of these contractual relationships are not renewed, the value of such relationships in the final valuation will be lower than the preliminary value.

Table of Contents

Proprietary software primarily represents software being used in Concord s operations that is expected to be used by First Data.

Of the total estimated purchase price, approximately $4.5 billion has been allocated to goodwill. Goodwill represents the excess of the purchase price for the acquired business over the fair value of the underlying net tangible and identifiable intangible assets. In accordance with Statement of Financial Accounting Standards No. 142, *Goodwill and Other Intangible Assets*, goodwill will not be amortized, but instead will be tested for impairment at least annually (more frequently if certain indicators are present). In the event management of the combined company determines that the value of goodwill has become impaired, the combined company will incur an accounting charge for the amount of impairment during the fiscal quarter in which the determination is made.

Note 2. Pro Forma Adjustments

Pro forma adjustments are necessary to (i) reflect the estimated purchase price, (ii) adjust amounts related to Concord s identifiable intangible assets to a preliminary estimate of their fair values, (iii) reflect the amortization expense related to the estimated identifiable intangible assets, (iv) eliminate inter-company transactions between First Data and Concord and (v) reflect the income tax effect of the pro forma adjustments. In addition, certain reclassifications have been made to conform Concord s historical presentation to First Data s.

The unaudited pro forma condensed combined consolidated financial statements do not include any adjustments for liabilities resulting from restructuring activities, as management is in the early stages of assessing these activities and estimating the associated costs. First Data and Concord are competing in the marketplace and, as such, are restricted from sharing certain types of sensitive data until after the completion of the merger. With certain decisions being delayed by such restrictions, First Data s management expects to finalize the restructuring and integration plan shortly after the completion of the merger.

The costs of restructuring activities that will be recorded as liabilities assumed in the purchase business combination upon the completion of the merger will include the following:

closure of some Concord facilities due to the consolidation of duplicative functions;

terminating some Concord contracts for services that are duplicative; and

severing some of the Concord employees associated with such facilities and other Concord employees in duplicative positions.

Other restructuring, merger and integration costs will be charged to expense as incurred. Such costs will not be recorded upon the completion of the merger and are not included in the unaudited pro forma condensed combined consolidated financial statements. These costs include, but are not limited to, the following:

closure of some First Data facilities due to the consolidation of duplicative functions;

terminating some First Data contracts for services that are duplicative;

severing some of the First Data employees associated with such facilities and other First Data employees in duplicative positions; and

migrating customers from either a Concord operating platform to a First Data operating platform or from a First Data operating platform to a Concord platform.

In addition, these pro forma condensed combined consolidated financial statements do not reflect any anticipated synergies that will occur subsequent to the completion of the merger.

Because these unaudited pro forma condensed combined consolidated financial statements have been prepared based on preliminary estimates of fair values and do not include liabilities which are not presently estimable, as discussed above, the actual amounts recorded as of the completion of the merger may differ materially from the information presented in these unaudited pro forma condensed combined consolidated financial statements. In addition to the receipt of the final valuation, the impact of ongoing integration activities, the timing of completion

Table of Contents

of the merger and other changes in Concord s net tangible and intangible assets which occur prior to completion of the merger could cause material differences in the information presented.

The pro forma and reclassification adjustments included in the unaudited pro forma condensed combined consolidated financial statements are as follows (in millions):

(a) Historical Concord revenue amounts were reclassified to present revenues net of interchange and assessments charged by credit card associations, payments to independent sales organizations related to residual interests they have retained in certain merchant contracts and certain other fees.

(b) Historical Concord revenue and expense amounts were reclassified according to First Data income statement classifications primarily relating to terminal equipment sales and reimbursable postage and other.

(c) Adjustment to eliminate inter-company transactions between Concord and First Data and/or their consolidated affiliates primarily relating to Concord providing debit transaction and front-end processing to First Data, and First Data providing debit transaction, front-end processing and terminal equipment sales and services to Concord.

	At June 30, 2003	For the Year-ended December 31, 2002	For the Six months-ended June 30, 2002	For the Six months-ended June 30, 2003
To eliminate inter-company transaction and processing service fees		$ (17.0)	$ (5.7)	$ (15.1)
To eliminate inter-company cost of services		(17.0)	(5.7)	(15.1)
To eliminate inter-company receivable / payable	$ (2.4)			

(d) Adjustment to record the preliminary estimate of the fair value of Concord s identifiable intangible assets and the resulting adjustments to amortization expense:

		Amortization Effect		
	At June 30, 2003	For the Year-ended December 31, 2002	For the Six months-ended June 30, 2002	For the Six months-ended June 30, 2003
To reflect Concord s intangible assets at a preliminary estimate of fair value and related amortization expense	$ 1,701.1	$ 168.8	$ 84.4	$ 84.4
To eliminate Concord s historical intangible assets and related amortization expense	(221.3)	(32.5)	(13.4)	(19.6)
	$ 1,479.8	$ 136.3	$ 71.0	$ 64.8
				(3.8)

To eliminate Concord s historical conversion assistance amortization expense recorded as contra-revenue

(e) Adjustment to eliminate the $7.8 million cash surrender value of split-dollar life insurance at June 30, 2003 and the related expense/(income) of $2.2 million, $0.2 million and $(0.2) million for the year-ended December 31, 2002 and the six-months ended June 30, 2002 and 2003, respectively. The merger agreement contemplates that all split-dollar agreements will be terminated prior to completion of the merger.

Table of Contents

(f) Adjustment to eliminate the revenues and expenses and assets and liabilities associated with Concord s retail banking activities as this business will be terminated prior to the completion of the merger.

	At June 30, 2003	For the Year-ended December 31, 2002	For the Six months-ended June 30, 2002	For the Six months-ended June 30, 2003
To eliminate Concord s interest income on loans held by the bank		$ (2.5)	$ (1.9)	$ (0.1)
To eliminate Concord s interest expense on deposits held by the bank		(3.8)	(2.4)	(0.3)
To eliminate Concord s bank loans recognized on the balance sheet in other assets	$ (0.6)			

(g) Adjustment to reflect the $80.0 million of estimated direct transaction costs, of which $10.6 million has been incurred as of June 30, 2003 and recorded in First Data s other assets, and a corresponding reduction in interest income of $1.4 million, $0.7 million and $0.5 million for the year-ended December 31, 2002 and the six-months ended June 30, 2002 and 2003, respectively.

(h) Adjustment to reflect the repayment of the Federal Home Loan Bank (FHLB) balance at June 30, 2003 of $165.1 million, and a corresponding reduction in interest income of $2.9 million, $1.3 million and $1.2 million for the year-ended December 31, 2002 and the six-months ended June 30, 2002 and 2003, respectively, and a reduction in interest expense of $8.3 million, $3.8 million and $4.0 million for the year-ended December 31, 2002 and the six-months ended June 30, 2002 and 2003, respectively. The repayment of the FHLB loan will occur upon the completion of the merger and will result in an approximate $14.8 million adjustment to goodwill for the market value premium above par.

(i) Adjustment to record the income tax effect of pro forma adjustments at a combined federal and state statutory tax rate of 37.3%. The effective tax rate of the combined company will be in excess of First Data s historical effective tax rate due to, among other potential factors, First Data s tax exempt investment income representing a lesser portion of the combined company s pre-tax income. First Data s and Concord s historical effective tax rates for 2002 were 25.9% and 35.1%, respectively.

(j) Pro forma basic and diluted earnings per common share are based on the weighted average number of shares of First Data common stock outstanding during each period and the weighted average number of shares of Concord common stock outstanding during each period multiplied by the 0.40 exchange ratio. First Data historical and pro forma per-share amounts reflect the retroactive effect of the May 20, 2002 2-for-1 stock split that was distributed to First Data shareholders on June 4, 2002.

(k) Adjustment to reflect the elimination of merger related transaction costs recognized by Concord.

(l) Historical Concord cash, accounts receivable and accounts payable amounts related to settlement operations were reclassified to settlement assets and settlement liabilities.

(m) Historical Concord interest receivable amounts were reclassified to accounts receivable.

(n) Historical Concord capitalized and purchased software and customer conversion costs recorded in property and equipment and other assets were reclassified to other intangibles.

(o) Historical Concord deferred tax assets were reclassified to accounts payable and other liabilities.

(p) Adjustment to goodwill:

To reflect the initial purchase price in excess of the preliminary estimate of fair value of Concord s net assets	$ 4,521.4
To eliminate Concord s historical goodwill	(265.0)
	$ 4,256.4

Table of Contents

(q) Adjustment to record the $634.5 million deferred tax liability on the preliminary estimate of the fair value of identifiable intangible assets.

(r) Adjustment to eliminate Concord s historical stockholder s equity and reflect the issuance of First Data common stock and granting of First Data stock options as consideration pursuant to the merger:

To reflect the issuance of First Data common stock and granting of First Data stock options	$ 7,099.7
To eliminate Concord s historical stockholders equity	(2,078.0)
	$ 5,021.7

Table of Contents

CHAPTER THREE

INFORMATION ABOUT THE MEETINGS AND VOTING

The First Data board of directors is using this joint proxy statement/prospectus to solicit proxies from the holders of First Data common stock for use at the special meeting of First Data s shareholders. The Concord board of directors is using this document to solicit proxies from the holders of Concord common stock for use at the special meeting of Concord s shareholders. We are first mailing this joint proxy statement/prospectus and accompanying proxy cards to First Data and Concord shareholders on or about [•], 2003.

Matters Relating to The Meetings

	First Data Meeting	Concord Meeting
Time and Place:	[•], 2003 at [•], local time at [•].	[•], 2003 at [•], local time at [•].
Purpose of Meeting is to Vote on the Following Items:	1. To consider and vote on a proposal to approve the issuance of shares of First Data common stock as contemplated by an Agreement and Plan of Merger, dated as of April 1, 2003, among First Data, Monaco Subsidiary Corporation and Concord; and 2. To transact such other business as may properly come before the special meeting and any adjournment or postponement of the special meeting.	1. To adopt the merger agreement and, by doing so, approve the proposed merger; and 2. To transact such other business as may properly come before the special meeting and any adjournment or postponement of the special meeting.
Record Date:	The record date for holders of shares entitled to vote is [•], 2003.	The record date for holders of shares entitled to vote is [•], 2003.
Outstanding Shares Held:	As of [•], 2003, the record date for the First Data meeting, there were approximately [•] shares of First Data common stock outstanding.	As of [•], 2003, the record date for the Concord meeting, there were approximately [•] shares of Concord common stock outstanding.
Shares Entitled to Vote:	Shares entitled to vote at the special meeting are First Data common stock held as of the close of business on the record date, [•], 2003. Each share of First Data common stock is entitled to one vote. Shares held by First Data in its treasury are not voted.	Shares entitled to vote at the special meeting are Concord common stock as of the close of business on the record date, [•], 2003. Each share of Concord common stock is entitled to one vote. Shares held by Concord in its treasury are not voted.

Quorum Requirement:	A quorum of shareholders is necessary to hold a valid meeting. The presence in person or by proxy at the meeting of holders of a majority of the issued and outstanding shares entitled to vote at the meeting is a quorum.	A quorum of shareholders is necessary to hold a valid meeting. The presence in person or by proxy at the meeting of holders of a majority of the issued and outstanding shares entitled to vote at the meeting is a quorum.
	Abstentions and broker non-votes count as present for establishing a quorum. Shares held by First Data in its treasury do not count toward a quorum.	Abstentions and broker non-votes count as present for establishing a quorum. Shares held by Concord in its treasury do not count toward a quorum.
	A broker non-vote occurs on an item when a broker is not permitted to vote on	A broker non-vote occurs on an item when a broker is not permitted to vote on

Table of Contents

	First Data Meeting	Concord Meeting
	that item without instruction from the beneficial owner of the shares and no instruction is given.	that item without instruction from the beneficial owner of the shares and no instruction is given.
Shares Beneficially Owned by First Data and Concord Directors and Executive Officers as of [•], 2003	First Data directors and officers beneficially owned [•] shares of First Data common stock on the record date, including options for First Data common stock exercisable within 60 days. These shares represent in total [•]% of the total voting power of First Data s voting securities outstanding and entitled to vote. For more information regarding beneficial ownership of First Data common stock by each current First Data director, certain executive officers of First Data and all directors and executive officers of First Data as a group, see First Data s proxy statement used in connection with its 2003 annual meeting of shareholders, which is incorporated by reference into this document.	Concord directors and officers beneficially owned [•] shares of Concord common stock on the record date, including options for Concord common stock exercisable within 60 days. These shares represent in total [•]% of the total voting power of Concord s voting securities outstanding and entitled to vote. For more information regarding beneficial ownership of Concord common stock by each current Concord director, certain executive officers of Concord and all directors and executive officers of Concord as a group, see Concord s proxy statement used in connection with its 2003 annual meeting of shareholders, which is incorporated by reference into this document.

Vote Necessary to Approve First Data and Concord Proposals

Company	Vote Necessary*
First Data:	Approval of the proposal to issue shares of First Data common stock as contemplated by the merger agreement requires the affirmative vote of at least a majority of shares of common stock represented at the meeting and entitled to vote, assuming a quorum is present. Abstentions and broker non-votes are not counted as votes for or against the proposal and are not counted in determining the number of votes cast on the proposal.
Concord:	Adoption of the merger agreement requires the affirmative vote of at least a majority of the outstanding votes represented by the shares of Concord common stock. Abstentions and broker non-votes have the effect of a vote against the proposal.

* Under New York Stock Exchange rules, if your broker holds your shares in its name, your broker may not vote your shares on, in the case of First Data, the proposal concerning the issuance of shares of First Data common stock as contemplated by the merger agreement, or, in the case of Concord, the proposal to adopt the merger agreement, absent instructions from you. Without your voting instructions on those items, a broker non-vote will occur.

Proxies

Submitting Your Proxy. If you are a shareholder of record, you may vote in person by ballot at your special meeting or by submitting a proxy. We recommend you submit your proxy even if you plan to attend your special meeting. If you attend the special meeting, you may vote by ballot, which cancels any proxy previously submitted.

Voting instructions are included on your proxy card. If you properly give your proxy and submit it to us in time to vote, one of the individuals named as your proxy will vote your shares as you have directed. You may vote for or against the proposals or abstain from voting.

Table of Contents

How To Vote By Proxy

	First Data	Concord
By Mail:	If you are a shareholder of record and choose to submit your proxy by mail, please mark each proxy card you receive, date and sign it, and return it in the prepaid envelope which accompanied that proxy card.	If you are a shareholder of record and choose to submit your proxy by mail, please mark each proxy card you receive, date and sign it, and return it in the prepaid envelope which accompanied that proxy card.
	If you are a beneficial owner, please refer to your proxy card or the information provided to you by your bank, broker, custodian or recordholder.	If you are a beneficial owner, please refer to your proxy card or the information provided to you by your bank, broker, custodian or recordholder.
By Telephone:	If you are a shareholder of record, you can submit your proxy by telephone by calling the toll-free telephone number on your proxy card. Telephone voting is available 24 hours a day and will be accessible until [•] p.m. on [•], 2003. Easy-to-follow voice prompts allow you to submit your proxy and confirm that your instructions have been properly recorded. Our telephone voting procedures are designed to authenticate shareholders by using individual control numbers. If you are a beneficial owner, please refer to your proxy card or the information provided by your bank, broker, custodian or recordholder for information on telephone voting. **If you submit your proxy by telephone, please do not mail your proxy card. If you are located outside the United States, Canada and Puerto Rico, see your proxy card or other materials for additional instructions. If you hold shares through a broker or other custodian, please check the voting form used by that firm to see if it offers telephone voting.**	If you are a shareholder of record, you can submit your proxy by telephone by calling the toll-free telephone number on your proxy card. Telephone voting is available 24 hours a day and will be accessible until [•] p.m. on [•], 2003. Easy-to-follow voice prompts allow you to submit your proxy and confirm that your instructions have been properly recorded. Our telephone voting procedures are designed to authenticate shareholders by using individual control numbers. If you are a beneficial owner, please refer to your proxy card or the information provided by your bank, broker, custodian or recordholder for information on telephone voting. **If you submit your proxy by telephone, please do not mail your proxy card. If you are located outside the United States, Canada and Puerto Rico, see your proxy card or other materials for additional instructions. If you hold shares through a broker or other custodian, please check the voting form used by that firm to see if it offers telephone voting.**

If you sign and date your proxy but do not make specific choices, your proxy will follow the respective board of director recommendations and vote your shares:

First Data	Concord
FOR the proposal to issue shares of First Data common stock as contemplated by the merger agreement	FOR adoption of the merger agreement
FOR any proposal by the First Data board of directors to adjourn the First Data meeting	FOR any proposal by the Concord board of directors to adjourn the Concord meeting

Table of Contents

Revoking Your Proxy. You may revoke your proxy at any time prior to the time your shares are voted. If you are a shareholder of record, your proxy can be revoked in several ways:

by timely delivery of a written revocation to your company s secretary;

by submitting another valid proxy bearing a later date; or

by attending your special meeting and voting your shares in person.

If your shares are held in the name of your bank, broker, custodian or other recordholder, you must contact the holder of record in order to revoke your proxy.

Voting in Person. If you are a shareholder of record and you wish to vote in person at the First Data or Concord special meeting, we will give you a ballot at the meeting. However, if your shares are held in the name of your bank, broker, custodian or other recordholder, you must obtain a proxy, executed in your favor, from the holder of record to be able to vote at your special meeting.

Proxy Solicitation. We will each pay our own costs of soliciting proxies.

In addition to this mailing, proxies may be solicited by directors, officers or employees of First Data and Concord in person or by telephone or electronic transmission. None of the directors, officers or employees will be directly compensated for such services. First Data has retained Morrow & Co., Inc. to assist in the distribution and solicitation of proxies. First Data will pay Morrow & Co., Inc. a fee of $9,000, plus reasonable expenses, for these services. Concord has retained Georgeson Shareholder Communications, Inc. to assist in the distribution and solicitation of proxies. Concord will pay Georgeson Shareholder Communications, Inc. a base fee of $25,000 (excluding fees for additional shareholder services), plus reasonable expenses, for these services.

The extent to which these proxy soliciting efforts will be necessary depends entirely upon how promptly proxies are submitted. You should submit your proxy without delay by mail or by telephone. We also reimburse brokers and other nominees for their expenses in sending these materials to you and getting your voting instructions.

Do not send in any stock certificates with your proxy cards. The exchange agent will mail transmittal forms with instructions for the surrender of stock certificates for Concord common stock to former Concord shareholders as soon as practicable after the completion of the merger.

Proxies for First Data Plan Participants

You will receive only one proxy card for all of your shares of First Data common stock beneficially held for you in the First Data Corporation Incentive Savings Plan (ISP) and Employee Stock Purchase Plan (ESPP). By voting your proxy in accordance with the voting instructions, you

will have voted all of your shares held in the ISP and the ESPP. If you own shares of First Data common stock outside of these plans, you will receive separate proxy materials which you should complete in accordance with the instructions provided with those materials.

By completing the voting authorization for ISP shares, you instruct the trustee under the ISP to vote, in person or by proxy, all shares of First Data common stock allocated to your account under the ISP at the First Data special meeting, and at any postponement or adjournment of the meeting, in the manner specified on the proxy card. The trustee will vote the ISP shares represented by the voting authorization if properly completed and signed by you and received back by [•], 2003. **The ISP Trust Agreement instructs the trustee to vote shares of First Data common stock allocated to your ISP account for which the trustee has not received instructions from you in the same proportion on each issue as it votes those shares credited to participants accounts for which the trustee has received instructions from participants.**

By completing the voting authorization for ESPP shares, you appoint Charles T. Fote and Michael T. Whealy, as proxies, each with the power to appoint his substitute, and authorize them to represent and to vote, as designated, all the shares of First Data common stock beneficially held by you in the ESPP on [•], 2003, at the First Data special meeting, and at any adjournment or postponement of the meeting, in the manner specified on the proxy card. With respect to ESPP shares, the proxy, when properly executed, will be voted as directed by you. **If no direction is given, the proxy will be voted FOR the proposal. Mr. Fote and Mr. Whealy also are authorized to vote upon such other matters as may properly come before the meeting.**

Table of Contents

Other Business; Adjournments

We are not currently aware of any other business to be acted upon at either meeting. If, however, other matters are properly brought before either meeting, or any adjourned meeting, your proxies include discretionary authority on the part of the individuals appointed to vote your shares or act on those matters according to their best judgment, including to adjourn the meeting.

Adjournments may be made for the purpose of, among other things, soliciting additional proxies. Any adjournment may be made from time to time by approval of the holders of shares representing a majority of the votes present in person or by proxy at the meeting, whether or not a quorum exists, without further notice other than by an announcement made at the meeting. Neither of us currently intends to seek an adjournment of our meeting.

First Data Shareholder Account Maintenance

First Data s transfer agent is Wells Fargo Bank Minnesota, National Association. All communications concerning accounts of First Data shareholders of record, including address changes, name changes, inquiries as to requirements to transfer shares of common stock and similar issues can be handled by calling the First Data Investor Relations Hotline at (303) 967-6756, or by calling Wells Fargo, toll-free, at (800) 468-9716. For other information about First Data, shareholders can visit First Data s web site at www.firstdata.com.

Concord Shareholder Account Maintenance

Concord s transfer agent is Equiserve Trust Company, N.A. All communications concerning accounts of Concord shareholders of record, including address changes, name changes, inquiries as to requirements to transfer shares of common stock and similar issues can be handled by calling the Concord Investor Relations department at (302) 791-8111, or by visiting Equiserve Trust Company, N.A. s web site at www.equiserve.com. For other information about Concord, shareholders can visit Concord s web site at www.concordefs.com.

Table of Contents

CHAPTER FOUR

CERTAIN LEGAL INFORMATION

COMPARISON OF FIRST DATA/CONCORD SHAREHOLDER RIGHTS

The rights of Concord shareholders under the Delaware General Corporation Law, the Concord restated certificate of incorporation and the Concord by-laws prior to the completion of the merger are similar to the rights that they will have as First Data shareholders following the completion of the merger under the Delaware General Corporation Law, the First Data second amended and restated certificate of incorporation and the First Data by-laws. Below we have summarized the material differences between the current rights of Concord shareholders and the rights those shareholders will have as First Data shareholders following the merger.

Copies of the Concord restated certificate of incorporation, the Concord by-laws, the First Data second amended and restated certificate of incorporation and the First Data by-laws are incorporated by reference and will be sent to holders of shares of Concord common stock upon request. See Where You Can Find More Information. The summary in the following chart is not complete and it does not identify all differences that may, under given situations, be material to shareholders and is subject in all respects, and is qualified by reference to the Delaware General Corporation Law, the Concord restated certificate of incorporation, the Concord by-laws, the First Data second amended and restated certificate of incorporation and the First Data by-laws.

	First Data Shareholder Rights	Concord Shareholder Rights
Corporate Governance:	Upon completion of the merger, the rights of First Data and former Concord shareholders will be governed by the DGCL, First Data s second amended and restated certificate of incorporation and First Data s by-laws. The second amended and restated certificate of incorporation and by-laws of First Data after th e merger will be identical in all respects to those of First Data prior to the merger.	The rights of Concord shareholders are currently governed by the DGCL, Concord s restated certificate of incorporation and Concord s by-laws.
Authorized Capital Stock:	The authorized capital stock of First Data is discussed under Description of First Data Capital Stock Authorized Capital Stock.	The authorized capital stock of Concord consists of 1.5 billion shares of common stock, par value $0.33 1/3 per share.
Number of Directors:	The First Data board of directors currently consists of 9 directors. The directors are divided into three classes, each class consisting as nearly as possible of one-third of the total number of directors, subject to certain exceptions included in First Data s second amended and restated certificate of incorporation. Directors are elected for three year terms, with one class of directors up for election each year.	The Concord board of directors currently consists of 12 directors. Under Concord s by-laws, the number of directors shall not be fewer than one nor greater than 13, with the exact number to be determined by resolution of the board of directors or by the shareholders at the annual meeting of shareholders.

Under First Data s second amended and restated certificate of incorporation, the number of directors shall consist of no less than one nor more than 15, with the exact number to be determined from time

Table of Contents

	First Data Shareholder Rights	Concord Shareholder Rights
	to time by resolution adopted by an affirmative vote of the majority of the entire board of directors. At or prior to the completion of the merger, First Data will expand its board of directors by one member and, immediately prior to the completion of the merger, appoint an existing Concord director (whose selection will be mutually agreed to by First Data and Concord) to fill that vacancy.	
Rights of Preferred Shareholders:	First Data has not issued any of its authorized preferred stock.	Concord has not authorized or issued any preferred stock.
Nomination of Directors for Election:	First Data s by-laws provide that nominations for directors may be made at annual meetings by the board of directors or by a shareholder who complies with the notice procedures in First Data s by-laws. A shareholder who nominates a director must be a shareholder of record on the date that he or she gives the nomination notice to First Data and on the record date for the determination of shareholders entitled to vote at the annual meeting where the director will be voted on. The notice procedure in First Data s by-laws requires that a shareholder s notice must be given timely and in proper written form to First Data s Secretary. In order to be timely, the notice must be delivered to or mailed and received at First Data s principal executive offices: not less than 90 days nor more than 120 days prior to the anniversary date of the immediately preceding year s annual meeting; or if the annual meeting is called for a date that is not within 30 days before or after the anniversary date of the preceding year s	Neither Concord s restated certificate of incorporation nor its by-laws establish procedures for the nomination of directors. However, the proxy rules of the SEC state that for a shareholder proposal to be included in the annual meeting, including a proposal for the nomination of directors, notice must be given to Concord not less than 120 days before the date of the company s proxy statement was released to shareholders in connection with the previous year s annual meeting. If the submission is for a meeting of shareholders other than a regularly scheduled annual meeting, the deadline is a reasonable time before the company begins to print and mail its proxy materials.

meeting, the shareholder s notice must be
received no later than the close of business on
the tenth day following the day on which the

Table of Contents

	First Data Shareholder Rights	Concord Shareholder Rights
	notice of the annual meeting date was mailed to shareholders or when public disclosure of the date of the meeting was made, whichever occurred first. To be in proper written form, the notice must include, among other things, information on the nominating shareholder and information regarding the nominee required by the proxy rules of the SEC. The notice also must be accompanied by a written consent of the proposed nominee consenting to being named as a nominee and to serving as a director if elected.	
Election of Directors:	First Data s by-laws provide that directors are elected by a plurality of the votes of shares present or represented by proxy at the meeting and entitled to vote on the election.	Concord s by-laws provide that directors are elected by a plurality of the votes of shares present or represented by proxy at the meeting and entitled to vote on the election.
Vacancies on the Board of Directors:	First Data s by-laws provide that vacancies of the board of directors be filled in accordance with Delaware law, except that vacancies and newly created directorships resulting from an increase in the authorized number of directors may only be filled by the vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director. If the board of directors fills any vacancy, the new director s term expires at the next election for the director s class.	Concord s by-laws provide that vacancies of the board of directors may be filled only by the affirmative vote of a majority of the remaining directors, although more or less than a quorum of the board of directors. If the board of directors fills a vacancy, the director s term shall be for the remainder of the unexpired term. Where a vacancy is created by increasing the number of directors, the vacancy may be filled by the affirmative vote of a majority of the directors or at the annual meeting of shareholders or at a special meeting called for that purpose.
Removal of Directors:	First Data s second amended and restated certificate of incorporation states that a director may be removed only by the holders of a majority of shares of common stock then entitled to vote at an election of directors and only for cause.	Concord s by-laws state that any director may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.
Call of Special Meeting of Directors:	First Data s by-laws allow the Chairman of the Board, the Controlling Officer or any directors to call a special meeting with notice by mail 48 hours in advance, by telephone, telegram or in person 24 hours in advance, or shorter notice where the person or persons calling the meeting deem it necessary or	Concord s by-laws allow the Chairman of the Board, the President or the Secretary (upon written request by any two directors) to call a special meeting on two days notice or a shorter period of time as would be sufficient for the convenient assembly of the directors.

Table of Contents

	First Data Shareholder Rights	Concord Shareholder Rights
	appropriate.	
Indemnification of Directors:	First Data s second amended and restated certificate of incorporation includes an indemnification provision under which First Data is required to indemnify directors, officers, employees or agents of First Data, or those serving as such at another entity at the request of First Data, to the fullest extent permitted under Delaware law. First Data is required to pay, in advance, any expenses a director incurs in defending a civil or criminal suit, and may do the same for officers, trustees, employees or agents, as authorized by the board of directors. Directors are not personally liable to First Data or any shareholder for monetary damages for breach of fiduciary duty unless the director is liable for unlawful payment of dividends or unlawful stock purchase or redemption or unless the director breached his or her duty of loyalty, did not act in good faith, engaged in intentional misconduct or derived an improper personal benefit. These indemnity provisions survive repeal or amendment for claims arising out of periods in which the provisions were effective. Under First Data s by-laws, First Data will indemnify each person made a party to any action, suit or proceeding as a result of being or having been a director, officer or employee of the corporation, or serving or having served as a director, trustee, officer, employee or agent to another entity at First Data s request for expenses, judgments, fines and amounts paid in settlement and reasonably incurred by the person in connection with his or her defense of any action if:	Concord s restated certificate of incorporation includes an indemnification provision under which Concord s directors will not be personally liable to Concord or its shareholders for monetary damages for breach of fiduciary duties except, to the extent required by applicable law, for any breach of the director s duty of loyalty to Concord or its shareholders, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, for unlawful payment of dividends or unlawful stock purchase or redemption, or any transaction from which the director derived an improper personal benefit. Under Concord s by-laws, Concord will indemnify against all reasonably incurred expense, liability and loss (including attorneys fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement), each person made or threatened to be made a party to any action, suit or proceeding as a result of being or having been a director or officer of the Concord, or serving or having served as a director, trustee, officer, employee or agent of another entity at Concord s request. Where these actions are initiated by the individual or individuals seeking indemnification, Concord will indemnify only if the action was authorized by the Concord board of directors. In addition, Concord may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent against any expense, liability or loss, whether or not Concord would have the power to indemnify for the expense, liability or loss.
	the person acted in good faith and in a manner that the person reasonably believed to be in or not opposed to the best interests of First Data; and	Note, however, that federal banking regulations restrict the ability of Concord to indemnify its directors and officers in connection with civil or administrative proceedings initiated by one of the federal banking agencies.
	with respect to any criminal action, the person must not have had reasonable cause to believe	

Table of Contents

	First Data Shareholder Rights	Concord Shareholder Rights
	his or her conduct was unlawful. However, in actions brought by First Data or in First Data s right, First Data will not indemnify for (i) judgments, fines and amounts paid in settlement, or (ii) any expenses if the director or officer is found to be liable to First Data unless the court determines that the person fairly and reasonably is entitled to indemnity for such expenses as the court deems proper. In addition, First Data may purchase insurance for such individuals whether or not it would have the power to indemnify for such expense.	
Call of Special Meetings of Shareholders:	First Data s by-laws provide that a special meeting of First Data s shareholders may be called by the Chairman of the Board, the Chief Executive Officer, the President, the Secretary, the Chairman of the Executive Committee or any officer at the request in writing of a majority of the board of directors. Written notice must be given not less than ten nor more than sixty days before the date of the special meeting.	Concord s by-laws provide that a special meeting of shareholders may be called by the board of directors, the Chairman of the Board, the President or any Vice President. Written notice, stating the time and place and object of the special meeting, must be given not less than ten nor more than sixty days before the date of the special meeting. To be transacted at the meeting, any business item must have been referred to in the proper notice or supplement to the proper notice or be germane or supplementary to such business items.
Shareholders Proposals:	First Data s by-laws provide that in order for a shareholder to bring business before the annual meeting, the shareholder must give timely notice in proper written form to First Data s Secretary. To be timely, a shareholder s notice must be delivered or mailed and received at First Data s principal executive offices: not less than 90 days nor more than 120 days prior to the anniversary date of the previous year s annual meeting; or if the annual meeting is called for a date that is not within 30 days before or after the anniversary date of the prior year s meeting, by the close of business on the tenth day following the date on which the	Concord s by-laws provide that any business may be transacted at the annual meeting, irrespective of whether or not notice was provided, unless notice is required by law. Concord s by-laws do not provide that a shareholder may bring business before a special meeting.

Table of Contents

	First Data Shareholder Rights	Concord Shareholder Rights
	notice of the annual meeting was mailed to shareholders or when public disclosure of the date of the meeting was made, whichever occurs first. To be in proper written form, the notice must include, among other things, a brief description of the shareholder proposal and the reasons for making the proposal. The shareholder making the proposal must have been a shareholder of record on the date of the giving of this notice and on the record date for the determination of shareholders entitled to vote at the meeting.	
Shareholder Action by Written Consent:	First Data s second amended and restated certificate of incorporation prohibits shareholder action by written consent.	Delaware law and Concord s by-laws allow for shareholder action by written consent of the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. No prior notice of such action is required.
Appointment and Removal of Officers:	First Data s by-laws provide that the officers be chosen by the board of directors. Officers shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors and all officers shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office shall be filled by the board of directors.	Concord s by-laws provide that the officers shall be chosen by the board of directors. Officers shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors. Each officer shall hold office until his successor is chosen or qualified, or until his earlier resignation or removal. Any officer elected or appointed by the board of directors may be removed at any time by the board of directors.

Table of Contents

Anti-Takeover Provisions and Interested Shareholders:	First Data has elected not to be governed by Section 203 of the Delaware General Corporation Law in its second amended and restated certificate of incorporation.	Concord has not opted out of the provisions of Section 203 of the Delaware General Corporation Law. Section 203 prohibits, in certain circumstances, a business combination between the corporation and an interested shareholder for a period of three years following the time that the shareholder became an interested shareholder. An interested shareholder is (i) a person who, directly or indirectly, controls 15% or more of the outstanding voting shares or (ii) a person who is an affiliate of the corporation and was the owner of 15% or more of the outstanding voting shares at any time within the prior three-year period, and the affiliates and associates of this person. A business combination includes (i) a merger or consolidation of the corporation with or caused by an interested shareholder, (ii) a sale or other disposition of assets having an aggregate market value equal to 10% or more of (a) the aggregate market value of the consolidated assets of the corporation or (b) the aggregate market value of the outstanding shares of the corporation and (iii) certain transactions that would increase the interested shareholder s proportionate share ownership in the corporation. This provision does not apply where: (i) the business combination or the transaction that resulted in the shareholder becoming an interested shareholder is approved by the corporation s board of directors prior to the time the interested shareholder acquired his or her 15% interest; (ii) upon completion of the transaction which resulted in the shareholder becoming an interested shareholder, the interested shareholder owned at least 85% of the outstanding voting shares of the corporation (excluding shares owned by persons who are directors and also officers and by certain employee stock plans); (iii) the business combination is approved by the board of directors and authorized at an annual or special meeting of shareholders by the affirmative vote

Table of Contents

of at least two-thirds of the outstanding voting shares which are not owned by the interested shareholder; (iv) the corporation does not have a class of voting shares that is listed on a national securities exchange, authorized for quotation on NASDAQ, or held of record by more than 2,000 shareholders unless any of the foregoing results from action taken, directly or indirectly, by an interested shareholder or from a transaction in which a person becomes an interested shareholder; (v) the corporation effectively elects not to be governed by this provision; or (vi) in certain other limited circumstances. Concord has not taken action to elect not to be governed by this provision.

Concord s by-laws state that no contract or transaction between Concord and one or more of its directors or officers, or between Concord and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for conflict of interest, or solely because the director or officer is present at or participates in the meeting of the board of directors or committee of the board of directors which authorized the contract or transaction, or solely because his, her or their votes are counted for such purpose, if: (1) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Concord board of directors or committee of the board of directors and the transaction is then approved in good faith by the affirmative vote of a majority of the disinterested directors, even if less than a quorum, (2) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote on the contract or transaction, and the contract or transaction is specifically approved in good faith by vote of these shareholders or (3)

Table of Contents

		the contract or transaction is fair as to Concord as of the time it is authorized, approved or ratified by the board of directors, a committee of the board of directors or the shareholders.
Amendment to Certificate of Incorporation and By-laws:	First Data s second amended and restated certificate of incorporation may generally be amended by the board of directors adopting a resolution setting forth the amendment proposed, followed by the affirmative vote of the majority of the outstanding shares. However, an affirmative vote of more than 80% of the voting power of voting stock of First Data then outstanding is required to amend the prohibition of shareholder action by written consent.	Concord s restated certificate of incorporation may generally be amended by the board of directors adopting a resolution setting forth the amendment proposed, followed by the affirmative vote of the majority of the outstanding shares at a special or annual meeting.
		Concord s by-laws may be amended by a majority of the outstanding shares of Concord common stock or by majority vote of the board of directors.
	First Data s by-laws may be amended by a vote of a majority of the outstanding shares of First Data common stock or by a majority of the board of directors.	
Shareholder Rights Plan:	None.	None.

DESCRIPTION OF FIRST DATA CAPITAL STOCK

The following summary of the terms of the capital stock of First Data before and after the merger is not meant to be complete and is qualified by reference to First Data s second amended and restated certificate of incorporation and First Data s by-laws. Copies of First Data s second amended and restated certificate of incorporation and First Data s by-laws are incorporated by reference and will be sent to shareholders of First Data and Concord upon request. See Where You Can Find More Information.

Authorized Capital Stock

Under its second amended and restated certificate of incorporation, First Data has the authority to issue 2,000,000,000 shares of common stock, par value $0.01 per share, and 10,000,000 shares of preferred stock, par value $1.00 per share. As of June 30, 2003, there were issued and outstanding 740,238,497 shares of First Data common stock. No shares of preferred stock are currently outstanding.

First Data Common Stock

First Data Common Stock Outstanding. The outstanding shares of First Data common stock are, and the shares of First Data common stock issued pursuant to the merger will be, duly authorized, validly issued, fully paid and non-assessable. The rights, preferences and privileges of holders of First Data common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of First

Data preferred stock which First Data may designate and issue in the future. Shares of First Data common stock may be certificated or uncertificated, as provided by the Delaware General Corporation Law.

Voting Rights. Each holder of First Data common stock is entitled to one vote for each share held on all matters submitted to a vote of shareholders of First Data and does not have cumulative voting rights. Accordingly, holders of a majority of the shares of First Data common stock entitled to vote in any election of directors of First Data may elect all of the directors standing for election.

Table of Contents

Dividend Rights. The holders of First Data common stock are entitled to receive dividends, if any, as may be declared by the First Data board of directors out of funds legally available for the payment of dividends, subject to any preferential dividend rights of outstanding First Data preferred stock. Upon the liquidation, dissolution or winding up of First Data, the holders of First Data common stock are entitled to share pro rata in the net assets of First Data available after the payment of all debts and other liabilities and subject to the prior rights of any outstanding First Data preferred stock.

Preemptive Rights. Under its second amended and restated certificate of incorporation, the holders of First Data common stock have no preemptive, subscription, redemption or conversion rights.

First Data Preferred Stock

First Data Preferred Stock Outstanding. As of the date of this joint proxy statement/prospectus, no shares of First Data preferred stock were issued and outstanding.

Blank Check Preferred Stock. Under its second amended and restated certificate of incorporation, the First Data board of directors has the authority to issue preferred stock in one or more classes or series, and to fix for each class or series the voting powers and the distinctive designations, preferences and relative, participation, optional or other special rights and such qualifications, limitations or restrictions, as may be stated and expressed in the resolution or resolutions adopted by the First Data board of directors providing for the issuance of such class or series as may be permitted by the Delaware General Corporation Law, including dividend rates, conversion rights, terms of redemption and liquidation preferences and the number of shares constituting each such class or series, without any further vote or action by the shareholders of First Data.

Transfer Agent and Registrar

Wells Fargo Bank Minnesota, National Association, is the transfer agent and registrar for the First Data common stock.

LEGAL MATTERS

Thomas A. Rossi, Esq., First Data s Associate General Counsel, has opined on the validity of the First Data common stock to be issued to Concord shareholders pursuant to the merger. As of July 31, 2003, Mr. Rossi beneficially owned 28,210 shares of First Data common stock. It is a condition to the completion of the merger that each of First Data and Concord receive an opinion from their respective counsel with respect to the tax treatment of the merger.

EXPERTS

The consolidated financial statements of First Data appearing in First Data s Annual Report (Form 10-K) for the year ended December 31, 2002, have been audited by Ernst & Young LLP, independent auditors, as discussed in their report included in First Data s Annual Report (Form 10-K) and incorporated in this joint proxy statement/prospectus by reference. Such consolidated financial statements are incorporated in this joint proxy statement/prospectus by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

With respect to the unaudited condensed consolidated interim financial information of First Data for the six-month periods ended June 30, 2003 and June 30, 2002, incorporated in this joint proxy statement/prospectus by reference, Ernst & Young LLP have reported that they have applied limited procedures in accordance with professional standards for a review of such information. However, their separate report, included in First Data s Quarterly Report on Form 10-Q for the quarter ended June 30, 2003, and incorporated in this joint proxy statement/prospectus by reference, states that they did not audit and they do not express an opinion on that interim financial information. Accordingly, the degree of reliance on their report on such information should be restricted considering the limited nature of the review procedures applied. The independent auditors are not subject to the liability provisions of Section 11 of the Securities Act of 1933 for their report on the unaudited interim financial information because that report is not a report or a part of the registration statement prepared or certified by the auditors within the meaning of Sections 7 and 11 of the Securities Act of 1933.

The consolidated financial statements of Concord appearing in Concord s Annual Report (Form 10-K) for the year ended December 31, 2002, have been audited by Ernst & Young LLP, independent auditors, as discussed in

Table of Contents

their report included in Concord s Annual Report (Form 10-K) and incorporated in this joint proxy statement/prospectus by reference. Such consolidated financial statements are incorporated in this joint proxy statement/prospectus by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements of Star Systems, Inc. and subsidiaries for the year ended December 31, 2000, not presented separately in this joint proxy statement/prospectus, have been audited by Deloitte & Touche LLP, as stated in their report included in Concord s 2002 Annual Report on Form 10-K, and incorporated in this joint proxy statement/prospectus by reference. Such consolidated financial statements are incorporated in this joint proxy statement/prospectus by reference in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

Table of Contents

CHAPTER FIVE

ADDITIONAL INFORMATION FOR SHAREHOLDERS

FUTURE SHAREHOLDER PROPOSALS

First Data

Under the rules of the SEC, if a shareholder wants First Data to include a proposal in its proxy statement and form of proxy for presentation at First Data s 2004 annual meeting of shareholders, the proposal must be received by First Data not later than December 9, 2003. Proposals should be directed to Michael T. Whealy, Corporate Secretary, First Data Corporation, 10825 Old Mill Road, Suite M-10, Omaha, Nebraska 68154. However, if the date of the 2004 annual meeting of shareholders is changed by more than 30 days from the date of the previous year s meeting (May 21, 2003), then the deadline is a reasonable time before First Data begins to print and mail its proxy materials.

Under First Data s by-laws, and as permitted by the rules of the SEC, certain procedures are provided which a shareholder must follow to nominate persons for election as directors or to introduce an item of business at an annual meeting of shareholders. These procedures provide that nominations for director nominees and/or an item of business to be introduced at an annual meeting of shareholders must be submitted in writing to the Corporate Secretary of First Data at the address noted above. First Data must receive the notice of your intention to introduce a nomination or proposed item of business at First Data s 2004 annual meeting no sooner than January 22, 2004 and no later than February 21, 2004. However, if the 2004 annual meeting is not called for a date that is within 30 days before or after May 21, 2004, the shareholder notice must be received no later than the close of business on the tenth day following the day on which notice of the date of the 2004 annual meeting was mailed or public disclosure of the date of the 2004 annual meeting was made, whichever occurs first.

To be in proper written form, the notice must include, among other things, information on the nominating shareholder and information regarding the nominee required by the proxy rules of the SEC. The notice also must be accompanied by a written consent of the proposed nominee consenting to being named as a nominee and to serving as a director if elected.

Concord

Concord does not currently expect to hold a 2004 annual meeting of shareholders because Concord will not be a separate public company if the merger has been completed. If the merger is not completed and such a meeting is held, Concord shareholders may propose matters to be presented at the 2004 annual meeting of shareholders and also may nominate persons to be directors. To be considered for inclusion in Concord s 2004 proxy statement, shareholder proposals must be delivered to Concord on or before December 23, 2003. Any shareholder proposal to be considered at the 2004 annual meeting, but not to be included in the proxy statement, must be submitted in writing by March 16, 2004 or the persons appointed as proxies may exercise their discretionary voting authority with respect to the proposal.

The Corporate Governance & Nominating Committee will review all director nominees recommended by Concord shareholders. Concord shareholders should submit recommendations for director nominees in writing to Office of the General Counsel, Concord EFS, Inc., 5775 Summer Trees Drive, Memphis, Tennessee 38134.

WHERE YOU CAN FIND MORE INFORMATION

First Data and Concord file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy any reports, statements or other information we file at the SEC s Public Reference Room located at 450 Fifth Street, N.W., Washington, D.C. 20549. Please call the SEC at l-800-SEC-0330 for further information on the Public Reference Room. Our SEC filings also are available to the public from commercial document retrieval services and at the web site maintained by the SEC at www.sec.gov.

First Data has filed a registration statement on Form S-4 to register with the SEC the First Data common stock to be issued to Concord shareholders upon completion of the merger. This joint proxy statement/prospectus is a part of that registration statement and constitutes a prospectus of First Data in addition to being a proxy statement of First Data and Concord for their respective meetings. As allowed by SEC rules, this joint proxy

Table of Contents

statement/prospectus does not contain all the information you can find in the registration statement or the exhibits to the registration statement.

The SEC allows us to incorporate by reference information into this joint proxy statement/prospectus, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this joint proxy statement/prospectus, except for any information superseded by information in, or incorporated by reference in, this joint proxy statement/prospectus. This joint proxy statement/prospectus incorporates by reference the documents listed below that we have previously filed with the SEC. These documents contain important information about our companies and their finances.

First Data SEC filings (File No. 001-11073)	**Period**
Annual Report on Form 10-K	Fiscal Year ended December 31, 2002
Quarterly Reports on Form 10-Q	Quarters ended March 31, 2003 and June 30, 2003
Current Reports on Form 8-K	Filed on March 4, 2003, March 6, 2003, April 2, 2003, July 23, 2003, July 28, 2003 and August 26, 2003
Proxy Statement on Schedule 14A	Filed on April 7, 2003
The description of the rights agreement, contained in the registration statement on Form 8-A filed pursuant to Section 12 of the Securities Exchange Act of 1934, including any amendment or report filed with the SEC for the purpose of updating this description	Filed on March 24, 1992

Concord SEC filings (File No. 001-31527)	**Period**
Annual Report on Form 10-K	Fiscal Year ended December 31, 2002
Quarterly Reports on Form l0-Q	Quarters ended March 31, 2003 and June 30, 2003
Current Report on Form 8-K	Filed on April 2, 2003
Proxy Statement on Schedule 14A	Filed on April 21, 2003
The description of the rights agreement, contained in the registration statement on Form 8-A filed pursuant to Section 12 of the Securities Exchange Act of 1934, including any amendment or report filed with the SEC for the purpose of updating this description	Filed on November 4, 2002

We also are incorporating by reference additional documents that First Data and Concord file with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 between the date of this joint proxy statement/prospectus and the date of the meetings.

All information contained or incorporated by reference in this joint proxy statement/prospectus relating to First Data has been supplied by First Data, and all information about Concord has been supplied by Concord.

If you are a shareholder, we may have sent you some of the documents incorporated by reference, but you can obtain any of them through us or the SEC. Documents incorporated by reference are available from us without charge, excluding all exhibits unless we have specifically incorporated by reference an exhibit in this joint proxy statement/prospectus. Shareholders may obtain documents incorporated by reference in

this joint proxy statement/prospectus by requesting them in writing or by telephone from the appropriate party at the following address:

Table of Contents

First Data Corporation

Investor Relations Department

6200 South Quebec Street

Greenwood Village, CO 80111

(303) 967-6756

Concord EFS, Inc.

Investor Relations

1100 Carr Road

Wilmington, DE 19809

(302) 791-8111

If you are a First Data shareholder and would like to request documents from First Data, please do so by [•], 2003 to receive them before the First Data special meeting. If you are a Concord shareholder and would like to request documents from Concord, please do so by [•], 2003 to receive them before the Concord special meeting.

You also can get more information by visiting First Data s web site at www.firstdata.com and Concord s web site at www.concordefs.com. Web site materials are not part of this joint proxy statement/prospectus.

You should rely only on the information contained or incorporated by reference in this joint proxy statement/prospectus to vote on the proposals to First Data s and Concord s shareholders in connection with the merger, as the case may be. We have not authorized anyone to provide you with information that is different from what is contained in this joint proxy statement/prospectus. This joint proxy statement/prospectus is dated [•], 2003. You should not assume that the information contained in this joint proxy statement/prospectus is accurate as of any date other than such date, and neither the mailing of this joint proxy statement/prospectus to shareholders nor the issuance of shares of First Data common stock as contemplated by the merger agreement shall create any implication to the contrary.

Table of Contents

ANNEX A

AGREEMENT AND PLAN OF MERGER

AMONG

FIRST DATA CORPORATION,

MONACO SUBSIDIARY CORPORATION

AND

CONCORD EFS, INC.

DATED AS OF APRIL 1, 2003

Table of Contents

Table of Contents

TABLE OF CONTENTS

(continued)

Table of Contents

TABLE OF CONTENTS

(continued)

Table of Contents

Exhibits

Disclosure Letters

Table of Contents

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of April 1, 2003 (this Agreement) among First Data Corporation, a Delaware corporation (Parent), Monaco Subsidiary Corporation, a Delaware corporation and a wholly owned subsidiary of Parent (Sub), and Concord EFS, Inc., a Delaware corporation (the Company) (Sub and the Company being hereinafter collectively referred to as the Constituent Corporations). Except as otherwise set forth herein, capitalized (and certain other) terms used herein shall have the meanings set forth in Section 1.1.

W I T N E S S E T H:

WHEREAS, the respective Boards of Directors of Parent, Sub and the Company have each approved the merger of Sub with and into the Company (the Merger), upon the terms and subject to the conditions set forth in this Agreement, whereby the issued and outstanding shares of Common Stock, par value $0.33 1/3 per share, of the Company (Company Common Stock, and the shares of Company Common Stock are hereinafter referred to as the Shares), other than Shares held directly or indirectly by Parent, Sub or the Company (other than such Shares held by Parent, Sub or the Company in a fiduciary, collateral, custodial or similar capacity), will be converted into shares of Common Stock, par value $0.01 per share, of Parent (the Parent Shares);

WHEREAS, the Board of Directors of the Company has determined that this Agreement is advisable to the Company s stockholders and has recommended that the Company s stockholders adopt this Agreement;

WHEREAS, the Board of Directors of Parent has determined that this Agreement is advisable to Parent s stockholders and has recommended that Parent s stockholders approve the issuance of Parent Shares in the Merger;

WHEREAS, for federal income Tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Code; and

WHEREAS, Parent, Sub and the Company desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Parent, Sub and the Company hereby agree as follows:

ARTICLE I

INTERPRETATION; DEFINITIONS

Section 1.1 Interpretation; Definitions. When a reference is made in this Agreement to an Article or a Section, such reference shall be to an Article or a Section of this Agreement

Table of Contents

unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words include, includes or including are used in this Agreement, they shall be deemed to be followed by the words without limitation. As used in this Agreement, the phrase made available shall mean that the information referred to has been made available if requested by the party to whom such information is to be made available.

As used in this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms. Any agreement referred to below shall mean such agreement as amended, supplemented or modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement.

Acquisition Agreement shall have the meaning set forth in Section 6.2(a).

Affiliate shall have the meaning as defined in Rule 12b-2 under the Exchange Act.

Agreement means this Agreement and Plan of Merger among Parent, Sub and the Company.

Alliance shall mean any venture (in any form, including in corporate, partnership or limited liability company form) or contractual alliance between Parent or any of its Affiliates and one or more third parties (i) pursuant to which any such third party venturer or party has the contractual or other legal right to block major actions by such venture or contractual alliance or (ii) to whom Parent or any of its Affiliates owe a fiduciary duty.

Applicable Law means all applicable laws, statutes, orders, rules, regulations and all applicable legally binding policies or guidelines promulgated, or judgments, decisions or orders entered, by any Governmental Entity.

Bank Act means the Bank Holding Company Act of 1956, as amended, together with the rules and regulations promulgated thereunder.

Bank Regulatory Authorities means one or more of the following: the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Colorado Division of Banking or the Tennessee Department of Financial Institutions.

Benefit Plan means any bonus, pension, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, restricted stock, phantom stock, stock appreciation or other equity-based compensation, retirement, vacation, severance, disability, death benefit, hospitalization, medical or other plan, program or arrangement providing compensation or benefits to or in respect of any current or former employee, officer or director of the Company or Parent, as the case may be, or any of their respective Subsidiaries.

Certificate of Merger shall have the meaning set forth in Section 2.3.

Certificates shall have the meaning set forth in Section 3.3(b).

Table of Contents

Closing Date shall have the meaning set forth in Section 2.2.

Code means the Internal Revenue Code of 1986, as amended.

Company shall have the meaning set forth in the introductory paragraph of this Agreement.

Company Common Stock shall have the meaning set forth in the first recital provision of this Agreement.

Company Filed SEC Documents means the documents (but excluding the exhibits thereto) filed by the Company with the SEC and publicly available since December 31, 2000 and prior to the execution of this Agreement.

Company Letter means the letter from the Company to Parent dated the date hereof, which letter relates to this Agreement and is designated therein as the Company Letter.

Company Material Contract shall have the meaning set forth in Section 4.18.

Company Permits shall have the meaning set forth in Section 4.9(a).

Company SEC Documents shall have the meaning set forth in Section 4.6.

Company Stock Options shall have the meaning set forth in Section 4.3.

Company Stock Plans shall have the meaning set forth in Section 4.3.

Company Stockholder Approval shall have the meaning set forth in Section 7.3(a).

Company Stockholders Meeting shall have the meaning set forth in Section 7.3(a).

Compensation Commitments shall have the meaning set forth in Section 4.13(a).

Confidentiality Agreement shall have the meaning set forth in Section 7.4.

Constituent Corporations shall have the meaning set forth in the introductory paragraph of this Agreement.

Contract shall mean any written or oral agreement, contract, commitment, lease, license, contract, note, bond, mortgage, indenture, arrangement or other instrument or obligation.

Current Premium shall have the meaning set forth in Section 7.9(b).

D&O Insurance shall have the meaning set forth in Section 7.9(b).

DGCL means the General Corporation Law of the State of Delaware.

Effective Time shall have the meaning set forth in Section 2.3.

Table of Contents

Environmental Law means any federal, state, local or foreign statute, law, regulation, order, decree, permit, authorization, common law or legally binding agency requirement relating to: (i) the protection, investigation or restoration of the environment, health, safety or natural resources, (ii) the handling, use, presence, disposal, release or threatened release of any Hazardous Substance or (iii) noise, odor, indoor air, employee exposure, wetlands, pollution, contamination or any injury or threat of injury to persons or property relating to any Hazardous Substance.

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

ERISA Benefit Plan means a Benefit Plan which is also an employee pension benefit plan (as defined in Section 3(2) of ERISA) or which is also an employee welfare benefit plan (as defined in Section 3(1) of ERISA).

Exchange Act means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

Exchange Agent shall have the meaning set forth in Section 3.3(a).

Exchange Fund shall have the meaning set forth in Section 3.3(a).

Exchange Ratio shall have the meaning set forth in Section 3.2(c).

Extended End Date shall have the meaning set forth in Section 9.1(i).

Goldman Sachs shall have the meaning set forth in Section 4.21.

Governmental Entity means any federal, state or local government or any court, tribunal, administrative agency or commission or other governmental or other regulatory authority or agency, domestic, foreign or supranational, including the Bank Regulatory Authorities.

Hazardous Substance means (i) any substance that is listed, classified, regulated or for which liability is imposed pursuant to any Environmental Law; (ii) any petroleum product or by-product, asbestos-containing material, lead-containing paint or plumbing, polychlorinated biphenyls, radioactive material or radon; and (iii) any other substance which is the subject of regulatory action by any Government Entity in connection with any Environmental Law.

HSR Act means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

Indemnified Person shall have the meaning set forth in Section 7.9(a).

Intellectual Property Rights shall have the meaning set forth in Section 4.15.

IRS means the Internal Revenue Service.

Table of Contents

J.P. Morgan shall have the meaning set forth in Section 5.18.

Key Customers shall have the meaning set forth in Section 4.17.

Knowledge shall mean the actual knowledge of the directors or executive officers of the Company or the directors or executive officers of Parent, as the case may be.

Liens means any pledges, claims, liens, charges, encumbrances and security interests of any kind or nature whatsoever.

Material Adverse Change or **Material Adverse Effect** means, when used in connection with the Company or Parent, as the case may be, any effect, change or development that, individually or in the aggregate, with other effects, changes or developments, is, or would reasonably be expected to be, material and adverse to the financial condition, business, operations or results of operations of the Company and its Subsidiaries taken as a whole, or Parent and its Subsidiaries taken as a whole, as the case may be; provided, however, that to the extent any effect, change or development is caused by or results from any of the following, it shall not be taken into account in determining whether there has been (or would reasonably be expected to be) a Material Adverse Change and Material Adverse Effect : (A) the announcement of the execution of this Agreement or the performance of obligations under this Agreement, (B) factors affecting the economy or financial markets as a whole or generally affecting the payment services industry, except to the extent the Company or Parent, as the case may be, is materially and adversely affected in a disproportionate manner as compared to other comparable participants in such industry, (C) failure to meet analyst financial forecasts of the Company or Parent, as the case may be, in and of itself, or the trading price of the Company Common Stock or Parent Shares, as the case may be, in and of itself (it being understood that the facts or occurrences giving rise or contributing to any such effect, change or development which affects or otherwise relates to the failure to meet analyst financial forecasts or the trading price, as the case may be, may be deemed to constitute, or be taken into account in determining whether there has been, or would reasonably be expected to be, a Material Adverse Change or Material Adverse Effect), and (D) the commencement, occurrence or continuation of any war, armed hostilities or acts of terrorism involving or affecting the United States of America or any part thereof. The parties hereto agree and understand that, for the avoidance of doubt, a criminal indictment or criminal information or similar proceeding or action against a party or its Subsidiaries or against any of their respective officers or directors relating to actions within the scope of the party s business or an SEC enforcement action, or SEC formal investigation that is not resolved by the earlier of 90 days after its commencement or the Extended End Date (such period being an Investigation Period), of a party, its Subsidiaries or their respective officers or directors relating to actions within the scope of the party s business will constitute a Material Adverse Effect or Material Adverse Change with respect to the party. The parties hereto further agree and understand that, for the avoidance of doubt, for purposes of Section 8.2(a) and 8.3(a), during any Investigation Period, the party not subject to (and whose Subsidiaries and their respective officers and directors are not subject to) such investigation shall not be required to consummate the transactions contemplated by this Agreement.

Merger shall have the meaning set forth in the first recital provision of this Agreement.

Table of Contents

Merrill Lynch shall have the meaning set forth in Section 5.18.

NYSE means the New York Stock Exchange, Inc.

Order shall have the meaning set forth in Section 8.1(b).

Parent shall have the meaning set forth in the introductory paragraph of this Agreement.

Parent Filed SEC Documents means the documents (but excluding the exhibits thereto) filed by Parent with the SEC and publicly available since December 31, 2000 and prior to the execution of this Agreement.

Parent Letter means the letter from Parent to the Company dated the date hereof, which letter relates to this Agreement and is designated therein as the Parent Letter.

Parent Options shall have the meaning set forth in Section 7.2(b).

Parent Permits shall have the meaning set forth in Section 5.9(a).

Parent Preferred Stock shall have the meaning set forth in Section 5.3(a).

Parent SEC Documents shall have the meaning set forth in Section 5.6.

Parent Share Issuance means the issuance of the Parent Shares upon conversion of the Shares pursuant to Section 3.2(c).

Parent Shares shall have the meaning set forth in the first recital provision of this Agreement.

Parent Stock Equivalents shall have the meaning set forth in Section 5.3(a).

Parent Stock Incentive Plans shall have the meaning set forth in Section 5.3(a).

Parent Stock Options shall have the meaning set forth in Section 5.3(a).

Parent Stockholder Approval shall have the meaning set forth in Section 7.3(a).

Parent Stockholders Meeting shall have the meaning set forth in Section 7.3(a).

Person means any person, employee, individual, corporation, limited liability company, partnership, trust, or any other non-governmental entity or any governmental or regulatory authority or body.

Proxy Statement shall have the meaning set forth in Section 4.8.

Registration Statement shall have the meaning set forth in Section 4.8.

SEC means the Securities and Exchange Commission.

Table of Contents

Sarbanes-Oxley shall have the meaning set forth in Section 4.9(b).

Securities Act means the Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder.

Shares shall have the meaning set forth in the first recital provision of this Agreement.

Significant Subsidiary of any Person means a Subsidiary of such Person that would constitute a significant subsidiary of such Person within the meaning of Rule 1.02(v) of Regulation S-X as promulgated by the SEC.

Stock Equivalents shall have the meaning set forth in Section 4.3.

Stockholders Meetings shall have the meaning set forth in Section 7.3(a).

Sub shall have the meaning set forth in the introductory paragraph of this Agreement.

Subsidiary or **subsidiary** of any Person means another Person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

Superior Proposal shall have the meaning set forth in Section 6.2(a).

Surviving Corporation shall have the meaning set forth in Section 2.1.

Takeover Proposal shall have the meaning set forth in Section 6.2(a).

Tax and **Taxes** means (i) any federal, state, local or foreign net income, gross income, gross receipts, windfall profit, severance, property, production, sales, use, license, excise, franchise, employment, payroll, withholding, alternative or add-on minimum, ad valorem, value added, transfer, stamp, or environmental tax, or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or penalty, addition to tax or additional amount imposed by any Governmental Entity, and (ii) any liability of the Company or any Subsidiary for the payment of amounts with respect to payments of a type described in clause (i) as a result of being a member of an affiliated, consolidated, combined or unitary group, or as a result of any obligation of the Company or any Subsidiary under any tax sharing arrangement or tax indemnity arrangement.

Tax Return means any return, report or similar statement required to be filed with respect to any Tax including any information return, claim for refund, amended return or declaration of estimated Tax.

Termination Fee shall have the meaning set forth in Section 9.2(b).

Transfer Taxes shall have the meaning set forth in Section 7.7.

Table of Contents

William Blair shall have the meaning set forth in Section 4.21.

ARTICLE II

THE MERGER

Section 2.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the DGCL, Sub shall be merged with and into the Company at the Effective Time. Following the Effective Time, the separate corporate existence of Sub shall cease and the Company shall continue as the surviving corporation (the "Surviving Corporation") and shall succeed to and assume all the rights and obligations of Sub and the Company in accordance with the DGCL.

Section 2.2 Closing. The closing of the Merger will take place at 10:00 a.m. on a date mutually agreed to by Parent and the Company, which shall be no later than the second business day after satisfaction or waiver of the conditions set forth in Article VIII (the "Closing Date"), at the offices of Sidley Austin Brown & Wood, Bank One Plaza, 10 South Dearborn Street, Chicago, Illinois 60603, unless another date, time or place is agreed to by the parties hereto.

Section 2.3 Effective Time. The Merger shall become effective when a Certificate of Merger (the "Certificate of Merger"), executed in accordance with the relevant provisions of the DGCL, is duly filed with the Secretary of State of the State of Delaware, or at such other time as Sub and the Company shall agree should be specified in the Certificate of Merger. When used in this Agreement, the term "Effective Time" shall mean the later of the date and time at which the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware or such later time established by the Certificate of Merger. The filing of the Certificate of Merger shall be made as soon as practicable after the satisfaction or waiver of the conditions to the Merger set forth in Article VIII.

Section 2.4 Effects of the Merger. The Merger shall have the effects set forth in the DGCL.

Section 2.5 Certificate of Incorporation and Bylaws; Officers and Directors.

(a) The Restated Certificate of Incorporation of the Company, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by the DGCL.

(b) The Bylaws of the Company, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter changed or amended as provided by the Restated Certificate of Incorporation of the Surviving Corporation or by the DGCL.

(c) The directors of Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation, until the next annual meeting of stockholders (or the earlier of their resignation or removal) and until their respective successors are duly elected and qualified, as the case may be.

Table of Contents

(d) The officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Corporation until the earlier of their resignation or removal and until their respective successors are duly elected and qualified, as the case may be.

ARTICLE III

EFFECT OF THE MERGER ON THE STOCK OF THE CONSTITUENT

CORPORATIONS; EXCHANGE OF CERTIFICATES

Section 3.1 Effect on Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of any of Sub, the Company or the holders of any securities of the Constituent Corporations, the capital stock of the Constituent Corporations shall be treated as set forth in this Article III and in accordance with the terms of this Agreement.

Section 3.2 Conversion. (a) Capital Stock of Sub. Each issued and outstanding share of capital stock of Sub shall be converted into and become one validly issued, fully paid and nonassessable share of Common Stock, $0.33 1/3 par value, of the Surviving Corporation.

(b) Treasury Stock and Parent Owned Stock. Each Share that is held by the Company or by any wholly owned Subsidiary of the Company and each Share that is held by Parent, Sub or any other wholly owned Subsidiary of Parent (other than such Shares held by Parent, Sub or the Company in a fiduciary, collateral, custodial or similar capacity, which will be converted pursuant to Section 3.2(c)) shall automatically be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(c) Conversion of Shares. Each Share issued and outstanding (other than Shares to be cancelled in accordance with Section 3.2(b)) shall be converted into 0.40 of a duly authorized, validly issued, fully paid and non-assessable Parent Share (the Exchange Ratio). As of the Effective Time, all such Shares, when so converted, shall no longer be outstanding and shall automatically be cancelled and retired, and each holder of a certificate formerly representing any such Shares shall cease to have any rights with respect thereto, except the right to receive any dividends or distributions in accordance with Section 3.3(c), certificates representing the Parent Shares into which such Shares are converted and any cash, without interest, in lieu of fractional shares to be issued or paid in consideration therefor upon the surrender of such certificate in accordance with Section 3.3(d).

Section 3.3 Exchange of Certificates. (a) At the Effective Time, Parent shall deposit, or shall cause to be deposited, with Wells Fargo Bank Minnesota, National Association or with a banking or other financial institution selected by Parent and reasonably acceptable to the Company (and on terms reasonably acceptable to the Company) (the Exchange Agent), for the benefit of the holders of Shares, for exchange in accordance with this Article III, certificates representing the Parent Shares to be issued in connection with the Merger and an amount of cash sufficient to permit the Exchange Agent to make the necessary payments of cash in lieu of fractional shares (such cash and certificates for Parent Shares, together with any dividends or distributions with respect thereto (relating to record dates for such dividends or distributions after the Effective Time), being hereinafter referred to as the Exchange Fund) to be issued pursuant to Section 3.2 and paid pursuant to this Section 3.3 in exchange for outstanding Shares.

Table of Contents

(b) Exchange Procedure. As soon as practicable after the Effective Time, Parent shall cause the Exchange Agent to mail to each holder of record of a certificate or certificates that immediately prior to the Effective Time represented Shares (the Certificates) (i) a letter of transmittal (which shall be in customary form and specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for the consideration (and any unpaid distributions and dividends) contemplated by Section 3.2 and this Section 3.3, including cash in lieu of fractional shares. Upon surrender of a Certificate for cancellation to the Exchange Agent, together with such letter of transmittal, duly executed, and such other documents as may reasonably be required by the Exchange Agent, the holder of such Certificate shall be entitled to receive promptly in exchange therefor (x) a certificate representing that number of whole Parent Shares and (y) a check representing the amount of cash in lieu of fractional shares, if any, and unpaid dividends and distributions with respect to the Parent Shares as provided for in Section 3.3(c), if any, that such holder has the right to receive in respect of the Certificate surrendered pursuant to the provisions of this Article III, after giving effect to any required withholding Tax. No interest will be paid or accrued on the cash payable to holders of Shares. In the event of a transfer of ownership of Shares that is not registered in the transfer records of the Company, a certificate representing the proper number of Parent Shares, together with a check for the cash to be paid pursuant to this Section 3.3 may be issued to such a transferee if such Certificate shall be properly endorsed or otherwise be in proper form for transfer and the transferee shall pay any transfer or other Taxes required by reason of the payment to a Person other than the registered holder of such Certificate or establish to the satisfaction of Parent that such Tax has been paid or is not applicable. Parent or the Exchange Agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as Parent or the Exchange Agent is required to deduct and withhold with respect to the making of such payment under the Code or under any provision of state, local or foreign Tax law. To the extent that amounts are so withheld by Parent or the Exchange Agent, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

(c) Dividends. No dividends or other distributions declared with a record date after the Effective Time on Parent Shares shall be paid with respect to any Shares represented by a Certificate until such Certificate is surrendered for exchange as provided herein or a Person claiming a Certificate to be lost, stolen or destroyed has complied with the provisions of Section 3.6. Promptly following surrender of any such Certificate, there shall be paid to the holder of the certificates representing whole Parent Shares issued in exchange therefor, without interest, (i) at the time of such surrender, the amount of dividends or other distributions with a record date after the Effective Time theretofore payable with respect to such whole Parent Shares and not paid, less the amount of any withholding Taxes which may be required thereon, and (ii) at the appropriate payment date or as promptly as practicable thereafter, the amount of dividends or other distributions with a record date after the Effective Time but prior to such surrender and a payment date subsequent to such surrender payable with respect to such whole Parent Shares, less the amount of any withholding Taxes which may be required thereon. Parent will, no later than the applicable dividend or distribution payment dates, provide the Exchange Agent with the cash necessary to make the payments contemplated by this Section 3.3(c).

Table of Contents

(d) No Fractional Securities. No fractional Parent Shares shall be issued pursuant hereto. In lieu of the issuance of any fractional share of Parent Shares, cash adjustments will be paid to holders in respect of any fractional share of Parent Shares that would otherwise be issuable, and the amount of such cash adjustment shall be equal to the product obtained by multiplying such stockholder s fractional share of Parent Shares that would otherwise be issuable by the closing price per share of Parent Shares on the New York Stock Exchange Composite Tape on the Closing Date as reported by The Wall Street Journal (Northeast edition) (or, if not reported thereby, any other authoritative source).

(e) No Further Ownership Rights in Shares. All Parent Shares issued upon the surrender for exchange of Certificates in accordance with the terms of this Article III (including any cash paid pursuant to this Section 3.3) shall be deemed to have been issued in full satisfaction of all rights pertaining to the Shares theretofore represented by such Certificates. At the Effective Time, the stock transfer books of the Company shall be closed, and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the Shares that were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to the Surviving Corporation or the Exchange Agent for any reason, they shall be cancelled and exchanged as provided in this Article III.

(f) Termination of Exchange Fund. Any portion of the Exchange Fund (including the proceeds of any investments thereof and any Parent Shares) which remains undistributed to the holders of Shares for six months after the Effective Time may be delivered to Parent, upon demand, and any holders of Shares who have not theretofore complied with this Article III and the instructions set forth in the letter of transmittal mailed to such holders after the Effective Time shall thereafter look only to Parent or its agent (subject to abandoned property, escheat or other similar laws) for payment of their Parent Shares, cash and unpaid dividends and distributions on Parent Shares deliverable in respect of each Share such stockholder holds as determined pursuant to this Agreement, in each case, without any interest thereon.

(g) No Liability. None of Parent, Sub, the Company or the Exchange Agent shall be liable to any Person in respect of any amount properly delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

Section 3.4 Tax Consequences. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Code, and the parties hereto adopt this Agreement as a plan of reorganization for such purposes.

Section 3.5 Adjustment of Exchange Ratio. In the event that Parent changes or establishes a record date for changing the number of Parent Shares issued and outstanding as a result of a stock split, stock dividend, recapitalization, subdivision, reclassification, combination or similar transaction with respect to the outstanding Parent Shares and the record date therefor shall be prior to the Effective Time, the Exchange Ratio applicable to the Merger and any other calculations based on or relating to Parent Shares shall be appropriately adjusted to reflect such stock split, stock dividend, recapitalization, subdivision, reclassification, combination or similar transaction.

Section 3.6 Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent or the Exchange Agent, the posting by such Person of a bond, in such reasonable amount as Parent or the Exchange Agent may direct as indemnity against any claim that may be made against them with respect to such Certificate, the Exchange Agent will issue in exchange for such lost, stolen or destroyed Certificate the Parent Shares, any cash in lieu of fractional shares of Parent Shares to which the holders thereof are entitled pursuant to Section 3.3(b) and any dividends or other distributions to which the holders thereof are entitled pursuant to Section 3.3(c).

Section 3.7 Further Assurances. If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties, permits, licenses or assets of either of the Constituent Corporations, or (b) otherwise to carry out the purposes of this Agreement, the Surviving Corporation and its proper officers and directors or their designees shall be authorized to execute and deliver, in the name and on behalf of either of the Constituent Corporations, all such deeds, bills of sale, assignments and assurances and to do, in the name and on behalf of either Constituent Corporation, all such other acts and things as may be necessary, desirable or proper to vest, perfect or confirm the Surviving Corporation s right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of such Constituent Corporation and otherwise to carry out the purposes of this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Parent and Sub as follows, except as set forth in the Company Letter or as disclosed in the Company Filed SEC Documents (it being understood that any matter set forth in the Company Filed SEC Documents shall be deemed to qualify any representation or warranty in this Article IV only to the extent that the description of such matter in the Company Filed SEC Documents would be reasonably inferred to be a qualification with respect to such representation or warranty):

Section 4.1 Organization. The Company and each of its Subsidiaries are duly organized, validly existing and in good standing under the laws of the jurisdiction of their respective organization and have requisite power and authority to carry on their respective businesses as now being conducted, except where the failure to be so organized, existing and in good standing or to have such power and authority would not have a Material Adverse Effect on the Company. The Company and each of its Subsidiaries are duly qualified or licensed to do business and in good standing in each jurisdiction in which the nature of their respective businesses or the ownership or leasing of their respective properties makes such qualification or licensing necessary, except in such jurisdictions where the failure to be so duly qualified or licensed and in good standing would not have a Material Adverse Effect on the Company. The Company has delivered to Parent complete and correct copies of its Restated Certificate of Incorporation and Bylaws and has made available to Parent the charter and bylaws (or similar organizational documents) of each of its Significant Subsidiaries.

Table of Contents

Section 4.2 Subsidiaries. As of the date of this Agreement, Exhibit 21 to the Company s Annual Report on Form 10-K for the year ended December 31, 2002, as filed with the SEC, is a true, accurate and complete statement in all material respects of all of the information required to be set forth therein by Regulation S-K as promulgated by the SEC. All of the outstanding shares of capital stock of each Significant Subsidiary of the Company that is a corporation have been validly issued and are fully paid and nonassessable. All of the outstanding shares of capital stock of each Subsidiary of the Company are owned by the Company, by one or more Subsidiaries of the Company or by the Company and one or more Subsidiaries of the Company, free and clear of all Liens. Except for the capital stock of its Subsidiaries, the Company does not own, directly or indirectly, any capital stock or other ownership interest in any corporation, partnership, joint venture, limited liability company or other entity which is material to the business of the Company and its Subsidiaries, taken as a whole.

Section 4.3 Capital Structure. The authorized capital stock of the Company consists of 1,500,000,000 Shares. At the close of business on March 28, 2003, (i) 486,483,143 Shares were issued and outstanding, all of which were validly issued, fully paid and nonassessable and free of preemptive rights, (ii) no Shares were held by the Company in its treasury, (iii) 58,239,379 Shares were reserved for issuance pursuant to outstanding options to purchase Company Common Stock (options to purchase Company Common Stock being Company Stock Options) granted under the Company s 2002 Stock Option Plan, the Company s 1993 Incentive Stock Option Plan and the Star Systems, Inc. 2000 Equity Incentive Plan (together, and each as amended, the Company Stock Plans) and (iv) 34,717,849 Shares were reserved for the grant of additional awards under the Company Stock Plans. As of the close of business on March 28, 2003, except as set forth above, no Shares were issued, reserved for issuance or outstanding, no Company Stock Options have been granted and there are not any phantom stock or other contractual rights the value of which is determined in whole or in part by the value of any capital stock of the Company (Stock Equivalents). Since March 28, 2003 and on or prior to the date of this Agreement, except for the exercise of any Company Stock Options referred to in clause (iii) above, the Company has not issued any Shares or made any grant of awards under the Company Stock Plans or authorized or entered into any Contract to do any of the foregoing. There are no outstanding stock appreciation rights with respect to the capital stock of the Company. Each outstanding Share is, and each Share which may be issued pursuant to the Company Stock Plans will be, when issued, duly authorized, validly issued, fully paid and nonassessable and not subject to preemptive rights. Other than the Company Common Stock, there are no other authorized classes of capital stock of the Company. There are no outstanding bonds, debentures, notes or other indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter on which the Company s stockholders may vote. Except as set forth above, as of the date of this Agreement, there are no securities, options, warrants, calls, rights, commitments, agreements, arrangements or undertakings of any kind to which the Company or any of its Significant Subsidiaries is a party or by which any of them is bound obligating the Company or any of its Significant Subsidiaries to issue, deliver or sell or create, or cause to be issued, delivered or sold or created, additional shares of capital stock, Company Stock Options or other voting securities or Stock Equivalents of the Company or of any of its Significant Subsidiaries or obligating the Company or any of its Significant Subsidiaries to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, arrangement or undertaking. As of the date of this Agreement, there are no outstanding contractual obligations of the Company or

any of its Significant Subsidiaries to repurchase, redeem or otherwise acquire any shares of capital stock of the Company or any of its Significant Subsidiaries. There are no outstanding agreements to which the Company, its Significant Subsidiaries or any of their respective officers or directors is a party concerning the voting of any capital stock of the Company or any of its Significant Subsidiaries.

Section 4.4 Authority. On or prior to the date of this Agreement, the Board of Directors of the Company unanimously approved this Agreement, declared this Agreement and the Merger advisable to the Company and its stockholders, resolved to recommend the approval and adoption of this Agreement by the Company s stockholders and directed that this Agreement be submitted to the Company s stockholders for approval and adoption (all in accordance with the DGCL). The Company has all requisite corporate power and authority to execute and deliver this Agreement and, subject to adoption by the Company s stockholders of this Agreement, to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the Merger and of the other transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company, subject to adoption by the Company s stockholders of this Agreement. This Agreement has been duly executed and delivered by the Company and (assuming the valid authorization, execution and delivery of this Agreement by Parent and Sub) constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to the enforcement of creditors rights generally and (ii) is subject to general principles of equity.

Section 4.5 Consents and Approvals; No Violations. Except for filings, permits, authorizations, consents and approvals as may be required under, and other applicable requirements of, the Exchange Act, the Securities Act, the HSR Act, the DGCL, the laws applied by the Bank Regulatory Authorities, state takeover laws and foreign and supranational laws relating to antitrust and anticompetition clearances, and except as may be required in connection with the Taxes described in Section 7.7, neither the execution, delivery or performance of this Agreement by the Company nor the consummation by the Company of the transactions contemplated hereby will (i) conflict with or result in any breach of any provision of the Restated Certificate of Incorporation or Bylaws of the Company or of the similar organizational documents of any of its Subsidiaries, (ii) require any filing or registration with, or permit, authorization, consent or approval of, any Governmental Entity on the part of the Company or any of its Subsidiaries, (iii) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any Contract to which the Company or any of its Subsidiaries is a party or by which any of them or any of their properties or assets may be bound or (iv) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Company, any of its Subsidiaries or any of their properties or assets, except in the case of clauses (ii), (iii) and (iv) for failures, violations, breaches or defaults that would not have a Material Adverse Effect on the Company.

Section 4.6 SEC Documents and Other Reports. The Company has timely filed with the SEC all documents required to be filed by it since December 31, 2000 under the Securities Act or the Exchange Act (the Company SEC Documents). As of their respective filing dates, the

Table of Contents

Company SEC Documents complied in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be, each as in effect on the date so filed, and at the time filed with the SEC none of the Company SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the Company SEC Documents complied as of their respective dates in all material respects with the then applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, were prepared in accordance with generally accepted accounting principles (except in the case of the unaudited statements, as permitted by Form 10-Q under the Exchange Act) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto) and fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as at the dates thereof and the consolidated results of their operations and their consolidated cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein).

Section 4.7 Absence of Material Adverse Change. Since December 31, 2002, the Company and its Subsidiaries have conducted their respective businesses in all material respects only in the ordinary course, and there has not been (i) any Material Adverse Change with respect to the Company, (ii) any declaration, setting aside or payment of any dividend or other distribution with respect to its capital stock, (iii) any split, combination or reclassification of any of its capital stock or any issuance or the authorization of any issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, (iv) any change in accounting methods, principles or practices by the Company, (v) any material damage, destruction or other casualty loss with respect to any material asset or property owned, leased or otherwise used by the Company or any of its Subsidiaries which is not covered by insurance or (vi) any material amendment of any of the Benefit Plans of the Company or any of its Subsidiaries other than amendments in the ordinary course.

Section 4.8 Information Supplied. None of the information supplied or to be supplied by the Company specifically for inclusion or incorporation by reference in Parent s registration statement on Form S-4 (together with any amendments or supplements thereto, the Registration Statement), pursuant to which Parent Shares issuable in the Merger will be registered, or the joint proxy statement/prospectus (together with any amendments or supplements thereto, the Proxy Statement) relating to the Stockholders Meetings, will, in the case of the Registration Statement, at the time it becomes effective, and, in the case of the Proxy Statement, at the time it is first mailed to the stockholders of the Company or Parent and at the time of the Stockholders Meetings, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading or necessary to correct any statement in any earlier communication by the Company with respect to the solicitation of proxies for the Stockholders Meetings which has become false or misleading. The Proxy Statement will comply as to form in all material respects with the requirements of the Exchange Act, except that no representation or warranty is made by the Company with respect to statements made or incorporated by reference in the Proxy Statement based on information supplied by Parent or Sub or any of their representatives specifically for inclusion or incorporation by reference therein or

based on information which is not made in or incorporated by reference in the Proxy Statement but which should have been disclosed by Parent pursuant to Section 5.8.

Section 4.9 Compliance with Laws; Permits. (a) The businesses of the Company and its Subsidiaries are not being conducted in violation of any law, ordinance or regulation of any Governmental Entity, except for possible violations that would not have a Material Adverse Effect on the Company. Each of the Company and its Subsidiaries is in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Entity necessary for the Company or any of its Subsidiaries to own, lease and operate its properties or to carry on its business as it is now being conducted (the Company Permits), except where the failure to have any of the Company Permits would not have a Material Adverse Effect on the Company, and, as of the date of this Agreement, no suspension or cancellation of any of the Company Permits is pending or, to the Knowledge of the Company, threatened, except where the suspension or cancellation of any of the Company Permits would not have a Material Adverse Effect on the Company.

(b) The Company and each of its officers and directors have complied in all material respects with (i) the applicable provisions of the Sarbanes-Oxley Act of 2002 and the related rules and regulations promulgated under such Act or the Exchange Act (Sarbanes-Oxley) and (ii) the applicable listing and corporate governance rules and regulations of the NYSE. The Company has previously disclosed to Parent any of the information required to be disclosed by the Company and certain of its officers to the Company s Board of Directors or any committee thereof pursuant to the certification requirements contained in Form 10-K and Form 10-Q under the Exchange Act. From the period beginning January 1, 2000 through the enactment of Sarbanes-Oxley, neither the Company nor any of its Affiliates made any loans to any executive officer or director of the Company equal to or in excess of $60,000. Since the enactment of Sarbanes-Oxley, neither the Company nor any of its Affiliates has made any loans to any executive officer or director of the Company.

(c) Each executive officer and director of the Company has complied with all Applicable Laws in connection with or relating to actions within the scope of the Company s business, except where the failure to comply would not have a Material Adverse Effect on the Company. No executive officer or director of the Company is a party to or the subject of any pending or threatened suit, action, proceeding or investigation by any Governmental Entity that would have a Material Adverse Effect on the Company, except as disclosed in the Company Filed SEC Documents.

Section 4.10 Tax Matters. (a) (i) The Company and each of its Subsidiaries has timely filed (after taking into account any extensions to file properly obtained) all Tax Returns required to be filed by them either on a separate or combined or consolidated basis, except where the failure to timely file would not have a Material Adverse Effect on the Company; (ii) all such Tax Returns are complete and accurate in all respects, except where the failure to be complete or accurate would not have a Material Adverse Effect on the Company; (iii) each of the Company and its Subsidiaries has duly and timely paid all Taxes that are required to be paid, and all Taxes which the Company or any Subsidiary is required to withhold or collect for payment have been duly withheld or collected and paid to the appropriate Governmental Entity, except where the failure to do so would not have a Material Adverse Effect on the Company; (iv) no deficiencies

for any Taxes have been asserted, proposed or assessed against the Company or any of its Subsidiaries that have not been fully paid or otherwise fully settled, except for deficiencies asserted, proposed or assessed which, if fully paid, would not have a Material Adverse Effect on the Company; and (v) neither the Company nor any of its Subsidiaries has waived any statute of limitations with respect to any material Taxes or, to the extent related to material Taxes, agreed to any extensions of time with respect to a Tax assessment or deficiency, in each case to the extent such waiver or agreement is currently in effect, (vi) with respect to all tax years ending on or before December 31, 1998, the Tax Returns referred to in clause (i), to the extent related to federal income, or material state, local or foreign income or franchise, Taxes, have been examined by the IRS or the appropriate state, local or foreign Taxing authority or the period for assessment of the Taxes in respect of which such Tax Returns were required to be filed has expired, (vii) as of the date of this Agreement, there are no material audits, examinations, investigations or other proceedings pending or threatened in writing in respect of Taxes or Tax matters of the Company or any of its Subsidiaries, (viii) there are no material Liens relating to Taxes on any of the assets of the Company or any of its Subsidiaries, except for Liens relating to current Taxes not yet due and payable or relating to Taxes that are being contested in good faith, (ix) neither the Company nor any predecessor to the Company has made with respect to the Company, or any predecessor of the Company, any consent under Section 341 of the Code, (x) during the last three years, none of the Company or any of its Subsidiaries has been a party to any transaction (other than a transaction described in Section 355(e)(2)(C) of the Code) treated by the parties thereto as one to which Section 355 of the Code (or any similar provision of state, local or foreign law) applied, (xi) neither the Company nor any Subsidiary has ever been a member of a group of corporations filing Tax Returns on a consolidated, combined or unitary basis other than the group, if any, of which it is currently a member and (xii) except in the case of any transaction or arrangement that could not reasonably be expected to affect the Tax or other liability of the Company or any of its Subsidiaries, neither the Company nor any of its Subsidiaries has been a party to, or a promoter or organizer of, any tax shelter or similar transaction (including, without limitation, any transaction or arrangement a principal purpose of which was the reduction of federal income taxes or any so-called listed transaction identified by the IRS).

(b) No payment or other benefit, and no acceleration of the vesting of any options, payments or other benefits, will be, as a direct or indirect result of the transactions contemplated by this Agreement (or under Section 280G of the Code and the Treasury Regulations thereunder be presumed to be) a parachute payment to a disqualified individual as those terms are defined in Section 280G of the Code and the Treasury Regulations thereunder, without regard to whether such payment or acceleration is reasonable compensation for personal services performed or to be performed in the future.

(c) Neither the Company nor any of its Affiliates has taken or agreed to take any action that, to the Knowledge of the Company, will (or will be reasonably likely to) prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code. To the Knowledge of the Company, the representations set forth in the Company Tax Certificate attached to the Company Letter, if made on the date hereof (assuming the Merger were consummated on the date hereof and based on reasonable estimates in the case of certain information not available on the date hereof), would be true and correct in all material respects.

Table of Contents

Section 4.11 Liabilities. Since December 31, 2002, neither the Company nor any of its Subsidiaries has incurred any liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise), other than liabilities or obligations incurred in the ordinary course of business since December 31, 2002 and liabilities or obligations which would not have a Material Adverse Effect on the Company.

Section 4.12 Litigation. As of the date of this Agreement, there is no suit, action, proceeding or investigation pending against the Company or any of its Subsidiaries that would have a Material Adverse Effect on the Company. Neither the Company nor any of its Subsidiaries is subject to any outstanding judgment, order, writ, injunction or decree that would have a Material Adverse Effect on the Company.

Section 4.13 Benefit Plans. (a) Item 4.13(a) of the Company Letter sets forth a true and complete list of each material Benefit Plan (including each ERISA Benefit Plan) maintained by the Company or any of its Subsidiaries. Except as required by law, neither the Company nor any of its Subsidiaries has adopted or amended in any material respect any Benefit Plan since the date of the most recent audited financial statements included in the Company Filed SEC Documents. None of the Company, its Subsidiaries or any trade or business which has been, during the six-year period preceding the date hereof, treated as a single employer with the Company under Section 414(b), (c), (m) or (o) of the Code has during such time contributed to any ERISA Benefit Plan that is a multiemployer plan (as defined in Section 3(37) of ERISA) or maintained any ERISA Benefit Plan that is subject to Title IV of ERISA or Section 412 of the Code. As of the date of this Agreement there exist no material agreement, commitment, understanding, plan, policy or arrangement of any kind, whether written or oral, with or for the benefit of any current or former officer or director (Compensation Commitments). Neither the Company nor any of its Subsidiaries maintains or contributes to any employee benefit plans, programs or arrangements or employs any employees outside of the United States.

(b) With respect to each Benefit Plan listed in Item 4.13(a) of the Company Letter, correct and complete copies, where applicable, of the following documents have been made available to Parent: (i) all Benefit Plan documents and amendments, trust agreements and insurance and annuity contracts and policies, (ii) the most recent IRS determination letter or opinion letter if the Benefit Plan is intended to satisfy the requirements for Tax favored treatment pursuant to Sections 401-417 of the Code, (iii) the Annual Reports (Form 5500 Series) and accompanying schedules, as filed, for the three most recently completed plan years, (iv) any discrimination or coverage tests performed during the last two (2) plan years and (v) the current summary plan description. True and complete copies of all written Compensation Commitments and of all related insurance and annuity policies and contracts and other documents with respect to each Compensation Commitment have been made available to Parent.

(c) Each Benefit Plan listed in Item 4.13(a) of the Company Letter which is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS that such plan is so qualified under the Code or has been established pursuant to a prototype plan that has received a favorable opinion letter from the IRS, and no circumstance exists which might cause such plan to cease being so qualified except for any circumstance that would not have a Material Adverse Effect on the Company. Each Benefit Plan listed in Item 4.13(a) of the Company Letter complies and has been maintained in all respects

Table of Contents

with its terms and all requirements of law and regulations applicable thereto, and there has been no notice issued by any Governmental Entity questioning or challenging such compliance, except for any noncompliance or other circumstance that would not have a Material Adverse Effect on the Company. Neither the Company nor any of its Subsidiaries has taken any action to take corrective action or make a filing under any voluntary correction program of the IRS, Department of Labor or any other Governmental Entity with respect to any Benefit Plan or Compensation Commitment, and neither the Company nor any of its Subsidiaries has any Knowledge of any material plan defect which would qualify for correction under any such program. There is no dispute, arbitration, grievance, action, suit or claim (other than routine claims for benefits) pending or, to the Knowledge of the Company, threatened involving such Benefit Plans or the assets of such plans. Neither the Company nor any of its Subsidiaries is a party to any collective bargaining agreement. The Company does not have any obligations under any welfare plans or otherwise to provide health or death benefits to or in respect of former employees of the Company, except as specifically required by the continuation requirements of Part 6 of Title I of ERISA or applicable state law. The Company has no liability on account of (i) any violation of the health care requirements of Part 6 of Title I of ERISA or Section 4980B of the Code, (ii) under Section 502(i) or Section 502(l) of ERISA or Section 4975 of the Code, (iii) under Section 302 of ERISA or Section 412 of the Code or (iv) under Title IV of ERISA, except in the case of clauses (i) or (ii) for any circumstance that would not have a Material Adverse Effect on the Company. No amounts will become payable as a result of the Merger for which the Company or any of its Subsidiaries will bear any liability.

(d) Prior to the date hereof, the Company has terminated (it being understood that such terminations may be conditioned upon the consummation of the Merger) all split dollar agreements to which the Company or any of its Subsidiaries was a party (including obtaining consents to such terminations by the executives who are parties to such agreements) without making or agreeing to make any payment of any amounts by the Company to any Person or waiving or agreeing to waive any rights.

Section 4.14 Environmental Matters. Except for matters that would not have a Material Adverse Effect on the Company: (i) the Company and its Subsidiaries are in compliance with all applicable Environmental Laws; (ii) no property currently owned or operated by the Company or any of its Subsidiaries (including soils, groundwater, surface water, buildings or other structures) is contaminated with any Hazardous Substance which contamination could reasonably be expected to require remediation pursuant to any Environmental Law; (iii) to the Knowledge of the Company, no property formerly owned or operated by the Company or any of its Subsidiaries was contaminated with any Hazardous Substance during or prior to such period of ownership or operation which contamination could reasonably be expected to require remediation pursuant to any Environmental Law; (iv) to the Knowledge of the Company, neither the Company nor any of its Subsidiaries is liable for any Hazardous Substance disposal or contamination on any third party property; (v) neither the Company nor any of its Subsidiaries has received any written notice, demand, letter, claim or request for information alleging that the Company or any of its Subsidiaries may be in violation of or subject to liability under any Environmental Law; (vi) neither the Company nor any of its Subsidiaries is subject to any written order, decree, injunction or indemnity with any Governmental Entity or any third party relating to liability under any Environmental Law or relating to Hazardous Substances; and (vii) to the Knowledge of the Company, there are no other circumstances or conditions involving the Company or any of its

Table of Contents

Subsidiaries that could reasonably be expected to result in any claim, liability, investigation, cost or restriction on the ownership, use, or transfer of any property pursuant to any Environmental Law. Sections 4.5 and 4.14 set forth the sole representations and warranties of the Company with respect to environmental or workplace health or safety matters, including all matters arising under Environmental Laws.

Section 4.15 Intellectual Property. The Company and its Subsidiaries own or have a valid right to use all patents, trademarks, trade names, service marks, domain names, copyrights, and any applications and registrations therefor, technology, trade secrets, know-how, computer software and tangible and intangible proprietary information and materials (collectively, Intellectual Property Rights) as are necessary in connection with the business of the Company and its Subsidiaries, taken as a whole, except where the failure to so own or have a valid right to use such Intellectual Property would not have a Material Adverse Effect on the Company. Neither the Company nor any of its Subsidiaries has infringed, misappropriated or violated in any material respect any Intellectual Property Rights of any third party, except where such infringement, misappropriation or violation would not have a Material Adverse Effect on the Company. No third party infringes, misappropriates or violates any Intellectual Property Rights owned or exclusively licensed by or to the Company or any of its Subsidiaries, except where such infringement, misappropriation or violation would not have a Material Adverse Effect on the Company.

Section 4.16 Banking; Credit Card Associations. The Company is registered as a financial holding company pursuant to the Bank Act and satisfies all eligibility requirements for financial holding companies set forth thereunder, except where the failure to satisfy such eligibility requirements would not have a Material Adverse Effect on the Company. None of the operations of the Company, any of its Subsidiaries or any of their respective businesses are being conducted in violation of the Bank Act or any other law applied by the Bank Regulatory Authorities, except for possible violations that would not have a Material Adverse Effect on the Company. Neither the Company nor any of its Subsidiaries owns or controls, directly or indirectly or acting in concert with others, more than 5% of the voting stock of any insured depository institution. Neither the Company nor any of its Subsidiaries is in default under or in violation of any provisions of the rules and regulations of VISA U.S.A., Inc., VISA International, Inc., MasterCard International, Inc. and any successor organizations or associations, except where such default or violation would not have a Material Adverse Effect on the Company.

Section 4.17 Customers. Item 4.17 of the Company Letter sets forth a list (without specifying the identity of any customer listed thereon) for the twelve months ended December 31, 2002 of the top 25 revenue producing network services customers and the top 25 revenue producing payment services customers, in each case of the Company and its Subsidiaries (collectively, the Key Customers), including the amount of revenue received from such Key Customers for the twelve months ended December 31, 2002. Since January 1, 2002 there has been no actual or, to the Knowledge of the Company, threatened termination, cancellation or limitation of, or any modification or change in, the business relationship of the Company or any of its Subsidiaries with any one or more of the Key Customers, other than as would not have a Material Adverse Effect on the Company. To the Knowledge of the Company, there exists no present condition or state of facts or circumstances involving any Key Customer and their

relationships with the Company or any of its Subsidiaries which would have a Material Adverse Effect on the Company or prevent the conduct of its business after the consummation of the transactions contemplated by this Agreement in essentially the same manner in which such business has heretofore been conducted.

Section 4.18 Material Contracts. Except as filed as exhibits to the Company Filed SEC Documents prior to the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to or bound by any Contract that (i) is a material contract (as such term is defined in Item 601(b)(10) of Regulation S-K promulgated by the SEC) or (ii) materially limits or otherwise materially restricts the Company or any of its Subsidiaries or that would, after the Effective Time, materially limit or otherwise materially restrict Parent or any of its Subsidiaries (including the Surviving Corporation and its Subsidiaries) or any successor thereto, from engaging or competing in any material line of business in any geographic area or that contains most favored nation pricing provisions or exclusivity or non-solicitation provisions with respect to customers. Each Contract of the type described in this Section 4.18, whether or not set forth in Item 4.18 of the Company Letter, is referred to herein as a Company Material Contract. Neither the Company nor any of its Subsidiaries has Knowledge of, or has received notice of, any violation of or default under (or any condition which with the passage of time or the giving of notice would cause such a violation of or default under) any Company Material Contract or any other Contract to which it is a party or by which it or any of its properties or assets is bound, except for violations or defaults that would not have a Material Adverse Effect on the Company or, after giving effect to the Merger, Parent. As of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to any standstill or similar agreement with any Person which relates to any transaction that could constitute a Takeover Proposal.

Section 4.19 Required Vote of Company Stockholders. The affirmative vote of the holders of a majority of the outstanding shares of Company Common Stock approving this Agreement is the only vote of the holders of any class or series of the Company s capital stock necessary to approve this Agreement and the transactions contemplated by this Agreement.

Section 4.20 State Takeover Statutes. The action of the Board of Directors of the Company in approving the Merger and this Agreement is sufficient to render inapplicable to Parent, Sub, the Merger and this Agreement the provisions of Section 203 of the DGCL. To the Knowledge of the Company, no fair price, moratorium, control share acquisition or other similar anti-takeover statute or regulation or any anti-takeover provision in the Company s Restated Certificate of Incorporation or Bylaws is, or at the Effective Time will be, applicable to the Company, the Company Common Stock, the Parent Shares, Parent, Sub or the Merger.

Section 4.21 Brokers. No broker, investment banker, financial advisor or other Person, other than William Blair & Company, L.L.C. (William Blair) and Goldman, Sachs & Co. (Goldman Sachs), the fees and expenses of which will be paid by the Company (and are reflected in an agreement between William Blair and the Company and an agreement between Goldman Sachs and the Company, complete copies of which have been furnished to Parent), is entitled to any broker s, finder s, financial advisor s or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company.

Table of Contents

Section 4.22 Opinions of Financial Advisors. The Company has received the opinions of William Blair and Goldman Sachs to the effect that, as of the date thereof, the Exchange Ratio is fair to the Company s holders of the Company Common Stock from a financial point of view.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PARENT AND SUB

Parent and Sub represent and warrant to the Company as follows, except as set forth in the Parent Letter or as disclosed in the Parent Filed SEC Documents (it being understood that any matter set forth in the Parent Filed SEC Documents shall be deemed to qualify any representation or warranty in this Article V only to the extent that the description of such matter in the Parent Filed SEC Documents would be reasonably inferred to be a qualification with respect to such representation or warranty):

Section 5.1 Organization. Parent and each of its Significant Subsidiaries are duly organized, validly existing and in good standing under the laws of the jurisdiction of their respective organization and have the requisite corporate power and authority to carry on their respective businesses as now being conducted, except where the failure to be so organized, existing and in good standing or to have such power and authority would not have a Material Adverse Effect on Parent. Parent and each of its Significant Subsidiaries are duly qualified or licensed to do business and in good standing in each jurisdiction in which the nature of their respective businesses or the ownership or leasing of their respective properties makes such qualification or licensing necessary, except in such jurisdictions where the failure to be so duly qualified or licensed and in good standing would not have a Material Adverse Effect on Parent. Parent has delivered to the Company complete and correct copies of its Second Amended and Restated Certificate of Incorporation and By-laws and the Certificate of Incorporation and By-laws of Sub.

Section 5.2 Subsidiaries. As of the date of this Agreement, Exhibit 21 to Parent s Annual Report on Form 10-K for the year ended December 31, 2002, as filed with the SEC, is a true, accurate and complete statement in all material respects of all of the information required to be set forth therein by Regulation S-K as promulgated by the SEC. All of the outstanding shares of capital stock of each Significant Subsidiary of Parent that is a corporation have been validly issued and are fully paid and nonassessable. All of the outstanding shares of capital stock of each Subsidiary of Parent are owned by Parent, by one or more Subsidiaries of Parent or by Parent and one or more Subsidiaries of Parent, free and clear of all Liens. Except for the capital stock of its Subsidiaries, Parent does not own, directly or indirectly, any capital stock or other ownership interest in any corporation, partnership, joint venture, limited liability company or other entity which is material to the business of Parent and its Subsidiaries, taken as a whole.

Section 5.3 Capital Structure. (a) The authorized capital stock of Parent consists of 2,000,000,000 Parent Shares and 10,000,000 shares of Preferred Stock, par value $1.00 per share (Parent Preferred Stock). At the close of business on March 28, 2003, (i) 747,788,465 Parent Shares were issued and outstanding, all of which were validly issued, fully paid and nonassessable and free of preemptive rights, (ii) 150,125,817 Parent Shares were held by Parent in its treasury, (iii) 65,769,847 Parent Shares were reserved for issuance pursuant to outstanding options to purchase Parent Shares (options to purchase Parent Shares being Parent Stock

Table of Contents

Options) granted under Parent s 2002 Long-Term Incentive Plan, 1992 Long-Term Incentive Plan or 1993 Directors Stock Option Plan (together with Parent s Employee Stock Purchase ESPP, the Parent Stock Incentive Plans), (iv) 61,985,645 Parent Shares were reserved for the grant of additional awards under the Parent Stock Incentive Plans and (v) no shares of Parent Preferred Stock were issued and outstanding. As of the date of this Agreement, except as set forth above, no Parent Shares were issued, reserved for issuance or outstanding, no Parent Stock Options have been granted and there are not any phantom stock or other contractual rights the value of which is determined in whole or in part by the value of any capital stock of Parent (Parent Stock Equivalents). Since March 28, 2003 and on or prior to the date of this Agreement, except for the exercise of any Parent Stock Options referred to in clause (iii) above, Parent has not issued any Parent Shares or made any grant of awards under the Parent Stock Incentive Plans or authorized or entered into any Contract to do any of the foregoing. There are no outstanding stock appreciation rights with respect to the capital stock of Parent. Each outstanding Parent Share is, and each Parent Share which may be issued pursuant to Parent Stock Incentive Plans will be, when issued, duly authorized, validly issued, fully paid and nonassessable and not subject to preemptive rights. Other than the Parent Shares and the Parent Preferred Stock, there are no other authorized classes of capital stock of Parent. Other than Parent s 4 7/8% Convertible Notes due 2005 and 2% Senior Convertible Contingent Debt Securities due 2008, there are no outstanding bonds, debentures, notes or other indebtedness of Parent having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter on which Parent s stockholders may vote. Other than the warrants held by iFormation Group Holdings, LP and an Affiliate of J.P. Morgan & Chase Co. and as set forth above, as of the date of this Agreement, there are no securities, options, warrants, calls, rights, commitments, agreements, arrangements or undertakings of any kind to which Parent or any of its Significant Subsidiaries is a party or by which any of them is bound obligating Parent or any of its Significant Subsidiaries to issue, deliver or sell or create, or cause to be issued, delivered or sold or created, additional shares of capital stock, Parent Stock Options or other voting securities or Parent Stock Equivalents of Parent or of any of its Significant Subsidiaries or obligating Parent or any of its Significant Subsidiaries to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, arrangement or undertaking. As of the date of this Agreement, there are no outstanding contractual obligations of Parent or any of its Significant Subsidiaries to repurchase, redeem or otherwise acquire any shares of capital stock of Parent or any of its Significant Subsidiaries. There are no outstanding agreements to which Parent, its Significant Subsidiaries or any of their respective officers or directors is a party concerning the voting of any capital stock of Parent or any of its Significant Subsidiaries.

(b) The authorized capital stock of Sub consists solely of 1000 shares of common stock, par value $0.01 per share, of which, as of the date hereof, 100 were issued and outstanding. All outstanding shares of common stock of Sub have been duly authorized and validly issued and are fully paid and nonassessable, free of any preemptive or other similar right. Sub does not own any securities.

Section 5.4 Authority. On or prior to the date of this Agreement, the Boards of Directors of Parent and Sub approved this Agreement and the Parent Share Issuance, resolved to recommend the Parent Share Issuance to its stockholders for approval and directed that the Parent Share Issuance be submitted to its stockholders for approval. Each of Parent and Sub has

all requisite corporate power and authority to execute and deliver this Agreement and, subject to approval by Parent s stockholders of the issuance of Parent Shares in the Merger, to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by each of Parent and Sub and the consummation by Parent and Sub of the Merger and of the other transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of each of Parent and Sub, subject to approval by Parent s stockholders of the issuance of Parent Shares in the Merger. This Agreement has been approved by Parent as the sole stockholder of Sub. This Agreement has been duly executed and delivered by each of Parent and Sub and (assuming the valid authorization, execution and delivery of this Agreement by the Company) constitutes the valid and binding obligation of each of Parent and Sub enforceable against it in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to the enforcement of creditors rights generally and (ii) is subject to general principles of equity.

Section 5.5 Consents and Approvals; No Violations. Except for filings, permits, authorizations, consents and approvals as may be required under, and other applicable requirements of, the Exchange Act, the Securities Act, the HSR Act, the DGCL, the laws applied by the Bank Regulatory Authorities, state takeover laws and foreign and supranational laws relating to antitrust and anticompetition clearances, and except as may be required in connection with the Taxes described in Section 7.7, neither the execution, delivery or performance of this Agreement by Parent or Sub nor the consummation by Parent or Sub of the transactions contemplated hereby will (i) conflict with or result in any breach of any provision of the Second Amended and Restated Certificate of Incorporation or By-laws of Parent, the Certificate of Incorporation or By-laws of Sub or of the similar organizational documents of any of Parent s Subsidiaries, (ii) require any filing or registration with, or permit, authorization, consent or approval of, any Governmental Entity on the part of Parent or any of Parent s Subsidiaries, (iii) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any Contract to which Parent or any of its Subsidiaries is a party or by which any of them or any of their properties or assets may be bound or (iv) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Parent, Sub, any of its Significant Subsidiaries or any of their properties or assets, except in the case of clauses (ii), (iii) and (iv) for failures, violations, breaches or defaults that would not have a Material Adverse Effect on Parent.

Section 5.6 SEC Documents and Other Reports. Parent has timely filed with the SEC all documents required to be filed by it since December 31, 2000 under the Securities Act or the Exchange Act (the Parent SEC Documents). As of their respective filing dates, the Parent SEC Documents complied in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be, each as in effect on the date so filed, and at the time filed with the SEC none of the Parent SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of Parent included in the Parent SEC Documents complied as of their respective dates in all material respects with the then applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, were prepared in accordance with generally accepted accounting principles (except in the case of the unaudited statements, as

permitted by Form 10-Q under the Exchange Act) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto) and fairly present in all material respects the consolidated financial position of Parent and its consolidated Subsidiaries as at the dates thereof and the consolidated results of their operations and their consolidated cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein).

Section 5.7 Absence of Material Adverse Change. Since December 31, 2002, with respect to Parent and its Subsidiaries, there has not been (i) any Material Adverse Change with respect to Parent, (ii) any declaration, setting aside or payment of any dividend or other distribution with respect to its capital stock, other than with respect to the payment of quarterly dividends, (iii) any split, combination or reclassification of any of its capital stock or any issuance or the authorization of any issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or (iv) any change in accounting methods, principles or practices by Parent.

Section 5.8 Information Supplied. None of the information supplied or to be supplied by Parent or Sub specifically for inclusion or incorporation by reference in the Registration Statement or the Proxy Statement, will, in the case of the Registration Statement, at the time it becomes effective, and, in the case of the Proxy Statement, at the time it is first mailed to the stockholders of the Company or Parent or at the time of the Stockholders Meetings, contain any untrue statement of a material fact, or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading or necessary to correct any statement in any earlier communication by Parent or Sub with respect to the solicitation of proxies for the Stockholders Meetings which has become false or misleading. The Registration Statement will comply as to form in all material respects with the requirements of the Securities Act and the Proxy Statement will comply as to form in all material respects with the requirements of the Exchange Act, except that no representation or warranty is made by Parent or Sub with respect to statements made or incorporated by reference in the Registration Statement or the Proxy Statement based on information supplied by the Company or any of its representatives specifically for inclusion or incorporation by reference therein or based on information which is not made in or incorporated by reference in the Registration Statement or Proxy Statement but which should have been disclosed by the Company pursuant to Section 4.8.

Section 5.9 Compliance with Laws; Permits. (a) The businesses of Parent and its Subsidiaries are not being conducted in violation of any law, ordinance or regulation of any Governmental Entity, except for possible violations that would not have a Material Adverse Effect on Parent. Each of Parent and its Subsidiaries is in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Entity necessary for Parent or any of its Subsidiaries to own, lease and operate its properties or to carry on its business as it is now being conducted (the Parent Permits), except where the failure to have any of the Parent Permits would not have a Material Adverse Effect on Parent, and, as of the date of this Agreement, no suspension or cancellation of any of the Parent Permits is pending or, to the Knowledge of Parent, threatened, except where the suspension or cancellation of any of the Parent Permits would not have a Material Adverse Effect on Parent.

Table of Contents

(b) Parent and each of its officers and directors have complied in all material respects with (i) the applicable provisions of Sarbanes-Oxley and (ii) the applicable listing and corporate governance rules and regulations of the NYSE. Parent has previously disclosed to the Company any of the information required to be disclosed by Parent and certain of its officers to Parent s Board of Directors or any committee thereof pursuant to the certification requirements contained in Form 10-K and Form 10-Q under the Exchange Act. From the period beginning January 1, 2000 through the enactment of Sarbanes-Oxley, neither Parent nor any of its Affiliates made any loans to any executive officer or director of Parent equal to or in excess of $60,000. Since the enactment of Sarbanes-Oxley, neither Parent nor any of its Affiliates has made any loans to any executive officer or director of Parent.

(c) Each executive officer and director of Parent has complied with all Applicable Laws in connection with or relating to or actions within the scope of Parent s business, except where the failure to comply would not have a Material Adverse Effect on Parent. No executive officer or director of Parent is a party to or the subject of any pending or threatened suit, action, proceeding or investigation by any Governmental Entity that would have a Material Adverse Effect on Parent, except as disclosed in the Parent Filed SEC Documents.

Section 5.10 Parent Shares. All of the Parent Shares issuable in exchange for Shares in the Merger in accordance with this Agreement have been duly authorized and will be, when so issued, validly issued, fully paid and non-assessable and free of preemptive or other similar rights. The issuance of such Parent Shares will be registered under the Securities Act and registered or exempt from registration under applicable state securities laws. The Parent Shares that will become subject to options to purchase Parent Shares pursuant to Section 7.2(a) have been duly authorized. Upon payment to Parent of the appropriate exercise price, those Parent Shares will be validly issued, fully paid and nonassessable.

Section 5.11 Reorganization. Neither Parent nor any of its Affiliates has taken or agreed to take any action that, to the Knowledge of Parent, will (or will be reasonably likely to) prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code. To the Knowledge of Parent, the representations set forth in the Parent Tax Certificate attached to the Parent Letter, if made on the date hereof (assuming the Merger were consummated on the date hereof and based on reasonable estimates in the case of certain information not available on the date hereof), would be true and correct in all material respects.

Section 5.12 Litigation. As of the date of this Agreement, there is no suit, action, proceeding or investigation pending against Parent or any of its Subsidiaries that would have a Material Adverse Effect on Parent. Neither Parent nor any of its Subsidiaries is subject to any outstanding judgment, order, writ, injunction or decree that would have a Material Adverse Effect on Parent.

Section 5.13 Parent Benefit Plans. Except for any circumstance that would not have a Material Adverse Effect on Parent: (i) each ERISA Benefit Plan of Parent has been maintained and operated in substantial compliance with its terms, the applicable requirements of the Code and ERISA and the regulations issued thereunder; (ii) no material litigation or asserted claims against Parent exist with respect to any such ERISA Benefit Plan other than claims for benefits in the normal course of business; and (iii) no such ERISA Benefit Plan is a multi-employer

plan as such term is defined in Section 3(37) of ERISA. With respect to each ERISA Benefit Plan of Parent which is subject to Title IV of ERISA or Section 412 of the Code, no accumulated funding deficiencies under Title IV of ERISA or the Code have been incurred or are reasonably likely to be incurred by Parent or by any trade or business that together with the Parent would be deemed a single employer under Section 414 of the Code (an ERISA Affiliate), except for any potential liability which would not have a Material Adverse Effect on Parent or any ERISA Affiliate.

Section 5.14 Liabilities. Since December 31, 2002, neither Parent nor any of its Subsidiaries has incurred any liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise), other than liabilities or obligations incurred in the ordinary course of business since December 31, 2002 and liabilities or obligations which would not have a Material Adverse Effect on Parent.

Section 5.15 Interim Operations of Sub. Sub was formed solely for the purpose of engaging in the transactions contemplated hereby, has engaged in no business or other activities, has incurred no liabilities or obligations, other than as contemplated hereby, and will conduct its activities only as contemplated hereby.

Section 5.16 State Takeover Statutes. To the Knowledge of Parent, other than the provisions of Section 203 of the DGCL, no fair price, moratorium, control share acquisition or other similar anti-takeover statute or regulation or any anti-takeover provision in Parent s Second Amended and Restated Certificate of Incorporation or Bylaws is, or at the Effective Time will be, applicable to the Parent Shares, Parent, Sub or the Merger.

Section 5.17 Required Vote of Parent Stockholders. The affirmative vote of the holders of a majority of the Parent Shares represented at the Parent Stockholder Meeting (provided that at least a majority of the Parent Shares are represented in person or by proxy at such meeting) approving the issuance of Parent Shares in the Merger is the only vote of the holders of any class or series of Parent s capital stock necessary to approve this Agreement and the transactions contemplated by this Agreement.

Section 5.18 Brokers. No broker, investment banker, financial advisor or other Person, other than Merrill Lynch & Co. (Merrill Lynch) and J.P. Morgan Securities, Inc. (J.P. Morgan), the fees and expenses of which will be paid by Parent, is entitled to any broker s, finder s, financial advisor s or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Parent or Sub.

Section 5.19 Opinions of Financial Advisor. Parent has received the opinions of each of Merrill Lynch and J.P. Morgan to the effect that, as of the date of such opinions, the Exchange Ratio is fair to Parent from a financial point of view.

Table of Contents

ARTICLE VI

COVENANTS RELATING TO CONDUCT OF BUSINESS

Section 6.1 Conduct of Business Pending the Merger.

(a) Conduct of Business by the Company Pending the Merger. During the period from the date of this Agreement until the Effective Time, the Company shall, and shall cause each of its Subsidiaries to, except as expressly contemplated by this Agreement and the Company Letter or as required by any Applicable Law, in all material respects carry on its business in the ordinary course and, to the extent consistent therewith, use reasonable best efforts to preserve its business organization substantially intact and maintain its existing relations and goodwill with customers, suppliers, distributors, creditors, lessors, employees and business associates. Without limiting the generality of the foregoing, and except as otherwise expressly contemplated by this Agreement and the Company Letter or as required by any Applicable Law, during such period, the Company shall not, and shall not permit any of its Subsidiaries or other controlled entities to, without the prior written consent of Parent or its designated advisors (not to be unreasonably withheld or delayed):

(i) (A) amend the Company s Restated Certificate of Incorporation or the Company s Bylaws; (B) other than in the case of any direct or indirect wholly owned Subsidiary, split, combine or reclassify its outstanding shares of capital stock; (C) declare, set aside or pay any dividend or distribution payable in cash, stock or property in respect of any capital stock other than dividends or distributions from its direct or indirect wholly owned Subsidiaries; and (D) except in connection with the Company Stock Plans, repurchase, redeem or otherwise acquire, or permit any of its Subsidiaries to purchase or otherwise acquire, any shares of its capital stock or any securities convertible into or exchangeable or exercisable for any shares of its capital stock;

(ii) (A) issue, sell, pledge, dispose of or encumber any shares of, or securities convertible into or exchangeable or exercisable for, or options, warrants, calls, commitments or rights of any kind to acquire, any shares of its capital stock of any class (other than (x) the issuance of shares of Company Common Stock and Company Stock Options to employees of the Company or any of its Subsidiaries pursuant to Company Stock Plans as set forth in Item 6.1(a)(ii)(A) of the Company Letter, (y) Shares issuable under Company Stock Options outstanding as of the date of this Agreement or (z) the issuance by any direct or indirect wholly owned Subsidiary of the Company of its capital stock to the Company or another wholly owned Subsidiary of the Company); (B) other than products or services sold in the ordinary course of business, transfer, lease, license, guarantee, sell, mortgage, pledge, dispose of or encumber any other property or assets; (C) incur or modify any indebtedness (other than (i) indebtedness existing solely between the Company and its wholly owned Subsidiaries or between such wholly owned Subsidiaries or (ii) incremental indebtedness to the extent such incremental indebtedness, together with all other indebtedness of the Company and its Subsidiaries, is materially consistent with the historical debt-to-equity ratio of the Company and its Subsidiaries, taken as a

whole (adjusting for the sale of the demand deposits of EFS National Bank to Union Planters Bank, N.A. pursuant to that certain Agreement to Purchase Assets and Assume Liabilities dated November 14, 2002)); (D) make or authorize or commit to any capital expenditures (other than as set forth in Item 6.1(a)(ii)(D) of the Company Letter or which, individually, is not in excess of $250,000 and, in the aggregate, are not in excess of $10,000,000); (E) by any means, make any purchase or acquisition (including by way of merger or other business combination) of, or investment in (i) the capital stock of or other interest in, any other Person other than a wholly owned Subsidiary of the Company or (ii) except in the ordinary course of business consistent with past practice, assets of any other Person (other than, in the case of clauses (i) and (ii), (x) consummation of an acquisition publicly announced prior to the date of this Agreement or (y) acquisitions (including acquisitions of additional non-publicly traded equity interests in any Person in which the Company or any of its Subsidiaries owns any equity interest) that individually involve aggregate consideration not exceeding $10,000,000); and (F) make any loans, advances or capital contributions to any other Person (other than to the Company or any of its wholly owned Subsidiaries) outside of the ordinary course of business;

(iii) except as required by the terms of this Agreement, (A) terminate, establish, adopt, enter into, make any new grants or awards under, amend or otherwise modify, any Benefit Plans or Compensation Commitments, (B) increase the compensation of any officer or any other employee earning annual compensation of more than $200,000 (other than pursuant to Contracts currently in force and previously disclosed to Parent) and (C) hire any employee at a compensation level expected to be more than $200,000 a year;

(iv) other than as required in Section 6.1(a)(v), pay, discharge, settle, compromise or satisfy any material claims, liabilities or other obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than in the ordinary course of business consistent with past practice or in accordance with their terms existing on the date hereof, or waive, release or assign any material rights or claims other than in the ordinary course of business consistent with past practice;

(v) pay, discharge, settle, compromise or satisfy (i) any litigation or claims not related to the matters set forth in Item 6.1(a)(v) of the Company Letter (other than in the ordinary course of business) or (ii)any of the matters set forth in Item 6.1(a)(v) of the Company Letter;

(vi) modify, amend or terminate any material Contracts (including any Company Material Contract), if such modification, amendment or termination would be materially adverse to the Company, other than (i) customer Contracts or (ii) Contracts entered in the ordinary course of business consistent with past practice;

Table of Contents

(vii) implement or adopt any change in its accounting principles or accounting practices, in all cases other than as may be required by a change in generally accepted accounting principles or as recommended by the Company s outside auditors;

(viii) prepare or file any Tax Return inconsistent in any material respect with past practice or, on any such Tax Return, take any position, make any election, or adopt any method that is materially inconsistent with positions taken, elections made or methods used in preparing or filing similar Tax Returns in prior periods;

(ix) enter into any Contract that would restrict, after the Effective Time, Parent and its Subsidiaries (other than the Company and its Subsidiaries) with respect to engaging or competing in any line of business or in any geographic area; (x) enter into any Contract that would restrict, after the Effective Time, the Company and its Subsidiaries with respect to (A) engaging or competing in any of Parent s core businesses or in any geographic area or (B) pricing, to the extent such Contract contains a provision which restricts pricing in any of Parent s core businesses;

(xi) enter into any material Contract that contains a change of control provision which would be applicable to the Merger or the transactions contemplated by this Agreement;

(xii) take any action or omit to take any action that would reasonably be expected to cause any of its representations and warranties herein to become untrue, such that the condition set forth in Section 8.3(a) would fail to be satisfied; or

(xiii) authorize or enter into any Contract to do any of the foregoing.

(b) Conduct of Business by Parent Pending the Merger. During the period from the date of this Agreement until the Effective Time, except as expressly contemplated by this Agreement or as required by any Applicable Law, during such period, Parent shall not, and shall not permit any of its Subsidiaries or other controlled entities to, without the prior written consent of the Company (not to be unreasonably withheld or delayed):

(i) make any change in or amendment to Parent s Second Amended and Restated Certificate of Incorporation that changes any material term or provision of the Parent Shares;

(ii) make any material change in or amendment to Sub s Certificate of Incorporation;

Table of Contents

(iii) engage in any recapitalization, restructuring or reorganization with respect to Parent s capital stock, including by way of any extraordinary dividend on, or other extraordinary distributions with respect to, Parent s capital stock;

(iv) take any action or omit to take any action that would reasonably be expected to cause any of its representations and warranties herein to become untrue, such that the condition set forth in Section 8.2(a) would fail to be satisfied;

(v) enter into any agreement to acquire or purchase (whether by merger, acquisition of equity or assets, joint venture or otherwise) any Person or any interest in any Person if such acquisition or purchase would cause a material delay in or prevent the receipt of any antitrust or competition law approval necessary for the consummation of the Merger, unless prior to taking such action Parent reasonably determines that such action would not be reasonably expected to cause such effect; or

(vi) authorize or enter into any Contract to do any of the foregoing;

provided, however, that to the extent the restrictions provided in clauses (iv), (v) and (vi) apply to any Alliance, the obligations of Parent or any of its Subsidiaries or other controlled entities with respect to such restrictions shall be subject to applicable fiduciary duties and contractual restrictions with respect to such Alliance; and provided further that, unless it has received the prior written consent of the Company (not to be unreasonably withheld or delayed), Parent shall, and shall cause its Subsidiaries and other controlled entities to (to the extent it may do so under applicable fiduciary duties, contractual restrictions and Applicable Law), vote any voting equity interest it holds in any Alliance against any proposal by any Alliance to take any of the actions referred to in clauses (iv), (v) and (vi).

Section 6.2 No Solicitation. As of the date hereof, the Company shall not, nor shall it permit any of its Subsidiaries to, nor shall it or its Subsidiaries authorize or permit any of their respective officers, directors, employees, representatives or agents to, directly or indirectly, (i) solicit, initiate or knowingly encourage (including by way of furnishing non-public information) any inquiries regarding, or the making of any proposal which constitutes, any Takeover Proposal, (ii) enter into any letter of intent or agreement related to any Takeover Proposal other than a confidentiality agreement (each, an Acquisition Agreement) or (iii) participate in any discussions or negotiations regarding, or take any other action knowingly to facilitate any inquiries or the making of any proposal that constitutes, or that would reasonably be expected to lead to, any Takeover Proposal; provided, however, that if, at any time prior to the Company Stockholders Meeting, and without any breach of the terms of this Section 6.2(a), the Company receives a Takeover Proposal from any Person that in the good faith judgment of the Company s Board of Directors is, or is reasonably likely to lead to the delivery of, a Superior Proposal, the Company may (x) furnish information (including non-public information) with respect to the Company to any such Person pursuant to a confidentiality agreement containing confidentiality provisions no more favorable to such Person than those in the Confidentiality Agreement and (y) participate in negotiations with such Person regarding such Takeover Proposal. For purposes of this Agreement, Takeover Proposal means any inquiry, proposal or offer from any Person (other than Parent and its Affiliates) relating to any direct or indirect acquisition or purchase of

Table of Contents

25% or more of the assets of the Company and its Subsidiaries or 25% or more of the voting power of the capital stock of the Company or the capital stock of such Subsidiaries then outstanding, any tender offer or exchange offer that if consummated would result in any Person beneficially owning 25% or more of the voting power of the capital stock of the Company or the capital stock of such Subsidiaries then outstanding, or any merger, consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction involving the Company, other than the transactions with Parent and Sub contemplated by this Agreement. For purposes of this Agreement, a Superior Proposal means any bona fide Takeover Proposal made by any Person (other than Parent and its Affiliates) to acquire, directly or indirectly, for consideration consisting of cash and/or securities, more than 50% of the voting power of the Shares then outstanding or all or substantially all the assets of the Company and otherwise on terms which the Board of Directors of the Company determines in good faith would, if consummated, result in a transaction that would, or would be reasonably likely to, be more favorable to the stockholders of the Company (taking into account such factors as the Company s Board of Directors in good faith deems relevant, including the identity of the offeror and all legal, financial, regulatory and other aspects of the proposal, including the terms of any financing and the likelihood that the transaction will be consummated) than the transactions contemplated hereby.

(b) Except as set forth in Section 9.1(e), neither the Board of Directors of the Company nor any committee thereof shall (i) withdraw or modify, or propose to withdraw or modify, in a manner adverse to Parent, the approval or recommendation by such Board of Directors or such committee of the Merger or this Agreement; (ii) approve or recommend, or propose to approve or recommend, any Takeover Proposal; or (iii) authorize or permit the Company or any of its Subsidiaries to enter into any Acquisition Agreement.

(c) Nothing contained in this Section 6.2 shall prohibit the Company from complying with Rules 14d-9 or 14e-2 promulgated under the Exchange Act with respect to a Takeover Proposal.

(d) The Company agrees that it and its Subsidiaries shall, and the Company shall direct its and its Subsidiaries respective officers, directors, employees, representatives and agents to, immediately cease and cause to be terminated any activities, discussions or negotiations with any Persons with respect to any Takeover Proposal. The Company agrees that it will notify Parent promptly (but no later than 24 hours) if, to the Company s Knowledge, any Takeover Proposal is received by, any information is requested from, or any discussions or negotiations relating to a Takeover Proposal are sought to be initiated or continued with, the Company, its Subsidiaries, or their officers, directors, employees, representatives or agents. The notice shall indicate the name of the Person making such Takeover Proposal or taking such action and the material terms and conditions of any proposals or offers, and thereafter the Company shall keep Parent informed, on a current basis, of the status and terms of any such proposals or offers and the status of any such discussions or negotiations. The Company also agrees that it will promptly request each Person that has heretofore executed a confidentiality agreement in connection with any Takeover Proposal to return or destroy all confidential information heretofore furnished to such Person by or on behalf of it or any of its Subsidiaries.

Table of Contents

Section 6.3 Disclosure of Certain Matters; Delivery of Certain Filings. The Company shall promptly advise Parent orally and in writing if there exists a material breach of a representation or warranty contained herein or if there occurs, to the Knowledge of the Company, any change or event which results in the executive officers of the Company having a good faith belief that such change or event has resulted in, or is reasonably likely to result in, a material breach of a representation or warranty contained herein. Parent shall promptly advise the Company orally and in writing if there exists a material breach of a representation or warranty contained herein or if there occurs, to the Knowledge of Parent, any change or event which results in the executive officers of Parent having a good faith belief that such change or event has resulted in, or is reasonably likely to result in, a material breach of a representation or warranty contained herein. The Company shall provide to Parent, and Parent shall provide to the Company, copies of all filings made by the Company or Parent, as the case may be, with any Governmental Entity in connection with this Agreement and the transactions contemplated hereby.

Section 6.4 Conduct of Business of Sub Pending the Merger. During the period from the date of this Agreement through the Effective Time, Sub shall not engage in any activity or incur any liabilities or obligations of any nature except as expressly provided in or contemplated by this Agreement.

Section 6.5 NYSE Listing. Promptly after the date of this Agreement, Parent shall use its reasonable best efforts to cause the Parent Shares issuable in the Merger to be approved for listing on the NYSE, subject to official notice of issuance.

ARTICLE VII

ADDITIONAL AGREEMENTS

Section 7.1 Employee Benefits. (a) Parent agrees that, following the Effective Time, the employees of the Company and its Subsidiaries will be eligible to participate in the employee benefit plans of Parent on substantially the same terms and conditions of similarly situated employees of Parent or its Subsidiaries, as applicable. Parent will cause such employee benefit plans to take into account for purposes of benefit accrual, eligibility and vesting thereunder service by employees of the Company and its Subsidiaries as if such service were with Parent to the same extent that such service was credited under a comparable plan of the Company; provided, however, that, notwithstanding anything herein to the contrary, such employees shall not receive such credit for purposes of determining Service Related Contributions under the First Data Incentive Savings Plan or any defined benefit plan maintained by Parent or any of its Affiliates and provided, further, that with respect to those employees of the Company who are, prior to the Effective Time, eligible for and receiving a fifty percent (50%) employer matching contribution between 3% and 6% of such employee s compensation under the Company s 401(k) Plan (the Employer Match), following the Effective Time Parent shall increase the compensation of such employees in an amount to compensate such employees given that their participation in the First Data Incentive Savings Plan following the Effective Time will not allow for the Employer Match. Any restriction on coverage for pre-existing conditions or requirement for evidence of insurability under the employee benefit plans of Parent shall be waived, and employees of the Company and its Subsidiaries shall receive credit under the employee benefit plans of Parent for co-payments and payments under a deductible limit made by them and for

out-of-pocket maximums applicable to them during the plan year of the applicable Benefit Plan of the Company or any such Subsidiary in accordance with the corresponding employee benefit plans of Parent, provided that the amounts of such co-payments and payments and out-of-pocket maximums as of the Closing Date with respect to such employees shall be provided by the Company to Parent on the Closing Date. Parent shall, and shall cause the Surviving Corporation to, honor all binding compensation and employee benefit obligations to current and former employees under the Benefit Plans of the Company and its Subsidiaries and, to the extent set forth in the Company Letter, all employee severance plans (or policies) in existence on the date hereof and set forth in the Company Letter and all employment or severance agreements entered into by the Company or adopted by the Board of Directors of the Company prior to the date hereof and, in each case, previously disclosed to Parent. The severance benefits to be provided by Parent to employees of the Company and its Subsidiaries after the Effective Time shall be substantially as set forth in the Severance Plan attached in Item 7.1 of the Parent Letter.

(b) Nothing in this Agreement shall be interpreted as limiting the power of the Surviving Corporation or Parent to amend or terminate any particular Benefit Plan or Compensation Commitment or any other particular employee benefit plan, program, agreement or policy or as requiring the Surviving Corporation or Parent to offer to continue the employment of any employee of the Company or its Subsidiaries for any period of time or to offer to continue (other than as required by its written terms) any Compensation Commitment.

(c) Prior to the Effective Time, the Company s Board of Directors shall adopt resolutions terminating the Company s 401(k) Plan effective immediately prior to the Effective Time. After the Effective Time, employees of the Company and its Subsidiaries shall be entitled to elect to roll over any distributions they are eligible to receive from the Company s 401(k) Plan (including outstanding loans) to the First Data Corporation Incentive Savings Plan.

(d) The Company may implement a retention plan (the Retention Plan) for the benefit of those employees of the Company and its Subsidiaries selected by the Compensation Committee of the Board of Directors of the Company, which Retention Plan shall involve aggregate benefits to such employees equal to $10,000,000 (the Retention Plan Amount); provided, however, that not less than seventy-five percent (75%) of such retention benefits shall be in the form of cash and the remaining portion of such retention benefits shall be in the form of Parent Stock Options (the value of which shall be determined by the Black-Scholes valuation model on the date of grant) which shall be granted within 90 days after the Closing Date; and provided, further, that the allocation of such benefits among such employees shall be proposed by the Compensation Committee of the Board of Directors of the Company and shall be subject to the approval of Parent (which shall not be unreasonably withheld); and provided, further, that up to fifty percent (50%) of the Retention Plan Amount (consisting of cash) shall be payable to such employees on the Closing Date and the remaining portion of the Retention Plan Amount shall be payable no earlier than the six month anniversary of the Closing Date.

Section 7.2 Options. (a) As of the Effective Time, each outstanding Company Stock Option, whether or not exercisable and whether or not vested, under the Company Stock Plans, shall be converted into an option to purchase Parent Shares. Each Company Stock Option so converted shall be exercisable upon the same terms and conditions as under the applicable Company Stock Plan and the applicable option agreement issued thereunder, except that (i) each

Company Stock Option shall vest and become immediately exercisable at the Effective Time, (ii) each such Company Stock Option shall be exercisable for that whole number of Parent Shares (rounded to the nearest whole share) equal to the number of Shares subject to such Company Stock Option immediately prior to the Effective Time multiplied by the Exchange Ratio, and (iii) the option price per Parent Share shall be an amount equal to the option price per Share subject to such Company Stock Option in effect immediately prior to the Effective Time divided by the Exchange Ratio (the option price per share, as so determined, being rounded to the nearest whole cent).

(b) Parent shall (i) on or prior to the Effective Time, reserve for issuance the number of Parent Shares that will become subject to options to purchase Parent Shares (Parent Options) pursuant to Section 7.2(a), (ii) from and after the Effective Time, upon exercise of the Parent Options in accordance with the terms thereof, make available for issuance all Parent Shares covered thereby, (iii) at the Effective Time, assume the Company Stock Plans, with the result that all obligations of the Company under the Company Stock Plans, including with respect to Company Stock Options outstanding, at the Effective Time, shall be obligations of Parent following the Effective Time, and (iv) as promptly as practicable after the Effective Time, issue to each holder of an outstanding Company Stock Option a document evidencing the foregoing assumption by Parent.

(c) Promptly after the Effective Time, Parent shall file a registration statement on Form S-8 under the Securities Act covering the Parent Shares issuable upon the exercise of Parent Options created upon the assumption by Parent of Company Stock Options under Section7.2(a), and will maintain the effectiveness of such registration, and the current status of the prospectus contained therein, until the exercise or expiration of such Parent Options. Parent shall use reasonable best efforts to cause the Parent Shares issuable upon the exercise of Parent options created upon the assumption by Parent of Company Stock Options under Section 7.2(a) to be approved for listing on the NYSE promptly after the Effective Time.

Section 7.3 Stockholder Approval; Preparation of Proxy Statement; Other Actions. (a) As soon as practicable following the date of this Agreement, each of the Company and Parent will duly call, give notice of, convene and hold meetings of their respective stockholders (including any adjournments or postponements thereof, the Company Stockholders Meeting and the Parent Stockholders Meeting , respectively, and collectively, the Stockholders Meetings) for the purpose, in the case of the Company, of obtaining approval of the Agreement (Company Stockholder Approval) and, in the case of Parent, of obtaining approval of the issuance of Parent Shares in the Merger (Parent Stockholder Approval). Parent and the Company will use their reasonable best efforts to hold the Parent Stockholders Meeting and the Company Stockholders Meeting on the same date. The Company shall, through its Board of Directors (but subject to the right of the Company to terminate this Agreement as set forth in Section 9.1(e)), recommend to its stockholders that the Company Stockholder Approval be given. Parent shall, through its Board of Directors, recommend to its stockholders that the Parent Stockholder Approval be given. This Agreement shall be submitted to the Company s stockholders at the Company Stockholders Meeting whether or not the Board of Directors of the Company determines at any time that this Agreement is no longer advisable and recommends that stockholders reject it.

Table of Contents

(b) The Company and Parent shall promptly prepare and file with the SEC the Proxy Statement and Parent shall prepare (in consultation with the Company) and file with the SEC the Registration Statement which will include the Proxy Statement as a prospectus. Each of the Company and Parent shall use its reasonable best efforts to have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and use reasonable best efforts to keep the Registration Statement effective as long as is necessary to consummate the Merger. As promptly as practicable after the Registration Statement shall have become effective and the Proxy Statement shall have been cleared by the SEC, each of Parent and the Company shall use reasonable best efforts to distribute the Proxy Statement to its respective stockholders.

(c) No filing of, or amendment or supplement to, the Registration Statement or the Proxy Statement, and no correspondence with the SEC with respect thereto, will be made by Parent or the Company without providing the other party the opportunity to review and comment thereon. Parent will advise the Company, promptly after it receives notice thereof, of the time when the Registration Statement has become effective or any supplement or amendment has been filed, the issuance of any stop order, the suspension of the qualification of the Parent Shares issuable in connection with the Merger for offering or sale in any jurisdiction, or any request by the SEC for amendment of the Registration Statement or comments thereon and responses thereto or requests by the SEC for additional information. If at any time prior to the Effective Time any information relating to Parent or the Company, or any of their respective Affiliates, officers or directors, should be discovered by Parent or the Company which should be set forth in an amendment or supplement to any of the Registration Statement or the Proxy Statement, so that any of such documents would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party which discovers such information shall promptly notify the other parties hereto and an appropriate amendment or supplement describing such information shall be promptly filed with the SEC and, to the extent required by law, disseminated to the stockholders of Parent and the Company.

(d) Each of the Company and Parent each shall use commercially reasonable efforts to cause to be delivered a letter of its independent auditors, dated (i) the date two business days prior to the date on which the Registration Statement shall become effective and (ii) the Closing Date, and addressed to the other party and its directors, in form and substance customary for comfort letters delivered by independent public accountants in connection with registration statements similar to the Registration Statement.

Section 7.4 Access to Information. Upon reasonable notice and subject to the terms of the Confidentiality Agreement, dated as of February 18, 2003, between the Company and Parent, as the same may be amended, supplemented or modified (the Confidentiality Agreement), each of Company and Parent shall, and shall cause each of its respective Subsidiaries to, afford to the other party, and its respective officers, employees, accountants, counsel and other representatives all reasonable access, during normal business hours during the period prior to the Effective Time, to all their respective properties, books, contracts, commitments and records and, during such period, each of Company and Parent shall (and shall cause each of its respective Subsidiaries to) make available to the other party or its designated advisors (a) a copy of each report, schedule, registration statement and other document filed or received by it during such period pursuant to

Table of Contents

the requirements of the federal or state securities laws or the federal Tax laws and (b) all other information concerning its business, properties and personnel as the other party may reasonably request. Subject to Applicable Law, the Company further agrees to, and shall direct its Subsidiaries to, reasonably assist and cooperate with Parent in any integration planning to take effect after consummation of the Merger. In the event of a termination of this Agreement for any reason, each party shall promptly return or destroy, or cause to be returned or destroyed, all nonpublic information so obtained from the other party or any of its Subsidiaries.

Section 7.5 Fees and Expenses. Except as provided in this Section 7.5, all fees and expenses incurred in connection with the Merger, this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees or expenses, whether or not the Merger is consummated; provided, however, that Parent and the Company shall share equally all fees and expenses (other than attorneys and accounting fees and expenses) incurred in relation to the printing and filing of the Proxy Statement (including any related preliminary materials) and the Registration Statement (including financial statements and exhibits) and any amendments or supplements thereto.

Section 7.6 Public Announcements; Employee Communications. Parent and the Company will consult with each other before issuing any press release or otherwise making any public statements with respect to the transactions contemplated by this Agreement and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by Applicable Law, fiduciary duties or by obligations pursuant to any listing agreement with any national securities exchange.

Section 7.7 Transfer Taxes. The Company and Parent shall cooperate in the preparation, execution and filing of all returns, questionnaires, applications or other documents regarding any real property transfer or gains, sales, use, transfer, value added, stock transfer and stamp Taxes, any transfer, recording, registration and other fees and any similar Taxes which become payable by the Company, Parent or Sub in connection with the transactions contemplated by this Agreement (together with any related interest, penalties or additions to Tax, Transfer Taxes). All Transfer Taxes shall be paid by the Company and expressly shall not be a liability of any holder of Company Common Stock.

Section 7.8 State Takeover Laws. If any fair price or control share acquisition statute or other similar statute or regulation shall become applicable to the transactions contemplated hereby, Parent, Sub and the Company shall use reasonable best efforts to grant such approvals and take such actions as are necessary so that the transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to minimize the effects of any such statute or regulation on the transactions contemplated hereby.

Section 7.9 Indemnification; Directors and Officers Insurance. (a) To the fullest extent permitted by Applicable Law, for a period of not less than six years from the Effective Time (or, in the case of matters occurring at or prior to the Effective Time that have not been resolved prior to the sixth anniversary of the Effective Time, until such matters are finally resolved), Parent shall cause the Surviving Corporation to honor and indemnify under, and shall itself honor and indemnify under as if it were the Surviving Corporation, all rights to indemnification or

exculpation (including rights relating to advancement of expenses and indemnification rights to which such persons are entitled because they are serving as a director, officer, agent or employee of another entity at the request of the Company or any of its Subsidiaries), existing in favor of a director, officer, employee or agent (an Indemnified Person) of the Company or any of its Subsidiaries as provided in the Restated Certificate of Incorporation of the Company, the Bylaws of the Company or any indemnification agreement (copies of which agreements, if any, have been furnished to Parent prior to the date of this Agreement), in each case, as in effect on the date of this Agreement, and relating to actions or events through the Effective Time; provided, however, that the Surviving Corporation shall not be required to indemnify any Indemnified Person in connection with any proceeding (or portion thereof) to the extent involving any claim initiated by such Indemnified Person unless the initiation of such proceeding (or portion thereof) was authorized by the Board of Directors of the Company or unless such proceeding is brought by an Indemnified Person to enforce rights under this Section 7.9; provided further that any determination required to be made with respect to whether an Indemnified Person s conduct complies with the standards set forth under the DGCL, the Restated Certificate of Incorporation of the Company, the Bylaws of the Company or any such agreement, as the case may be, shall be made by independent legal counsel selected by such Indemnified Person and reasonably acceptable to Parent; and provided further that nothing in this Section 7.9 shall impair any rights of any Indemnified Person. Without limiting the generality of the preceding sentence, in the event that any Indemnified Person becomes involved in any actual or threatened action, suit, claim, proceeding or investigation covered by this Section 7.9 after the Effective Time, Parent shall, or shall cause the Surviving Corporation to, promptly advance to such Indemnified Person his or her legal and other expenses (including the cost of any investigation and preparation incurred in connection therewith), subject to the providing by such Indemnified Person of an undertaking, which shall not be required to be secured, to reimburse all amounts so advanced in the event of a nonappealable determination of a court of competent jurisdiction that such Indemnified Person is not entitled thereto.

(b) Parent shall, or shall cause the Surviving Corporation to, maintain the Company s existing officers and directors liability insurance (D&O Insurance) for a period of six years after the Effective Time so long as the annual premium therefor is not in excess of 300% of the last annual premium paid prior to the date hereof (the Current Premium); provided, however, that if the existing D&O Insurance expires, is terminated or cancelled during such six-year period or is at an annual premium in excess of 300% of the Current Premium, the Surviving Corporation will use its reasonable best efforts to obtain as much D&O Insurance as can be obtained for the remainder of such period for a premium not in excess of 300% (on an annualized basis) of the Current Premium. Item 7.9 of the Company Letter sets forth the last annual premium paid prior to the date hereof.

(c) The provisions of this Section 7.9 are intended to be for the benefit of, and shall be enforceable by, each Indemnified Person, his or her heirs and his or her personal representatives and shall be binding on all successors and assigns of Parent, the Company and the Surviving Corporation.

Section 7.10 Appropriate Actions; Consents; Filings. (a) The Company and Parent shall cooperate with each other and use (and shall cause their respective Subsidiaries to use) reasonable best efforts to take or cause to be taken all actions, and do or cause to be done all

Table of Contents

things, necessary, proper or advisable on its part under this Agreement and Applicable Laws to consummate and make effective the Merger and the other transactions contemplated by this Agreement as soon as practicable, including preparing and filing as promptly as practicable all documentation to effect all necessary notices, reports and other filings and to obtain as promptly as practicable all consents, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any third party and/or any Governmental Entity in order to consummate the Merger or any of the other transactions contemplated by this Agreement. If any administrative or judicial action or proceeding is instituted (or threatened to be instituted), including by a private party, to prohibit the Merger, the Company and Parent shall use their reasonable best efforts to avoid the institution of any such action or proceeding and to contest and resist any such action or proceeding and to have vacated, lifted, reversed or overturned any temporary, preliminary or permanent decree, judgment, injunction or other order that is in effect and that prohibits, prevents, delays or restricts consummation of the Merger (it being understood that the foregoing obligation of the parties hereto will cease in the event a permanent decree, judgment, injunction or other order is issued or is in effect that is non-appealable and prohibits, prevents, delays or restricts consummation of the Merger).

(b) Subject to Applicable Laws relating to the exchange of information, Parent and the Company shall have the right to review in advance, and to the extent practicable each will consult the other on, all the information relating to Parent or the Company, as the case may be, and any of their respective Subsidiaries, that appear in any filing made with, or written materials submitted to, any third party and/or any Governmental Entity in connection with the Merger and the other transactions contemplated by this Agreement. In exercising the foregoing right, each of the Company and Parent shall act reasonably and as promptly as practicable.

(c) Subject to Applicable Laws relating to the exchange of information, the Company and Parent each shall, upon request by the other, furnish the other with all information concerning itself, its Subsidiaries, directors, officers and stockholders and such other matters as may be reasonably necessary or advisable in connection with the Proxy Statement, the Registration Statement or any other statement, filing, notice or application made by or on behalf of Parent, the Company or any of their respective Subsidiaries to any third party and/or any Governmental Entity in connection with the Merger and the transactions contemplated by this Agreement.

(d) The Company and Parent each shall keep the other apprised of the status of matters relating to completion of the transactions contemplated hereby, including promptly furnishing the other with copies of notice or other communications received by Parent or the Company, as the case may be, or any of its Subsidiaries, from any third party and/or any Governmental Entity with respect to the Merger and the other transactions contemplated by this Agreement. The Company and Parent each shall give prompt notice to the other of any change that is reasonably likely to result in a Material Adverse Effect on the Company or Parent, respectively. Neither the Company nor Parent shall permit any of its officers, employees or any other representatives or agents to participate in any meeting with any Governmental Entity in respect of any filings, investigation or other inquiry relating to the Merger and the transactions contemplated by this Agreement unless it consults with the other party in advance and, to the extent permitted by such Governmental Entity, gives the other party the opportunity to attend and participate thereat.

(e) Parent does not intend to become, and shall use its reasonable best efforts to avoid becoming, a bank holding company or financial holding company under the Bank Act on an ongoing basis as a result of the Merger. The Company shall assist and cooperate with Parent (i) in the preparation and submission of any regulatory applications and filings with applicable Bank Regulatory Authorities that are reasonably necessary to give effect to such intent and (ii) in the pursuit of any other actions that are reasonably necessary to give effect to such intent, including without limitation assisting in obtaining consents and approvals for transfers and assignments of assets and liabilities of Concord EFS National Bank. The parties agree that such efforts may include, if necessary to effectuate the foregoing intent, the transfer of assets and liabilities of Concord EFS National Bank or other reorganization or restructuring of Concord EFS National Bank (collectively, a Bank Restructuring) either after or immediately prior to the Effective Time, provided that the parties shall use their reasonable best efforts to cause the Bank Restructuring to be consummated after the Effective Time. In no event shall the Company be obligated to transfer any asset or liability of Concord EFS National Bank or otherwise consummate any Bank Restructuring prior to the Effective Time unless and until all other conditions set forth in Article VIII have been satisfied or waived and the closing of the Merger will be completed immediately thereafter.

Section 7.11 Section 16 Matters. The Board of Directors of the Company and Parent shall, prior to the Effective Time, take all such actions as may be necessary or appropriate pursuant to Rule 16b-3(d) and Rule 16b-3(e) to exempt (i) the conversion of Shares into Parent Shares and the conversion of Company Stock Options into Parent Options and (ii) the acquisition of Parent Shares and the right to receive Parent Shares (including pursuant to Parent Options) pursuant to the terms of this Agreement by officers and directors of the Company subject to the reporting requirements of Section 16(a) of the Exchange Act or by employees or directors of the Company who may become an officer or director of Parent subject to the reporting requirements of Section16(a) of the Exchange Act. Parent and the Company shall provide to counsel to the other party copies of the resolutions to be adopted by the respective Boards of Directors to implement the foregoing.

Section 7.12 Affiliate Letters. As promptly as practicable, the Company shall deliver to Parent a letter identifying all Persons who are, at the time this Agreement is submitted for adoption by the stockholders of the Company, affiliates of the Company for purposes of Rule 145 under the Securities Act. The Company shall use reasonable best efforts to deliver or cause to be delivered to Parent, prior to the Effective Time, an Affiliate Letter in the form attached hereto as Exhibit A from each such Person.

Section 7.13 Board of Directors Representative. At or prior to the Effective Time, Parent shall expand its Board of Directors by one member and, immediately after the Effective Time, appoint to fill such vacancy an existing director of the Company to be mutually agreed upon by Parent and the Company.

Table of Contents

ARTICLE VIII

CONDITIONS PRECEDENT

Section 8.1 Conditions to Each Party s Obligation to Effect the Merger. The respective obligations of each party to effect the Merger shall be subject to the fulfillment at or prior to the Effective Time of the following conditions:

(a) Stockholder Approval. Each of the Parent Stockholder Approval and the Company Stockholder Approval shall have been obtained.

(b) No Prohibition. No Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, law, ordinance, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) that is in effect and prohibits consummation of the Merger (collectively, an Order), and no federal or state Governmental Entity shall have instituted any proceeding that is pending seeking any such Order.

(c) Stock Exchange Listing. The Parent Shares issuable in the Merger shall have been authorized for listing on the NYSE, subject to official notice of issuance.

(d) Securities Approval. The Registration Statement shall have become effective in accordance with the provisions of the Securities Act and all applicable material state blue sky securities filings, permits or approvals shall have been made or received in accordance with Applicable Law. No stop order suspending the effectiveness of the Registration Statement shall have been issued by the SEC or any state securities administrator and no proceedings for that purpose shall be pending, or to the Knowledge of Parent or the Company, threatened by the SEC or any state securities administrator.

(e) Regulatory Consents. The waiting period applicable to the consummation of the Merger under the HSR Act shall have expired or been terminated and, other than the filing provided for in Section 2.3, all notices, reports and other filings required to be made prior to the Effective Time by the Company or Parent or any of their respective Subsidiaries with, and all consents, registrations, approvals, permits and authorizations required to be obtained prior to the Effective Time by the Company or Parent or any of their respective Subsidiaries from, any Governmental Entity in connection with the execution and delivery of this Agreement and the consummation of the Merger and the other transactions contemplated hereby by the Company, Parent and Sub shall have been made or obtained (as the case may be), except for those the failure to be made or obtained would not have a Material Adverse Effect on the Company or, after giving effect to the Merger, Parent.

Section 8.2 Conditions to the Obligations of the Company to Effect the Merger. The obligation of the Company to effect the Merger shall be subject to the fulfillment at or prior to the Effective Time of the following additional conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Parent and Sub set forth in Sections 5.3 (Capital Structure) and 5.4 (Authority) shall be true and correct with respect to those matters that are qualified by Material Adverse Effect or materiality and shall be true and correct in all material respects with respect to those

matters that are not so qualified, in each case as of the Effective Time as though made on and as of the Effective Time (except to the extent any such representation and warranty expressly speaks as of a specified date). The representations and warranties of Parent and Sub set forth in this Agreement, other than those listed in the preceding sentence, shall be true and correct at the Effective Time unless the inaccuracies (without giving effect to any materiality or Material Adverse Effect qualifications or exceptions contained therein) in respect of such representations and warranties, taking all the inaccuracies in respect of all such representations and warranties together in their entirety, do not result in a Material Adverse Effect on Parent; provided, however, that representations and warranties that expressly speak as of a specified date shall only be true and correct to such extent as of such date. The Company shall have received a certificate signed on behalf of Parent and Sub by a duly authorized officer of Parent to such effect.

(b) Performance of Obligations. Parent and Sub shall have performed in all material respects all material obligations and complied in all material respects with all material agreements and covenants of Parent and Sub to be performed and complied with by them under this Agreement.

(c) Tax Opinion. The Company shall have received an opinion dated the Closing Date, in form and substance reasonably satisfactory to the Company, of Kirkland & Ellis, special counsel to the Company, or other law firm of national standing, to the effect that the Merger will be treated for federal income Tax purposes as a reorganization within the meaning of Section368(a) of the Code, and that each of Parent, Sub and the Company will be a party to that reorganization within the meaning of Section 368(b) of the Code. In rendering such opinion, Kirkland & Ellis (or other law firm of national standing) may rely upon representations contained herein and representations from the Company substantially to the effect of the representations in the Parent Tax Certificate attached to the Parent Letter and representations from the Company substantially to the effect of the representations in the Company Tax Certificate attached to the Company Letter.

Conditions to the Obligations of Parent and Sub to Effect the Merger. The obligations of Parent and Sub to effect the Merger shall be subject to the fulfillment at or prior to the Effective Time of the following additional conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of the Company set forth in Sections 4.3 (Capital Structure) and 4.4 (Authority) shall be true and correct with respect to those matters that are qualified by Material Adverse Effect or materiality and shall be true and correct in all material respects with respect to those matters that are not so qualified, in each case as of the Effective Time as though made on and as of the Effective Time (except to the extent any such representation and warranty expressly speaks as of a specified date). The representations and warranties of the Company set forth in this Agreement, other than those listed in the preceding sentence, shall be true and correct at the Effective Time unless the inaccuracies (without giving effect to any materiality or Material Adverse Effect qualifications or exceptions contained therein) in respect of such representations and warranties, taking all the inaccuracies in respect of all such representations and warranties together in their entirety, do not result in a Material Adverse Effect on the Company; provided, however, that representations and warranties that expressly speak as of a specified date shall only

be true and correct to such extent as of such date. Parent shall have received a certificate signed on behalf of the Company by a duly authorized officer of the Company to such effect.

(b) Performance of Obligations. The Company shall have performed in all material respects all material obligations and complied in all material respects with all material agreements and covenants of the Company to be performed and complied with by it under this Agreement.

(c) Avoidance of Bank Holding Company Treatment. Parent shall be reasonably satisfied that neither Parent nor any of its Subsidiaries shall become a bank holding company or financial holding company under the Bank Act on an ongoing basis as a result of the Merger.

(d) Certain Consents. In obtaining any approval or consent required to consummate the transactions contemplated by this Agreement, no Governmental Entity shall have imposed or shall have sought to impose any condition, penalty or requirement which would have a Material Adverse Effect on the Company or, after giving effect to the Merger, Parent.

(e) Consents Under Agreements. The Company shall have obtained the consent or approval of each Person whose consent or approval shall be required under any Contract to which the Company or any of its Subsidiaries is a party, except those for which the failure to obtain such consent of approval would not have a Material Adverse Effect on the Company or, after giving effect to the Merger, Parent.

(f) Tax Opinion. Parent shall have received an opinion dated the Closing Date, in form and substance reasonably satisfactory to Parent, of Sidley Austin Brown & Wood, special counsel to Parent, or other law firm of national standing, to the effect that the Merger will be treated for federal income Tax purposes as a reorganization within the meaning of Section 368(a) of the Code, and that each of Parent, Sub and the Company will be a party to that reorganization within the meaning of Section 368(b) of the Code. In rendering such opinion, Sidley Austin Brown & Wood (or other law firm of national standing) may rely upon representations contained herein and representations from Parent substantially to the effect of the representations in the Parent Tax Certificate attached to the Parent Letter and representations from the Company substantially to the effect of the representations in the Company Tax Certificate attached to the Company Letter.

ARTICLE IX

TERMINATION AND AMENDMENT

Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after the Company Stockholder Approval or the Parent Stockholder Approval:

(a) by mutual written consent of Parent, Sub and the Company;

(b) by either Parent or the Company if any Governmental Entity of competent jurisdiction shall have issued an order, decree or ruling or taken any other action permanently

enjoining, restraining or otherwise prohibiting the Merger and such order, decree or ruling or other action shall have become final and nonappealable;

(c) by Parent if there has been a breach of any representation, warranty, covenant or other agreement made by the Company in this Agreement, or any such representation and warranty shall have become untrue after the date of this Agreement, in each case such that Section 8.3(a) or Section 8.3(b) would not be satisfied and such breach or condition is not curable or, if curable, is not cured within 30 days after written notice thereof is given by Parent to the Company;

(d) by Parent if (i) the Board of Directors of the Company shall not have recommended, or the Board of Directors of the Company or any committee thereof shall have modified in any manner adverse to Parent or Sub its recommendation of, this Agreement and the Merger or (ii) the Board of Directors of the Company (or any committee thereof) shall have approved or recommended any Takeover Proposal;

(e) by the Company if (A) the Board of Directors of the Company authorizes the Company, subject to complying with the terms of this Agreement, to enter into a definitive agreement concerning a transaction that constitutes a Superior Proposal and the Company notifies Parent in writing that it intends to enter into such an agreement, (B) Parent does not make, within three business days of receipt of the Company s written notification of its intention to enter into a definitive agreement for a Superior Proposal, an offer that the Board of Directors of the Company determines, in good faith after consultation with its financial advisors, is at least as favorable, in the aggregate, to the stockholders of the Company as the Superior Proposal and (C) the Company prior to or concurrently with such termination pays to Parent in immediately available funds the Termination Fee. The Company agrees (x) that it will not enter into a definitive agreement referred to in clause (A) above until at least the fourth business day after it has provided the notice to Parent required thereby and (y) to notify Parent promptly in writing if its intention to enter into a definitive agreement referred to in its notification shall change at any time after giving such notification;

(f) by the Company if there has been a breach of any representation, warranty, covenant or other agreement made by Parent or Sub in this Agreement, or any such representation and warranty shall have become untrue after the date of this Agreement, in each case such that Section 8.2(a) or Section 8.2(b) would not be satisfied and such breach or condition is not curable or, if curable, is not cured within 30 days after written notice thereof is given by the Company to Parent;

(g) by the Company if the Board of Directors of Parent shall not have recommended or shall have modified in any manner adverse to the Company its recommendation of the issuance of Parent Shares in connection with the Merger;

(h) by either the Company or Parent if (i) at the Company Stockholders Meeting the Company Stockholder Approval shall not have been obtained, or (ii) at the Parent Stockholders Meeting the Parent Stockholder Approval shall not have been obtained; or

Table of Contents

(i) by either Parent or the Company, if the Merger shall not have been consummated by October 31, 2003 (the End Date) or, if all of the conditions of Article VIII other than Section 8.1(e) shall have been satisfied, or are capable of being satisfied, by such date, January 31, 2004 (the Extended End Date); provided, however, that the right to terminate this Agreement under this Section 9.1(i) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of or resulted in the failure of the Merger to occur on or before the End Date or Extended End Date, as applicable.

Section 9.2 Effect of Termination. (a) In the event of a termination of this Agreement by either the Company or Parent as provided in Section 9.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of Parent, Sub or the Company or their respective officers or directors, except with respect to Section 4.21, Section 5.18, Section 7.5, this Section 9.2 and Article X and the last sentence of Section 7.4; provided, however, that nothing herein shall relieve any party for liability for any willful or knowing breach hereof.

(b) In the event that this Agreement is terminated (i) by Parent pursuant to Section 9.1(d)(ii) or (ii) by the Company pursuant to Section 9.1(e), then the Company shall, in the case of clause (i), one business day after the date of such termination or, in the case of clause (ii), on the date of such termination, pay to Parent, by wire transfer of immediately available funds, the amount of $210,000,000 (the Termination Fee).

(c) In the event that (i) after the date hereof a Takeover Proposal shall have been publicly disclosed or any Person shall have publicly disclosed that, subject to the Merger being disapproved by the Company s stockholders or otherwise rejected, it will make a Takeover Proposal with respect to the Company and thereafter, in each case, this Agreement is terminated by Parent or the Company pursuant to Section 9.1(h)(i) or (ii) this Agreement is terminated by Parent pursuant to Section 9.1(d)(i), and, in the case of both clause (i) and clause (ii), concurrently with such termination or within nine months of such termination the Company enters into a definitive agreement with respect to a Takeover Proposal or consummates a Takeover Proposal, then the Company shall, upon the earlier of entering into a definitive agreement with respect to a Takeover Proposal or consummating a Takeover Proposal, pay to Parent, by wire transfer of immediately available funds, the Termination Fee.

(d) In the event that this Agreement is terminated by the Parent or Company: (i) pursuant to Section 9.1(b) due to the entry of a permanent order, decree or ruling enjoining, restraining or otherwise prohibiting the Merger on antitrust grounds; or (ii) pursuant to Section 9.1(i) in the event that the Merger shall not have been consummated by the Extended End Date solely as a result of the failure to obtain necessary antitrust approvals, then, in either case, Parent shall, one business day after the date of such termination by the Company or on the date of such termination by Parent, pay the Company, by wire transfer of immediately available funds, a fee equal to $25,000,000.

(e) The Company and Parent acknowledge that the agreements contained in Sections 9.2(b), 9.2(c) and 9.2(d) are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, Parent or the Company, as applicable, would not enter into this Agreement; accordingly, if Parent or the Company, as applicable, fails to promptly

pay the amount due pursuant to Section 9.2(d) or Sections 9.2(b) and 9.2(c), as the case may be, and, in order to obtain such payment, the Company or Parent, as applicable, commences a suit which results in a judgment against Parent or the Company, as applicable, for any of the fee set forth in Section 9.2(d) or the Termination Fee set forth in Sections 9.2(b) and 9.2(c), as the case may be, Parent or the Company, as applicable, shall pay to the Company or Parent, as applicable, its costs and expenses (including attorneys fees) in connection with such suit, together with interest on the amount of such fee or Termination Fee, as the case may be, at the prime rate of Citibank, N.A. in effect on the date such payment was required to be made.

Section 9.3 Amendment. This Agreement may be amended by the parties hereto at any time prior to the Effective Time (either before or after obtaining the Company Stockholder Approval or the Parent Stockholder Approval), but if (i) the Company Stockholder Approval shall have been obtained, thereafter no amendment shall be made which by law requires further approval by the Company s stockholders without obtaining such further approval or (ii) the Parent Stockholder Approval shall have been obtained, thereafter no amendment shall be made which by law requires further approval by Parent s stockholders without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 9.4 Extension; Waiver. At any time prior to the Effective Time, the parties hereto, by action taken or authorized by their respective Board of Directors, may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or (iii) waive compliance with any of the agreements or conditions contained herein; provided, however, that such extension or waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights.

ARTICLE X

GENERAL PROVISIONS

Section 10.1 Non-Survival of Representations and Warranties and Agreements. None of the representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time. This Section 10.1 shall not limit any covenant or agreement of the parties which by its terms contemplates performance after the Effective Time of the Merger.

Section 10.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally, one day after being delivered to a nationally recognized overnight courier or when sent by facsimile (with a confirmatory copy sent by such overnight courier) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

Table of Contents

(a) if to Parent or Sub, to:

First Data Corporation

6200 South Quebec Street

Greenwood Village, CO 80111

Attn: Charles T. Fote

Fax No.: (303) 488-8292

with a copy to:

First Data Corporation

10825 Old Mill Road, M-10

Omaha, NE 68154

Attn: Michael T. Whealy

Fax No.: (402) 222-5256

and:

Sidley Austin Brown & Wood

Bank One Plaza

10 South Dearborn Street

Chicago, Illinois 60603

Attn: Frederick C. Lowinger

Paul L. Choi

Michael A. Gordon

Fax No.: (312) 853-7036

(b) if to the Company, to:

Concord EFS, Inc.

5775 Summer Trees Drive

Memphis, Tennessee 38134

Attn: J. Richard Buchignani, Esq.

Fax No.: (901) 381-5575

with copies to:

Kirkland & Ellis

200 East Randolph Drive

Chicago, Illinois 60601

Attn: Jack S. Levin, P.C.

Carter W. Emerson, P.C.

R. Scott Falk

Fax No.: (312) 861-2200

Section 10.3 Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or

more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

Section 10.4 Entire Agreement; No Third-Party Beneficiaries. Except for the Confidentiality Agreement, this Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement, except for the provisions of Section 7.9, is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

Section 10.5 Governing Law and Venue; Waiver of Jury Trial. (a) **THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF**. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America located in the State of Delaware solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Delaware State or federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 10.2 or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.5.

Table of Contents

Section 10.6 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties; provided, however, that Parent may assign Sub s rights and obligations, in whole or in part, under this Agreement to Parent or any other wholly owned direct Subsidiary of Parent. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 10.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement may be consummated as originally contemplated to the fullest extent possible.

Section 10.8 Remedies. In addition to any remedy to which any party hereto is specifically entitled by the terms hereof, each party shall be entitled to pursue any other remedy available to it at law or in equity (including damages, specific performance or other injunctive relief) in the event that any of the provisions of this Agreement were not performed in accordance with their terms or were otherwise breached.

Section 10.9 Obligations of Subsidiaries. Whenever this Agreement requires any Subsidiary of Parent (including Sub) or of the Company to take any action, such requirement shall be deemed to include an undertaking on the part of Parent or the Company, as the case may be, to cause such Subsidiary to take such action.

Table of Contents

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

FIRST DATA CORPORATION

By: /s/ CHARLES T. FOTE

Name: Charles T. Fote
Title: Chief Executive Officer and Chairman of the Board

MONACO SUBSIDIARY CORPORATION

By: /s/ CHARLES T. FOTE

Name: Charles T. Fote
Title: Director

CONCORD EFS, INC.

By: /s/ DAN M. PALMER

Name: Dan M. Palmer
Title: Co-Chief Executive Officer

Table of Contents

ANNEX B

April 1, 2003

Board of Directors

First Data Corporation

6200 South Quebec Street

Greenwood Village, CO 80111

Members of the Board:

Concord EFS, Inc. (Concord), First Data Corporation (First Data) and Concord Subsidiary Corporation, a wholly- owned subsidiary of First Data (the Acquisition Sub), propose to enter into an Agreement and Plan of Merger (the Agreement), pursuant to which Acquisition Sub will be merged with and into Concord in a transaction (the Merger) in which each outstanding share of Concord common stock, par value $0.33 per share (the Concord Shares), other than shares of Concord owned by First Data, Acquisition Sub, Concord or any wholly-owned subsidiary of First Data or Concord (excluding any such shares held in a fiduciary, collateral, custodial or similar capacity), will be converted into 0.40 of a share (the Exchange Ratio) of the common stock, $0.01 par value, of First Data (the First Data Shares), all as more fully set forth in the Agreement.

You have asked us whether, in our opinion, the Exchange Ratio is fair from a financial point of view to First Data.

In arriving at the opinion set forth below, we have, among other things:

(1) Reviewed certain publicly available business and financial information relating to First Data and Concord that we deemed to be relevant;

(2) Reviewed certain information, including financial forecasts, relating to the respective businesses, earnings, cash flow, assets, liabilities and prospects of First Data and Concord furnished to us by senior management of First Data and Concord, as well as the amount and timing of the cost savings, revenue enhancements and related expenses expected to result from the Merger (the Expected Synergies) furnished to us by senior management of First Data and Concord, respectively;

(3) Conducted discussions with members of senior management and representatives of First Data and Concord concerning the matters described in clauses (1) and (2) above, as well as their respective businesses and prospects before and after giving effect to the Merger and the Expected Synergies;

(4) Reviewed the market prices and valuation multiples for the First Data Shares and the Concord Shares and compared them with those of certain publicly traded companies that we deemed to be relevant;

(5) Reviewed the respective publicly reported financial condition and results of operations of First Data and Concord and compared them with those of certain publicly traded companies that we deemed to be relevant;

(6) Compared the proposed financial terms of the Merger with the financial terms of certain other transactions that we deemed to be relevant;

Table of Contents

(7) Participated in certain discussions and negotiations among representatives of First Data and Concord and their respective financial and legal advisors with respect to the Merger;

(8) Reviewed the potential pro forma impact of the Merger;

(9) Reviewed a draft of the Agreement dated March 31, 2003 and

(10) Reviewed such other financial studies and analyses and took into account such other matters as we deemed necessary, including our assessment of general economic, market and monetary conditions.

In preparing our opinion, we have assumed and relied on the accuracy and completeness of all information supplied or otherwise made available to us, discussed with or reviewed by or for us, or publicly available, and we have not assumed any responsibility for independently verifying such information or undertaken an independent evaluation or appraisal of any of the assets or liabilities of First Data or Concord or been furnished with any such evaluation or appraisal (other than two preliminary identifiable asset valuation reports with respect to Concord prepared by independent valuation consultants retained by First Data) nor have we evaluated the solvency or fair value of Concord or First Data under any state or federal laws relating to bankruptcy, insolvency or similar matters. In addition, we have not assumed any obligation to conduct, nor have we conducted, any physical inspection of the properties or facilities of First Data or Concord. With respect to the financial and operating information, including without limitation, financial forecasts, valuations of contingencies, future economic conditions, and the Expected Synergies, furnished to or discussed with us by First Data and Concord, we have assumed that all such information has been reasonably prepared and reflect the best currently available estimates and judgments of the senior management of First Data and Concord as to the future financial and operating performance of First Data, Concord or the combined entity, as the case may be, and the Expected Synergies. We have further assumed that the Merger will qualify as a tax-free reorganization for U.S. federal income tax purposes. We have also assumed that the final form of the Agreement will be substantially similar to the last draft reviewed by us.

Our opinion is necessarily based upon market, economic and other conditions as in effect on, and on the information made available to us as of, the date hereof. For the purposes of rendering this opinion, we have assumed that the Merger will be consummated substantially in accordance with the terms set forth in the Agreement, including in all respects material to our analysis, that the representations and warranties of each party in the Agreement and in all related documents and instruments (collectively, the Documents) that are referred to therein are true and correct, that each party to the Documents will perform all of the covenants and agreements required to be performed by such party under such Documents and that all conditions to the consummation of the Merger will be satisfied without waiver thereof. We have also assumed that, in the course of obtaining the necessary regulatory or other consents or approvals (contractual or otherwise) for the Merger, no restrictions, including any divestiture requirements or amendments or modifications, will be imposed that will have a material adverse effect on the future results of operations or financial condition of First Data, Concord, or the combined entity, as the case may be, or on the contemplated benefits of the Merger, including the Expected Synergies.

We have been retained by the Board of Directors of First Data to act as financial advisor to First Data in connection with the Merger and will receive a fee from First Data for our services, a significant portion of which is contingent upon the consummation of the Merger. In addition, First Data has agreed to indemnify us for certain liabilities arising out of our engagement. We have in the past provided financial advisory, investment banking and other services to First Data and Concord and have received fees for the rendering of such services, and we may continue to provide such services in the future. In addition, in the ordinary course of our business, we may actively trade the First Data Shares and other securities of First Data and its affiliates and the Concord Shares and other securities of Concord and its affiliates for our own account and for the accounts of our customers, and, accordingly, may at any time hold long or short positions in such securities.

Table of Contents

This opinion is for the use and benefit of the Board of Directors of First Data. It is further understood that this opinion will not be reproduced, summarized, described or referred to or given to any person without Merrill Lynch s prior written consent. Our opinion does not address the merits of the underlying decision by First Data to engage in the Merger and does not constitute a recommendation to any shareholder of First Data as to how such shareholder should vote on the proposed Merger or any other matter related thereto. In addition, you have not asked us to address, and this opinion does not address, the fairness to, or any other consideration of, the holders of any class of securities, creditors or other constituencies of First Data.

We have not considered, nor are we expressing any opinion herein with respect to, the prices at which First Data Shares or Concord Shares will trade following the announcement of the Merger or the price at which First Data Shares will trade following the consummation of the Merger.

On the basis of and subject to the foregoing, we are of the opinion that, as of the date hereof, the Exchange Ratio is fair, from a financial point of view, to First Data.

Very truly yours,

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

/s/ Merrill Lynch, Pierce, Fenner & Smith Incorporated

Table of Contents

ANNEX C

April 1, 2003

The Board of Directors

First Data Corporation

6200 South Quebec Street

Greenwood Village, CO 80111

Members of the Board of Directors:

You have requested our opinion as to the fairness, from a financial point of view, to First Data Corporation (the Company) of the Exchange Ratio (as defined below) in the proposed merger (the Merger) of a wholly-owned subsidiary (Merger Sub) of the Company with and into Concord EFS, Inc (the Merger Partner). Pursuant to the Agreement and Plan of Merger (the Agreement), among the Company, Merger Sub and the Merger Partner, the Merger Partner will become a wholly-owned subsidiary of the Company, and each outstanding share of common stock, par value $0.33 1/3 per share, of the Merger Partner (the Merger Partner Common Stock), other than shares of Merger Partner Common Stock owned by the Company, Merger Sub, the Merger Partner or any wholly owned subsidiary of the Company or Merger Partner (excluding any such shares held in a fiduciary, collateral, custodial or similar capacity), will be converted into the right to receive 0.40 shares (the Exchange Ratio) of the Company s common stock, par value $0.01 per share (the Company Common Stock), plus cash in respect of any fractional shares.

In arriving at our opinion, we have (i) reviewed a draft dated March 31, 2003 of the Agreement; (ii) reviewed certain publicly available business and financial information concerning the Merger Partner and the Company and the industries in which they operate; (iii) compared the proposed financial terms of the Merger with the publicly available financial terms of certain transactions involving companies we deemed relevant and the consideration received for such companies; (iv) compared the financial and operating performance of the Merger Partner and the Company with publicly available information concerning certain other companies we deemed relevant and reviewed the current and historical market prices and valuation multiples of the Merger Partner Common Stock and the Company Common Stock and certain publicly traded securities of such other companies; (v) reviewed certain internal financial analyses and forecasts prepared by the managements of the Merger Partner and the Company, respectively, relating to the business of the Merger Partner and such analyses and forecasts prepared by management of the Company relating to its business, as well as the estimated amount and timing of the cost savings and related expenses and synergies expected to result from the Merger (the Estimated Synergies); and (vi) performed such other financial studies and analyses and considered such other information (including, among other things, two preliminary identifiable intangible asset valuation reports with respect to the Merger Partner prepared by independent valuation consultants retained by the Company (the Preliminary Valuation Reports)) as we deemed appropriate for the purposes of this opinion.

Table of Contents

In addition, we have held discussions with certain members of the management of the Merger Partner and the Company with respect to certain aspects of the Merger, and the past and current business operations of the Merger Partner and the Company, the financial condition and future prospects and operations of the Merger Partner and the Company, the effects of the Merger on the financial condition and future prospects of the Company (including the Estimated Synergies), and certain other matters we believed necessary or appropriate to our inquiry.

In giving our opinion, we have relied upon and assumed, without independent verification, the accuracy and completeness of all information that was publicly available or was furnished to us by the Company and the Merger Partner or otherwise reviewed by us, and we have not assumed any responsibility or liability therefor. We have not conducted any valuation or appraisal of any assets or liabilities, nor have any such valuations or appraisals been provided to us (other than the Preliminary Valuation Reports), and we have not evaluated the solvency or fair value of the Company or the Merger Partner under any state or federal laws relating to bankruptcy, insolvency or similar matters. In addition, we have not assumed any obligation to conduct, and have not conducted, any physical inspection of the properties or facilities of the Company or the Merger Partner. In relying on financial and operating information, including without limitation, financial analyses and forecasts, valuations of contingencies, future economic conditions, and the Estimated Synergies, provided to or discussed with us by the Company and the Merger Partner, we have assumed that they have been reasonably prepared based on assumptions reflecting the best currently available estimates and judgments by management as to the expected future results of operations and financial condition of the Merger Partner and the Company or the combined entity, as the case may be, and the Estimated Synergies. We have also assumed that the Merger will qualify as a tax-free reorganization for United States federal income tax purposes, and that the other transactions contemplated by the Agreement will be consummated as described in the Agreement. We have relied as to all legal matters relevant to rendering our opinion upon the advice of counsel. We have also assumed that the definitive Agreement will not differ in any material respects from the draft thereof furnished to us. We have further assumed that all material governmental, regulatory or other consents and approvals necessary for the consummation of the Merger will be obtained without any adverse effect on the Merger Partner or the Company or on the contemplated benefits of the Merger.

Our opinion is necessarily based on economic, market and other conditions as in effect on, and the information made available to us as of, the date hereof. It should be understood that subsequent developments may affect this opinion and that we do not have any obligation to update, revise, or reaffirm this opinion. Our opinion is limited to the fairness, from a financial point of view, to the Company of the Exchange Ratio in the proposed Merger and we express no opinion as to the underlying decision by the Company to engage in the Merger. We are expressing no opinion herein as to the price at which the Company Common Stock or the Merger Partner Common Stock will trade at any future time, including upon announcement and consummation of the Merger.

We have acted as financial advisor to the Company with respect to the proposed Merger and will receive a fee from the Company for our services. We will also receive an additional fee if the proposed Merger is consummated. In the past, we and our affiliates have provided a variety of investment banking and commercial banking services to the Company for customary compensation, and one of our commercial banking affiliates is a lender to the Company. In

Table of Contents

addition, certain of our affiliates are engaged on an ongoing basis in vendor-client, joint venture and outsourcing relationships with the Company relating to such affiliates= merchant processing services and retail banking businesses. In the ordinary course of our businesses, we and our affiliates may actively trade the debt and equity securities of the Company or the Merger Partner for our own account or for the accounts of customers and, accordingly, we may at any time hold long or short positions in such securities.

On the basis of and subject to the foregoing, it is our opinion as of the date hereof that the Exchange Ratio in the proposed Merger is fair, from a financial point of view, to the Company.

This letter is provided to the Board of Directors of the Company in connection with and for the purposes of its evaluation of the Merger. This opinion does not constitute a recommendation to any shareholder of the Company as to how such shareholder should vote with respect to the Merger or any other matter. This opinion may not be disclosed, referred to, or communicated (in whole or in part) to any third party for any purpose whatsoever except with our prior written approval. This opinion may be reproduced in full in any proxy or information statement mailed to shareholders of the Company but may not otherwise be disclosed publicly in any manner without our prior written approval.

Very truly yours,

J.P. MORGAN SECURITIES INC.

/s/ J.P. Morgan Securities Inc.

Table of Contents

ANNEX D

PERSONAL AND CONFIDENTIAL

April 1, 2003

Board of Directors

Concord EFS, Inc.

2525 Horizon Lake Drive

Memphis, TN 38133

Madame and Gentlemen:

You have requested our opinion as to the fairness from a financial point of view to the holders of the outstanding shares of Common Stock, par value $0.33 1/3 per share (the Shares), of Concord EFS, Inc. (the Company) of the exchange ratio of 0.40 shares of Common Stock, par value $0.01 per share (the First Data Shares), of First Data Corporation (First Data) to be received for each Share (the Exchange Ratio) pursuant to the Agreement and Plan of Merger, dated as of April 1, 2003 (the Agreement), among First Data, Monaco Subsidiary Corporation and the Company.

Goldman, Sachs & Co., as part of its investment banking business, is continually engaged in performing financial analyses with respect to businesses and their securities in connection with mergers and acquisitions, negotiated underwritings, competitive biddings, secondary distributions of listed and unlisted securities and private placements as well as for estate, corporate and other purposes. We are familiar with the Company having provided certain investment banking services to the Company from time to time, including having acted as joint lead manager on a $1.2 billion follow-on Common Stock offering of the Company in June 1999, having acted as joint book-runner on a $1.3 billion follow-on Common Stock offering of the Company in June 2001, having acted as an agent on the Company s share repurchase program and having acted as its financial advisor in connection with, and having participated in certain of the negotiations leading to, the Agreement. We also have provided certain investment banking services to First Data from time to time, including having acted as co-manager on a $900 million Global Notes offering in November 2001. We also may provide investment banking services to the Company and First Data in the future. Goldman, Sachs & Co. provides a full range of financial advisory, financing and securities services and, in the course of its normal trading activities, may from time to time effect transactions and hold positions in securities, including derivative securities, of the Company or First Data for its own account and for the accounts of customers. As of the date hereof, entities affiliated with The Goldman Sachs Group, Inc., which is the parent of Goldman, Sachs & Co., have accumulated various trading positions in the Shares and the First Data Shares and have an indirect investment in a subsidiary of First Data and certain First Data warrants.

In connection with this opinion, we have reviewed, among other things, the Agreement; Annual Reports to Stockholders and Annual Reports on Form10-K of the Company and First Data for the five years ended December 31, 2002; certain interim reports to stockholders and Quarterly Reports on Form 10-Q of the Company and First Data; certain other communications from the Company and First Data to their respective stockholders; and certain internal financial analyses and forecasts for the Company and First Data prepared by their respective managements,

D-1

Table of Contents

including certain cost savings and operating synergies projected by the managements of the Company and First Data to result from the transaction contemplated by the Agreement (the Synergies). We also have held discussions with members of the senior managements of the Company and First Data regarding their assessment of the strategic rationale for, and the potential benefits of, the transaction contemplated by the Agreement and the past and current business operations, financial condition and future prospects of their respective companies. In addition, we have reviewed the reported price and trading activity for the Shares and First Data Shares, compared certain financial and stock market information for the Company and First Data with similar information for certain other companies the securities of which are publicly traded, reviewed the financial terms of certain recent business combinations in the payments processing industry specifically and in other industries generally and performed such other studies and analyses as we considered appropriate.

We have relied upon the accuracy and completeness of all of the financial, accounting and other information discussed with or reviewed by us and have assumed such accuracy and completeness for purposes of rendering this opinion. In that regard, we have assumed with your consent that the internal financial forecasts for the Company and First Data provided by the managements of the Company and First Data, including the Synergies, have been reasonably prepared on a basis reflecting the best currently available judgments and estimates of the Company and First Data. We have also assumed that all material governmental, regulatory or other consents and approvals necessary for the consummation of the transaction contemplated by the Agreement will be obtained without any adverse effect on the Company, on First Data or on the contemplated benefits of the transaction contemplated by the Agreement. We are not experts in the evaluation of loan and lease portfolios for purposes of assessing the adequacy of the allowances for losses with respect thereto and, accordingly, we have assumed that such allowances for losses are in the aggregate adequate to cover such losses. In addition, we have not reviewed individual credit files nor have we made an independent evaluation or appraisal of the assets and liabilities (including any derivative or off-balance-sheet assets and liabilities) of the Company or First Data or any of their respective subsidiaries and we have not been furnished with any such evaluation or appraisal. Our advisory services and the opinion expressed herein are provided for the information and assistance of the Board of Directors of the Company in connection with its consideration of the transaction contemplated by the Agreement and such opinion does not constitute a recommendation as to how any holder of Shares should vote with respect to such transaction.

Based upon and subject to the foregoing and based upon such other matters as we consider relevant, it is our opinion that, as of the date hereof, the Exchange Ratio pursuant to the Agreement is fair from a financial point of view to the holders of the Shares.

Very truly yours,

/s/ Goldman, Sachs & Co.

Table of Contents

ANNEX E

April 1, 2003

Board of Directors

Concord EFS, Inc.

2525 Horizon Lake Drive

Memphis, Tennessee 38133

Madame and Gentlemen:

You have requested our opinion as to the fairness, from a financial point of view, to the holders of the outstanding shares of common stock (collectively the Stockholders) of Concord EFS, Inc. (the Company) of the Exchange Ratio (as defined below) specified in the Agreement and Plan of Merger dated as of April 1, 2003 (the Merger Agreement) by and among First Data Corporation (FDC), a wholly-owned subsidiary of FDC (Merger Sub), and the Company. Subject to the terms and conditions in the Merger Agreement, the Merger Sub will be merged into the Company (the Merger) and each share of common stock, $0.33 par value per share, of the Company will be converted into 0.40 shares (the Exchange Ratio) of FDC common stock, $0.01 par value per share.

In connection with our review of the proposed Merger and the preparation of our opinion, we have examined or discussed:

(a) a draft of the Merger Agreement dated March 31, 2003, and we have assumed that the final form of this document will not differ in any material respect from the draft provided to us;

(b) certain audited historical financial statements of the Company and of FDC for the three years ended December 31, 2002;

(c) the Reports on Form 10-K for the year ended December 31, 2002 for the Company and FDC;

(d) certain internal business, operating and financial information and the budget of the Company (the Short-Term Projections), prepared by the senior management of the Company;

(e) the 2003 operating plan of FDC prepared by the senior management of FDC;

(f) information regarding the amount and timing of cost savings and related expenses and synergies which senior management of the Company and FDC expect will result from the Merger (the Expected Synergies);

E-1

Table of Contents

(g) the pro forma impact of the Merger on the earnings per share of FDC (before and after taking into consideration any Expected Synergies created as a result of the Merger) based on the Short-Term Projections, the Forecasts (defined below), FDC s 2003 operating plan, publicly available earnings guidance communicated by FDC and research analyst earnings estimates;

(h) information regarding publicly available financial terms of certain other business combinations we deemed relevant;

(i) the financial position and operating results of the Company compared with those of certain other publicly traded companies we deemed relevant;

(j) current and historical market prices and trading volumes of the common stock of the Company and FDC; and

(k) certain other publicly available information on the Company and FDC.

We have also held discussions with members of the senior management of the Company and FDC to discuss the foregoing. Further, based on discussions with members of senior management of the Company, we have derived certain financial forecasts relating to the Company (the Forecasts). We have also considered other matters which we have deemed relevant to our inquiry and have taken into account such accepted financial and investment banking procedures and considerations as we have deemed relevant.

In rendering our opinion, we have assumed and relied, without independent verification, upon the accuracy and completeness of all the information examined by or otherwise reviewed or discussed with us for purposes of this opinion including without limitation the Short-Term Projections and the Forecasts. We have not made or obtained an independent valuation or appraisal of the assets, liabilities or solvency of the Company or FDC. We have been advised by the senior management of the Company that the Short-Term Projections, the Forecasts and the Expected Synergies have been reasonably prepared on bases reflecting currently available estimates and judgments of the senior management of the Company. In that regard, we have assumed, with your consent, that (i) the Short-Term Projections and the Forecasts will be achieved and the Expected Synergies will be realized in the amounts and at the times contemplated and (ii) all material assets and liabilities (contingent or otherwise) of the Company are as set forth in the Company s financial statements or other information made available to us. We also have assumed that as of the date hereof FDC and its subsidiaries do not own any stock of the Company. We express no opinion with respect to the Short-Term Projections, Forecasts or Expected Synergies or the estimates and judgments on which they are based. FDC did not make available to us any projections of expected future performance other than providing us the 2003 operating plan and referring us to certain publicly disclosed earnings and other financial guidance and, accordingly, we express no opinion with respect to any of these matters. Our opinion does not address the relative merits of the Merger as compared to any alternative business strategies that might exist for the Company or the effect of any other transaction in which the Company might engage. Our opinion herein is based upon economic, market, financial and other conditions existing on, and other information disclosed to us as of, the date of this letter. It should be understood that, although subsequent developments may affect this opinion, we do not have any obligation to update, revise or reaffirm this opinion. We have further assumed, with your consent, that the Merger will qualify as a tax-free reorganization for

Table of Contents

U.S. federal income tax purposes. We have assumed without verification the accuracy and adequacy of the legal advice given by counsel to the Company on all legal matters, and have assumed that the Merger will be consummated on the terms described in the Merger Agreement, without any waiver of any material terms or conditions by the Company. We have assumed that all material governmental, regulatory, or other consents and approvals necessary for the consummation of the transaction contemplated by the Agreement will be obtained without any adverse effect on the Company or FDC or their respective subsidiaries or on the expected benefits of the transaction contemplated by the Agreement.

William Blair & Company has been engaged in the investment banking business since 1935. We continually undertake the valuation of investment securities in connection with public offerings, private placements, business combinations and similar transactions. In the ordinary course of our business, we may from time to time trade the securities of the Company or FDC for our own account and for the accounts of customers, and accordingly may at any time hold a long or short position in such securities. We have acted as the investment banker to the Company in connection with the Merger and will receive a fee from the Company for our services, a significant portion of which is contingent upon consummation of the Merger. In addition, the Company has agreed to indemnify us against certain liabilities arising out of our engagement.

We are familiar with the Company, having provided certain investment banking services to the Company including acting as managing underwriter on several public offerings of Company common stock and providing certain transaction advisory services to the Company and its Board of Directors. In addition, Mr. Richard P. Kiphart, the non-executive Chairman of the Company and a Stockholder, is a principal in our firm.

We are expressing no opinion herein as to the price at which the common stock of the Company and FDC will trade at any future time or as to the effect of the Merger on the trading price of the common stock of the Company or FDC. Such trading price may be affected by a number of factors, including but not limited to (i) dispositions of the common stock of FDC or of the Company by stockholders within a short period of time after the announcement date or the effective date of the Merger, (ii) changes in prevailing interest rates and other factors which generally influence the price of securities, (iii) adverse changes in the current capital markets, (iv) the occurrence of adverse changes in the financial condition, business, assets, results of operations or prospects of the Company or of FDC or in the payments processing market, (v) any necessary actions by or restrictions of federal, state or other governmental agencies or regulatory authorities, and (vi) timely completion of the Merger on terms and conditions that are acceptable to all parties at interest.

Our investment banking services and our opinion were provided for the use and benefit of the Board of Directors of the Company in connection with its consideration of the transaction contemplated by the Merger Agreement. Our opinion is limited to the fairness, from a financial point of view, to the Stockholders of the Company of the Exchange Ratio in connection with the Merger, and we do not address the merits of the underlying decision by the Company to engage in the Merger. This opinion does not constitute a recommendation to any Stockholder as to how such Stockholder should vote with respect to the proposed Merger. It is understood that this letter may not be disclosed or otherwise referred to without prior written consent, except that the opinion may be included in its entirety in a proxy statement mailed to the Stockholders by the Company with respect to the Merger.

Table of Contents

Based upon and subject to the foregoing, it is our opinion as investment bankers that, as of the date hereof, the Exchange Ratio is fair, from a financial point of view, to the Stockholders.

Very truly yours,

/s/ William Blair & Company, L.L.C.

WILLIAM BLAIR & COMPANY, L.L.C.

Table of Contents

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. ***Indemnification of Directors and Officers***

Section 145 of the Delaware General Corporation Law (DGCL) empowers a Delaware corporation to indemnify any persons who are, or are threatened to be made, parties to any threatened, pending or completed legal action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person was an officer or director of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that such officer or director acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation s best interests, and, for criminal proceedings, had no reasonable cause to believe his conduct was illegal. A Delaware corporation may indemnify officers and directors in an action by or in the right of the corporation under the same conditions, except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation in the performance of his duty. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him against the expenses which such officer or director actually and reasonably incurred.

In accordance with the DGCL, the registrant s second amended and restated certificate of incorporation contains a provision limiting the personal liability of its directors for violations of their fiduciary duty. This provision eliminates each director s liability to the registrant or its shareholders for monetary damages except to the extent (i) for any breach of the director s duty of loyalty to the registrant or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions, or any amendment or successor provision to Section 174 of the DGCL or (iv) for any transaction from which a director derived an improper benefit. The effect of this provision is to eliminate the personal liability of directors for monetary damages for actions involving a breach of their fiduciary duty of care, including any such actions involving gross negligence.

The registrant s second amended and restated certificate of incorporation provides for indemnification of its officers and directors to the fullest extent permitted by applicable law. The registrant s by-laws provide that it will indemnify an officer or director for expenses, judgments, fines and amounts paid in settlement in connection with their defense of an action except that, in actions brought by the registrant or in its right, the registrant (i) will not indemnify for judgments, fines and amounts paid in settlement, nor (ii) indemnify for any expenses if the director or officer is found to be liable to the registrant unless the court determines that the registrant should pay the expenses.

Item 21. ***Exhibits and Financial Statement Schedules***

(a) The following Exhibits are filed herewith unless otherwise indicated:

Exhibit Number	Document
2	

Agreement and Plan of Merger, dated as of April 1, 2003, among First Data Corporation, Monaco Subsidiary Corporation and Concord EFS, Inc. which is attached to the joint proxy statement/prospectus which forms a part of this registration statement as Annex A.

3.1 Registrant s Second Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 4.1 of the registrant(s Form S-8 for the First Data Corporation 2002 Long-Term Incentive Plan filed on June 10, 2002, Commission File No. 1-11073).

Table of Contents

3.2	Registrant s By-laws (incorporated by reference to Exhibit 4.2 of the registrant s Form S-8 for the First Data Corporation 2002 Long-Term Incentive Plan filed on June 10, 2002, Commission File No. 1-11073).
4	The instruments defining the rights of holders of long-term debt securities of the registrant and its subsidiaries are omitted pursuant to Item 601(b)(4)(iii)(A) of Regulation S-K. The registrant hereby agrees to furnish copies of these instruments to the SEC upon request.
5*	Opinion of Thomas A. Rossi, Esq. regarding the validity of the securities being registered.
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Table of Contents

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* Previously filed.
** Previously filed, but amended or updated version filed herewith.

Table of Contents

Item 22. ***Undertakings***

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant s annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan s annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c)(1) The undersigned registrant hereby undertakes as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

(c)(2) The registrant undertakes that every prospectus: (i) that is filed pursuant to paragraph (1) immediately preceding, or (ii) that purports to meet the requirements of Section 10(a)(3) of the Securities Act of 1933 and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(d) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the joint proxy statement/prospectus pursuant to Item 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally

Table of Contents

prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(e) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

(f) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Amendment No. 2 to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Greenwood Village, state of Colorado, on August 26, 2003.

FIRST DATA CORPORATION

(Registrant)

By: /s/ Charles T. Fote

Charles T. Fote

President, Chief Executive Officer

and Chairman of the Board

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 2 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
/s/ CHARLES T. FOTE Charles T. Fote	President, Chief Executive Officer and Chairman of the Board (Principal Executive Officer)	August 26, 2003
* Kimberly S. Patmore	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	August 26, 2003
* Thomas L. Moore	Vice President and Corporate Chief Financial Officer (Principal Accounting Officer)	August 26, 2003
* Henry C. Duques	Director	August 26, 2003
* Alison Davis	Director	August 26, 2003
* Courtney F. Jones	Director	August 26, 2003

*	Director	August 26, 2003
James D. Robinson III		
*	Director	August 26, 2003
Charles T. Russell		
*	Director	August 26, 2003
Bernard L. Schwartz		
*	Director	August 26, 2003
Joan E. Spero		
*	Director	August 26, 2003
Arthur F. Weinbach		

*By: /s/ CHARLES T. FOTE

Charles T. Fote

Attorney-in-Fact

Table of Contents

INDEX TO EXHIBITS

Exhibit Number	Document
2	Agreement and Plan of Merger, dated as of April 1, 2003, among First Data Corporation, Monaco Subsidiary Corporation and Concord EFS, Inc. which is attached to the joint proxy statement/prospectus which forms a part of this registration statement as Annex A.
3.1	Registrant s Second Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 4.1 of the registrant s Form S-8 for the First Data Corporation 2002 Long-Term Incentive Plan filed on June 10, 2002, Commission File No. 1-11073).
3.2	Registrant s By-laws (incorporated by reference to Exhibit 4.2 of the registrant s Form S-8 for the First Data Corporation 2002 Long-Term Incentive Plan filed on June 10, 2002, Commission File No. 1-11073).
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