

### **SPOUSAL CONSENT**

The undersigned, the spouses of the above-listed Shareholders, do hereby consent to the execution and performance of this Agreement by their respective spouses with respect to any community property interest that the undersigned may have in the stock of Edio Enterprise Inc. and QCS Interactive, Inc.

\_\_\_\_\_  
Eduardo A. Leal

\_\_\_\_\_  
Myrna T. Leal

**ANNEX I**

**TO THAT CERTAIN  
AGREEMENT AND PLAN OF REORGANIZATION  
DATED AS OF AUGUST 29, 1997  
BY AND AMONG  
E.Y.I. INCORPORATED  
TBC ACQUISITION CORP.  
EDLE ENTERPRISE INC.  
QCSINTERACTIVE, INC.  
AND  
THE SHAREHOLDERS NAMED THEREIN**

**Shareholders of the Company:**

<u>Name and Address</u>	<u>Number of Shares of Company Stock</u>	<u>Dates of Acquisition</u>
Eduardo A. Leal 1150 N.W. 72nd Avenue Suite 600 Miami, Florida 33126-1936	One hundred (100) shares of Edle Enterprise Inc. Fifty (50) shares of QCSInteractive, Inc.	August 15, 1995  February 19, 1996
Myrna T. Leal 1150 N.W. 72nd Avenue Suite 600 Miami, Florida 33126-1936	One hundred (100) shares of Edle Enterprise Inc. Fifty (50) shares of QCSInteractive, Inc.	August 15, 1995  February 19, 1996

**ANNEX II**  
**TO THAT CERTAIN**  
**AGREEMENT AND PLAN OF REORGANIZATION**  
**DATED AS OF AUGUST 29, 1997**  
**BY AND AMONG**  
**FYI, INCORPORATED**  
**TBC ACQUISITION CORP.**  
**EDLE ENTERPRISE INC.**  
**QCSINTERACTIVE, INC.**  
**AND**  
**THE SHAREHOLDERS NAMED THEREIN**

(1) Aggregate consideration to be paid to the Shareholders:

145,750 shares of FYI Stock, including 14,575 of such shares of FYI stock to be delivered to the Escrow Agent pursuant to Section 3.1(a) hereof (7,288 shares of which shall be from Eduardo A. Leal and 7,287 shares of which shall be from Myrna T. Leal), of which 72,875 shares of FYI Stock shall be paid to Eduardo A. Leal and 72,875 shares of FYI Stock shall be paid to Myrna T. Leal, delivered as set forth below:

Eduardo A. Leal	37,166 shares (subject to two-year lock-up) delivered at Closing
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28,421 shares (subject to three-month lock-up); delivered at Closing

7,288 shares delivered to the Escrow Agent pursuant to Section 3.1(a)(iii)

Myrna T. Leal

37,166 shares (subject to two-year lock-up) delivered at Closing

28,422 shares (subject to three-month lock-up); delivered at Closing

7,287 shares delivered to the Escrow Agent pursuant to Section 3.1(a)(iii),

subject to a setoff (the "Setoff") equal to the product of 3.0 multiplied by the shortfall, if any, of "Earnings Before Interest and Taxes of the Surviving Corporation" but after deduction of goodwill associated with the purchase proceeds paid at the Closing, with respect to the following targets for the specified twelve-month periods:

**EBIT Target**

**Twelve-Month Period Ending  
December 31, \_\_\_\_\_**

\$504,000  
\$585,000

1997  
1998

- (2) As used in this Annex II, the term "Earnings Before Interest and Taxes of the Surviving Corporation" for any period shall mean the sum of (x) Net Income (as defined below) of the Surviving Corporation for such period plus (y) the following (to the extent deducted in determining Net Income):
- (a) All interest (including the interest component of rentals on capitalized leases), premium, if any, on all indebtedness of the Surviving Corporation paid or payable during such period and net amounts payable or receivable under interest rate protection agreements of the Surviving Corporation during such period; and
  - (b) All provisions for federal, state or local income taxes made by the Surviving Corporation during such period.
- (3) As used in this Annex II, the term "Net Income" of the Surviving Corporation for any period shall mean net income of the Surviving Corporation adjusted as follows:
- (a) Any extraordinary nonrecurring items of income, gain, loss or expense shall be excluded from such computation; provided, always, that the goodwill associated with amounts paid at the Closing in connection with the transactions contemplated by this Agreement shall be deducted from net income and the goodwill amortization period will be thirty (30) years.
  - (b) Any losses, charges or expenses paid, incurred or charged in connection with expansion of the business operations not presently conducted by the Surviving Corporation as a result of the making of acquisitions, or the physical integration of offices and/or facilities, or any income or revenues directly derived therefrom, shall be excluded from such computation; provided, always, that the start-up costs associated with a new contract and/or the addition of a new territory, client segment for customer to an existing contract will be amortized over the fixed life of the contract (*i.e.*, the life of the contract prior to any option or extension periods).
  - (c) Any payments, charges or expenses for allocation of FYI corporate, executive, general and administrative expenses or other payments, charges or expenses of FYI and/or its affiliates shall be excluded from such computation; provided, however, that the Shareholders recognize and agree that travel and related expenses associated with FYI's quarterly management meetings shall be deducted for purposes of determining net income.
  - (d) Any and all expenses paid or incurred by the Surviving Corporation (other than those expressly permitted by the above provisions) which would not have been so paid or

incurred if not for the Merger and the other transactions contemplated hereby shall be excluded from such computation.

- (c) Any revenue and expense items related to the sale of the MERIT program developed by QCS Interactive, Inc. shall be included in such calculation.
  - (f) Except as otherwise expressly provided above, all amounts determined in accordance with subparagraphs (a) through (e) of this Annex II(3) including the definitions of Net Income and goodwill shall be determined in accordance with GAAP and with past practices of the Shareholders with respect to the Company.
- (4) Until the determination of the Setoff for the twelve-month period ending December 31, 1998, the Shareholders shall have free and unrestricted access to the financial books and records of the Surviving Corporation.
- (5) As soon as practicable after December 31, 1997 and December 31, 1998, but not later than February 28, 1998 and February 28, 1999, respectively, FYI will deliver to the Shareholders a statement setting forth in reasonable details its calculation of the Earnings Before Interest and Taxes of the Surviving Corporation for the applicable twelve-month period and the amount of any Setoff to be made to the shares of FYI Stock otherwise payable to the Shareholders pursuant to this Annex II or the provisions of Section 10 of the Agreement. If within ten (10) days after delivery of such statements the Shareholders have not given written notice to FYI disputing such statements and indicating the basis of such dispute, the Setoff with respect to such period shall be deemed to be conclusively determined. In the event the Shareholders give FYI such notice of dispute within such ten (10) day period, the Shareholders and FYI will use their best efforts to settle the dispute within thirty (30) days after the giving of such notice. Any dispute unresolved after such thirty (30) day period shall be submitted to a national public accounting firm satisfactory to the Shareholders and to FYI, or, in the absence of agreement on such firm, to a panel of three public accounting firms, one designated by the Shareholders, one designated by FYI and one jointly designated by the other two firms. The decision of such accounting firm or such panel of accounting firms, as the case may be, with respect to such dispute shall be final and binding on the parties hereto. FYI shall deliver the FYI Stock after application of the Setoff, to the extent applicable, at March 31, 1999, or in the event of a dispute, promptly upon resolution of the dispute or the decision of the accounting firm or panel of accounting firms, whichever the case may be.

FYI agrees that subsequent to the Closing Date and until December 31, 1998 it shall maintain the separate corporate existence of the Surviving Corporation and shall operate the Surviving Corporation as a wholly-owned subsidiary of FYI with separate books of account and records as shall be necessary to calculate the Setoff.

**ANNEX III**

**TO THAT CERTAIN  
AGREEMENT AND PLAN OF REORGANIZATION  
DATED AS OF AUGUST 29, 1997  
BY AND AMONG  
F.Y.I. INCORPORATED  
TBC ACQUISITION CORP.  
EDLE ENTERPRISE INC.  
QCSINTERACTIVE, INC.  
AND  
THE SHAREHOLDERS NAMED THEREIN**

**OPINION OF COUNSEL TO FYI AND NEWCO**

## **OPINION OF COUNSEL TO FYI AND NEWCO**

August 29, 1997

Eduardo A. Leal  
Myrna T. Leal  
Edle Enterprise Inc.  
QCS Interactive, Inc.  
1150 N.W. 72nd Avenue  
Suite 600  
Miami, Florida 33126-1936

We have acted as counsel to F.Y.I. Incorporated, a Delaware corporation ("FYI"), and TBC Acquisition Corp. dba Quality Copy Service, a Delaware corporation ("Acquisition"), in connection with the transactions contemplated by the Agreement and Plan of Reorganization (the "Agreement") dated as of August 29, 1997 by and between FYI, Acquisition, Edle Enterprise Inc., QCS Interactive, Inc. Edle Enterprises of Puerto Rico, Inc. and the Shareholders named therein (the "Shareholders").

This opinion is being delivered to you pursuant to Section 7.4 of the Agreement. All capitalized terms used herein, unless expressly defined herein, shall have the meanings ascribed to such terms in the Agreement.

We have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents and corporate and public records as we deemed to be necessary as a basis for the opinion hereinafter expressed. With respect to such examination, we have assumed the genuineness of all signatures appearing on all documents presented to us as originals, and the conformity to the originals of all documents presented to us as conformed or reproduced copies. Where factual matters material to such opinion were not independently established, we have relied upon certificates of appropriate state and local officials, upon representations of executive officers and employees and agents of FYI and Acquisition, and upon such other data as we deemed to be appropriate under the circumstances. We also wish to advise you that when in the following opinion we have made statements to our "knowledge" we shall mean (with respect to matters of fact), that after an examination of documents made available to us by FYI and Acquisition, and after inquiry of officers of FYI and Acquisition, but without any judgment or litigation searches or any other independent factual investigation, we have no reason to believe that such statements are factually incorrect. Statements made to our "knowledge" shall furthermore refer only to then current actual knowledge of attorneys of our firm who have worked on matters for FYI and Acquisition.

Based upon the foregoing and such consideration of matters of law as we deemed to be relevant, and subject to the qualifications and assumptions set forth herein, we are of the following opinion:

(i) FYI and Acquisition have each been duly organized and are validly existing in good standing under the laws of the State of Delaware;

(ii) The Agreement has been duly authorized, executed and delivered by each of FYI and Acquisition, constitutes the valid and binding agreement of each thereof and is enforceable against each thereof in accordance with its terms;

(iii) Each share of FYI Stock to be issued to the Shareholders has been duly and validly authorized and issued; upon consummation of the transactions set forth in the Agreement, each of such shares will be fully paid and nonassessable; and none of such shares will have been issued in violation of the preemptive rights of any stockholder of FYI;

(iv) Assuming the due authorization, execution, delivery and filing of the Certificate of Merger with the Secretary of State of the State of Delaware, the Merger shall become effective under the laws of the State of Delaware;

(v) To our knowledge, except as set forth on Schedule 5.15 to the Agreement no notice to, consent, authorization, approval or order of any court or Agency or of any other third party is required in connection with the execution, delivery or consummation of the Agreement by FYI or Acquisition, except for such notices, consents, authorizations, approvals or orders as have already been made or obtained; and

(vi) The execution of the Agreement and the performance by FYI and Acquisition of their respective obligations thereunder will not violate any of the terms or provisions of their respective Certificates of Incorporation or By-laws or result in any breach of or default under any lease, instrument, license, permit or any other agreement to which they are a party, except where such violations, breaches or defaults would not have a material adverse effect on FYI.

The opinion set forth in paragraph (ii) above is subject to the following qualifications: (i) the enforceability of the obligations of FYI and Acquisition under the Agreement are subject to (1) bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights, (2) the rights of the United States under the Federal Tax Lien Act of 1966, as amended, and (3) applicable state and federal laws, regulations, rulings or decisions that authorize the forfeiture of real, personal, or other property to States or to the United States; (ii) the availability of equitable remedies, including specific performance and injunctive relief, is subject to the discretion of the court before which any proceeding therefor may be brought; (iii) we have assumed the due authorization, execution and delivery of the Agreement by each of the other parties thereto other than FYI and Acquisition; (iv) no opinion is expressed as to the enforceability of provisions requiring indemnification for liabilities under the securities laws; and (v) no opinion is expressed as to the enforceability of the provisions of the Noncompetition Agreements or the Employment Agreements.

No opinion is expressed with respect to laws other than the laws of the State of Delaware, the General Corporation Law of the State of Delaware and the federal laws of the United States of America (other than federal laws applicable to patents, copyrights and trademarks).



**This opinion is solely for your benefit and may not be relied on by any other person other than you or used for any other purpose without our prior written consent. This opinion is limited to the matters stated herein, and no opinion is to be implied or may be inferred beyond the matters expressly stated. We undertake no obligation or responsibility to update or supplement this opinion.**

Very truly yours,

**LOCKE PURNELL RAIN HARRELL**  
**(A Professional Corporation)**

By: \_\_\_\_\_  
Kent Jamison

**ANNEX IV**

**TO THAT CERTAIN  
AGREEMENT AND PLAN OF REORGANIZATION  
DATED AS OF AUGUST 29, 1997  
BY AND AMONG  
EYI. INCORPORATED  
TBC ACQUISITION CORP.  
EDLE ENTERPRISE INC.  
QCSINTERACTIVE, INC.  
AND  
THE SHAREHOLDERS NAMED THEREIN  
EMPLOYMENT AGREEMENTS**

## **EMPLOYMENT AGREEMENT (EDUARDO A. LEAL)**

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into the 29th day of August, 1997, by and among TBC Acquisition Corp. dba Quality Copy Service and QCS Inet Acquisition Corp., each a Delaware corporation (collectively, the "Company"), Eduardo A. Leal ("Employee") and solely for purposes of paragraph 15 hereof, F.Y.I. Incorporated, a Delaware corporation ("FYI"). This Agreement hereby supersedes any other employment agreements or understandings, written or oral, between the Company, FYI and Employee.

### **R E C I T A L S**

The following statements are true and correct:

As of the date of this Agreement, the Company is engaged primarily in the healthcare release of information business.

Employee is employed hereunder by the Company in a confidential relationship wherein Employee, in the course of his employment with the Company, has and will continue to become familiar with and aware of information as to the Company's and FYI's customers, specific manner of doing business, including the processes, techniques and trade secrets utilized by the Company and FYI, and future plans with respect thereto, all of which has been and will be established and maintained at great expense to the Company and FYI; this information is a trade secret and constitutes the valuable goodwill of the Company and FYI.

Therefore, in consideration of the mutual promises, terms, covenants and conditions set forth herein and the performance of each, it is hereby agreed as follows:

### **A G R E E M E N T S**

#### **1. Employment and Duties.**

(a) The Company hereby employs Employee as President. As such, Employee shall have responsibilities, duties and authority reasonably accorded to and expected of a President and will report directly to the Board of Directors of the Company. Employee hereby accepts this employment upon the terms and conditions herein contained and, subject to paragraph 1(b), agrees to devote his working time, attention and efforts to promote and further the business of the Company.

(b) Employee shall not, during the term of his employment hereunder, be engaged in any other business activity pursued for gain, profit or other pecuniary advantage except to the extent that such activity does not interfere with Employee's duties and responsibilities hereunder. The foregoing limitations shall not be construed as prohibiting Employee from making personal investments in such form or manner as will neither require his services in the operation or affairs of the companies or enterprises in which such investments are made.

**2. Compensation.** For all services rendered by Employee, the Company shall compensate Employee as follows:

(a) **Base Salary.** The base salary payable to Employee shall be \$5,416.67 per month, payable on a regular basis in accordance with the Company's standard payroll procedures but not less than monthly.

(b) **Other Compensation.** Employee shall be entitled to receive additional benefits and compensation from the Company in such form and to such extent as specified below:

i) Coverage for Employee under health, hospitalization, disability, dental and other insurance plans that the Company may have in effect from time to time.

ii) Reimbursement for all business travel and other out-of-pocket expenses reasonably incurred by Employee in the performance of his services pursuant to this Agreement and a \$500.00 per month car allowance (determined on a pre-tax basis). All reimbursable expenses shall be appropriately documented in reasonable detail by Employee upon submission of any request for reimbursement, and in a format and manner consistent with the Company's expense reporting policy.

iii) Four weeks paid vacation for each year during the period of employment or such greater amount as may be afforded officers and key employees generally under the Company's policies in effect from time to time (pro-rated for any year in which Employee is employed for less than the full year).

**3. Place of Performance.**

(a) Employee understands that he may be requested by the Board or FYI to relocate from his present residence to another geographic location in order to more efficiently carry out his duties and responsibilities under this Agreement or as part of a promotion or other increase in duties and responsibilities. In such event, if Employee agrees to relocate, the Company will pay all relocation costs to move Employee, his immediate family and their personal property and effects. Such costs may include, by way of example, but are not limited to, pre-move visits to search for a new residence, investigate schools or for other purposes; temporary lodging and living costs prior to moving into a new permanent residence; duplicate home carrying costs; all closing costs on the sale of Employee's present residence and on the purchase of a comparable residence in the new location; and added income taxes that Employee may incur if any relocation costs are not deductible for tax purposes. The general intent of the foregoing is that Employee shall not personally bear any out-of-pocket cost as a result of the relocation, with an understanding that Employee will use his best efforts to incur only those costs which are reasonable and necessary to effect a smooth, efficient and orderly relocation with minimal disruption to the business affairs of the Company and the personal life of Employee and his family.

(b) Notwithstanding the above, if Employee is requested by the Board to relocate and Employee refuses, such refusal shall not constitute "good cause" for termination of this Agreement under the terms of paragraph 4(c).

4. Term; Termination; Rights on Termination. The term of this Agreement shall begin on the date hereof and continue for three (3) years (the "Term"). This Agreement and Employee's employment may be terminated in any one of the following ways:

(a) Death. The death of Employee shall immediately terminate the Agreement with no severance compensation due to Employee's estate.

(b) Disability. The Company will make efforts to reasonably accommodate Employee as required by applicable state or federal disability laws. However, the parties irrefutably presume that, given Employee's position, it would be an undue hardship to the Company if Employee is absent for more than three (3) consecutive months. Therefore, if as a result of incapacity due to physical or mental illness or injury, Employee shall have been absent from his full-time duties hereunder for three (3) consecutive months, then thirty (30) days after receiving written notice (which notice may occur before or after the end of such three (3) month period, but which shall not be effective earlier than the last day of such three (3) month period), the Company may terminate Employee's employment hereunder provided Employee is unable to resume his full-time duties at the conclusion of such notice period. Also, Employee may terminate his employment hereunder if his health should become impaired to an extent that makes the continued performance of his duties hereunder hazardous to his physical or mental health or his life, provided that Employee shall have furnished the Company with a written statement from a qualified doctor to such effect and provided, further, that at the Company's request made within thirty (30) days of the date of such written statement, Employee shall submit to an examination by a doctor selected by the Company who is reasonably acceptable to Employee or Employee's doctor and such doctor shall have concurred in the conclusion of Employee's doctor. In the event this Agreement is terminated as a result of Employee's disability, Employee shall receive from the Company, in a lump-sum payment due within ten (10) days of the effective date of termination, the base salary at the rate then in effect for whatever time period is remaining under the Term of this Agreement or for six (6) months, whichever amount is lesser.

(c) Good Cause. The Company may terminate the Agreement five (5) days after written notice to Employee for good cause, which shall be: (i) Employee's breach of this Agreement; (ii) Employee's negligence in the performance or nonperformance (continuing for five (5) days after receipt of the written notice) of any of Employee's material duties and responsibilities hereunder; (iii) Employee's dishonesty, fraud or misconduct with respect to the business or affairs of the Company or FYI that adversely affects the operations or reputation of the Company or FYI; (iv) Employee's conviction of a felony crime; or (v) chronic alcohol abuse or illegal drug abuse by Employee. In the event of a termination for good cause, as enumerated above, Employee shall have no right to any severance compensation.

(d) Without Cause. At any time after March 31, 1999, the Company may, without cause, terminate this Agreement and Employee's employment, effective ten (10) days after written notice is provided to Employee. Employee may only be terminated without cause by the

Company during the Term hereof if such termination is approved by the Executive Committee of the Board of Directors of FYI. Should Employee be terminated by the Company without cause, Employee shall receive from the Company, in a lump-sum payment due on the effective date of termination, the base salary at the rate then in effect for whatever time period is remaining under the Term of this Agreement or for six (6) months, whichever amount is lesser; provided, however, that if the Company terminates Employee's employment prior to March 31, 1999 in violation of this Agreement, Employee shall be entitled to the presumption that all EBIT Targets as set forth in Annex II to the Agreement and Plan of Reorganization by and among FYI, QCS Inet Acquisition Corp., QCS Inet, Inc., Employee and certain other parties dated August 1997 shall have been satisfied, in addition to any other remedies available under law or equity.

(e) Termination by Employee for Good Reason. Employee may terminate his employment hereunder for "Good Reason." As used herein, "Good Reason" shall mean the continuance of any of the following after fifteen (15) days' prior written notice by Employee to the Company, specifying the basis for such Employee's having Good Reason to terminate this Agreement:

i) The assignment to Employee of any duties materially and adversely inconsistent with Employee's position as specified in paragraph 1 hereof (or such other position to which he may be promoted), including status, offices, responsibilities or any other action by the Company that results in a material and adverse change in such position, status, offices, titles or responsibilities;

ii) Employee's removal from, or failure to be reappointed or reelected to, Employee's position under this Agreement, except as contemplated by paragraphs 4(a), (b) and (c); or

iii) Any other material breach of this Agreement by the Company, including the failure to pay Employee on a timely basis the amounts to which he is entitled under this Agreement.

In the event of any dispute with respect to the termination by the Employee for Good Reason, such dispute shall be resolved pursuant to the provisions of paragraph 14 below. In the event that it is determined that Good Reason did exist, the Company shall pay all amounts and damages to which Employee may be entitled as a result of such breach, including interest thereon and all reasonable legal fees and expenses and other costs incurred by Employee to enforce his rights hereunder. Should Employee terminate his employment for Good Reason, Employee shall receive from the Company, in a lump-sum payment due on the effective date of termination, the base salary at the rate then in effect for whatever time period is remaining under the Term of this Agreement or for six (6) months, whichever amount is lesser.

(f) Termination by Employee Without Cause. If Employee resigns or otherwise terminates his employment without Good Reason pursuant to paragraph 4(e), Employee shall receive no severance compensation.

Upon termination of this Agreement for any reason provided in clauses (a) through (f) above, Employee shall be entitled to receive all compensation earned and all benefits and reimbursements vested or due through the effective date of termination. Additional compensation subsequent to termination, if any, will be due and payable to Employee only to the extent and in the manner expressly provided above or in paragraph 14. All other rights and obligations of FYI, the Company and Employee under this Agreement shall cease as of the effective date of termination, except that the Company's obligations under paragraph 8 herein and Employee's obligations under paragraphs 5, 6, 7, 8 and 9 herein shall survive such termination in accordance with their terms.

5. Return of Company Property. All records, designs, patents, business plans, financial statements, manuals, memoranda, lists and other property delivered to or compiled by Employee by or on behalf of the Company, FYI or their representatives, vendors or customers which pertain to the business of the Company or FYI shall be and remain the property of the Company or FYI, as the case may be, and be subject at all times to their discretion and control. Likewise, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities or future plans of the Company or FYI that is collected by Employee shall be delivered promptly to the Company without request by it upon termination of Employee's employment.

6. Inventions. Employee shall disclose promptly to the Company and FYI any and all significant conceptions and ideas for inventions, improvements and valuable discoveries, whether patentable or not, which are conceived or made by Employee, solely or jointly with another, during the period of employment or within one (1) year thereafter, and which are directly related to the business or activities of the Company or FYI and that Employee conceives as a result of his employment by the Company. Employee hereby assigns and agrees to assign all his interests therein to the Company or its nominee. Whenever requested to do so by the Company, Employee shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent of the United States or any foreign country or to otherwise protect the Company's interest therein.

7. Trade Secrets; Noncompetition.

(a) Employee agrees that he will not, during or after the term of this Agreement with the Company, disclose the specific terms of the Company's or FYI's relationships or agreements with their respective significant vendors or customers or any other significant and material trade secret of the Company or FYI, whether in existence or proposed, to any person, firm, partnership, corporation or business for any reason or purpose whatsoever.

(b) Simultaneously with the execution of this Agreement, Employee will execute and deliver to the Company the Noncompetition Agreements attached to this Agreement as Annex "A".

8. Indemnification. In the event Employee is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Company against Employee), by reason of the fact that he is or was

performing services under this Agreement, then the Company shall indemnify Employee against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, as actually and reasonably incurred by Employee in connection therewith. In the event that both Employee and the Company are made a party to the same third-party action, complaint, suit or proceeding, the Company agrees to engage competent legal representation, and Employee agrees to use the same representation, provided that if counsel selected by the Company shall have a conflict of interest that prevents such counsel from representing Employee, Employee may engage separate counsel and the Company shall pay all attorneys' fees of such separate counsel. Further, while Employee is expected at all times to use his best efforts to faithfully discharge his duties under this Agreement, Employee shall not be held liable to the Company or FYI for errors or omissions made in good faith where Employee has not exhibited negligence or performed criminal and fraudulent acts which damage the business of the Company.

9. No Prior Agreements. Employee hereby represents and warrants to the Company that the execution of this Agreement by Employee and his employment by the Company and the performance of his duties hereunder will not violate or be a breach of any agreement with a former employer, client or any other person or entity. Further, Employee agrees to indemnify the Company for any claim, including, but not limited to, attorneys' fees and expenses of investigation, by any such third party that such third party may now have or may hereafter come to have against the Company based upon or arising out of any non-competition agreement, invention or secrecy agreement between Employee and such third party which was in existence as of the date of this Agreement.

10. Assignment; Binding Effect. Employee understands that he has been selected for employment by the Company on the basis of his personal qualifications, experience and skills. Employee agrees, therefore, he cannot assign all or any portion of his performance under this Agreement. Subject to the preceding, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns.

11. Complete Agreement. This Agreement is not a promise of future employment. Employee has no oral representations, understandings or agreements with the Company or any of its officers, directors or representatives covering the same subject matter as this Agreement. This written Agreement is the final, complete and exclusive statement and expression of the agreement between the Company and Employee and of all the terms of this Agreement, and it cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous oral or written agreements. This Agreement may not be later modified except by a further writing signed by a duly authorized officer of the Company and Employee, and no term of this Agreement may be waived except by writing signed by the party waiving the benefit of such term.

12. Notice. Whenever any notice is required hereunder, it shall be given in writing addressed as follows:



To the Company: TBC Acquisition Corp. dba Quality Copy Service  
and/or QCS Inet Acquisition Corp.  
c/o 3232 McKinney Avenue  
Suite 900  
Dallas, Texas 75204-7418  
Attn: Margot T. Lehenberg, Esq.

To Employee: Eduardo A. Leul  
1150 N.W. 72nd Avenue  
Suite 600  
Miami, Florida 33126-1930

Notice shall be deemed given and effective three (3) days after the deposit in the United States mail of a writing addressed as above and sent first class mail, certified, return receipt requested, or when actually received. Either party may change the address for notice by notifying the other party of such change in accordance with this paragraph 12.

13. Severability: Headings. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The paragraph headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of the Agreement or of any part hereof.

14. Arbitration. Any unresolved dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, conducted before a panel of three (3) arbitrators in Miami, Florida (if requested by the Company) or in Dallas, Texas (if requested by Employee), in accordance with the rules of the American Arbitration Association then in effect. The arbitrators shall not have the authority to add to, detract from, or modify any provision hereof nor to award punitive damages to any injured party. The arbitrators shall have the authority to order back-pay, severance compensation, vesting of options (or cash compensation in lieu of vesting of options), reimbursement of costs, including those incurred to enforce this Agreement, and interest thereon in the event the arbitrators determine that Employee was terminated without disability or good cause, as defined in paragraphs 4(b) and 4(c), respectively, or that the Company has otherwise materially breached this Agreement. A decision by a majority of the arbitration panel shall be final and binding. Judgment may be entered on the arbitrators' award in any court having jurisdiction. The direct expense of any arbitration proceeding shall be borne by the Company.

15. Guarantee. FYI hereby unconditionally guarantees the performance of the Company's obligations under this Agreement in accordance with, and subject to, the terms hereof.

16. Governing Law. This Agreement shall in all respects be construed according to the laws of the State of Florida.

17. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

18. Attorneys' Fees. In the event of any litigation or arbitration arising under or in connection with this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees as determined by the court or arbitration panel, as the case may be. Each party to this Agreement represents and warrants that it has been represented by counsel in the negotiation and execution of this Agreement, including without limitation the provisions set forth in this paragraph 18.

**[Balance of page intentionally left blank.]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**TBC ACQUISITION CORP.**

By: \_\_\_\_\_  
Title:

**QCS INET ACQUISITION CORP.**

By: \_\_\_\_\_  
Title:

**EMPLOYEE:**

\_\_\_\_\_  
Eduardo A. Leal

**F.Y.I. INCORPORATED** (solely for  
purposes of paragraph 15 hereof)

By: \_\_\_\_\_  
Title:

## **ANNEX "A"**

### **NONCOMPETITION AGREEMENT**

**THIS NONCOMPETITION AGREEMENT** (the "Agreement") made and entered into as of the 29th day of August, 1997, by and among TBC Acquisition Corp. dba Quality Copy Service, a Delaware corporation ("Buyer"), and Eduardo A. Leal ("Promisor").

#### **WITNESSETH:**

WHEREAS, pursuant to the Agreement and Plan of Reorganization dated as of August 29, 1997 (the "Purchase Agreement"), by and among Buyer, F.Y.I. INCORPORATED, a Delaware corporation ("FYI"), EDLE ENTERPRISE INC., a Florida corporation ("Edle"), and QCSINTERACTIVE, INC., a Florida corporation ("QCS") (Edle and QCS are sometimes collectively referred to hereinafter as the "Company"), EDLE ENTERPRISES OF PUERTO RICO, INC., Promisor and Myrna T. Leal, Promisor and Myrna T. Leal have agreed to sell, and Buyer has agreed to acquire, all of the issued and outstanding shares of capital stock of the Company (the "Acquisition");

WHEREAS, the Purchase Agreement provides, as a condition to the closing thereunder, that Promisor shall execute and deliver this Agreement.

WHEREAS, the agreements of Promisor hereunder are an important aspect of the Acquisition, and Buyer would not consummate the Acquisition absent the execution and delivery by Promisor of this Agreement;

WHEREAS, the Company has been and is presently engaged in the document management services or systems business (the "Business") in and around the territories specified in Schedule I attached hereto (collectively, the "Territory");

WHEREAS, Promisor and Promisor's affiliates have substantial financial resources, experience in the Business and the ability to operate a business or businesses that could compete with the Company, or its affiliate, FYI, in the Business or in related businesses following the Closing; and

WHEREAS, the agreements of Promisor hereunder are reasonable and necessary, both in scope and duration, to protect the business and goodwill of the Company that will be acquired pursuant to the Purchase Agreement, and the Company would suffer damages, including the loss of profits, if Promisor or any of Promisor's affiliates engaged, directly or indirectly, in a competing business with the Company.

NOW, THEREFORE for and in consideration of the premises and of the mutual representations, warranties, covenants and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions hereinafter set forth, the parties do hereby agree as follows:

(a) Disclosure of Information. Promisor agrees that for a period of five (5) years following termination of Promisor's employment with Buyer, without the prior written consent of Buyer, Promisor shall not, directly or indirectly, through any form of ownership, in any individual or representative or affiliated capacity whatsoever, except as may be required by law, reveal, divulge, disclose or communicate to any person, firm, association, corporation or other entity in any manner whatsoever information of any kind, nature or description concerning: (i) the names of any prior or present suppliers or customers of the Company or Buyer, (ii) the prices for which the Company or Buyer obtains or has obtained products or services, (iii) the names of the personnel of the Company or Buyer, (iv) the manner of operation of the Company or Buyer, (v) the plans, trade secrets, or other data of any kind, nature or description, whether tangible or intangible, of the Company or Buyer, or (vi) any other financial, statistical or other information that the Company or Buyer designates or treats as confidential or proprietary. The agreements set forth herein shall not apply to any information that at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Promisor in violation of this Agreement), the disclosure of which is required by law, regulation, order, decree or process or is otherwise approved by the Company, Buyer or FYI. Without regard to whether any or all of the foregoing matters would be deemed confidential, material or important, the parties hereto stipulate that as between them, the same are important, material and confidential and gravely affect the effective and successful conduct of the Business and its goodwill.

(b) Noncompetition. Promisor agrees that for a period of five (5) years following termination of Promisor's employment with Buyer, Promisor shall not:

(i) Call upon, solicit, divert, take away or attempt to call upon, solicit, divert or take away any past, existing or potential customers, suppliers, businesses, or accounts of the Business in connection with any business substantially similar to the Business in the Territory;

(ii) Hire, attempt to hire, contact or solicit with respect to hiring for Promisor or on behalf of any other person any present or future employee of the Company or Buyer in the Business;

(iii) Engage in, or give any advice to any person, firm, partnership, association, venture, corporation or other entity engaged in, a business substantially similar to the Business in the Territory;

(iv) Lend credit, money or reputation for the purpose of establishing or operating a business substantially similar to the Business in the Territory;

(v) Do any act that Promisor knew or should have known might injure the Company or Buyer; and

(vi) Without limiting the generality of the foregoing provisions, conduct a business substantially similar to the Business under the names "QCS Interactive, Inc.," "Edle

Enterprise Inc." or any other trade names, trademarks or service marks used by the Company in the Territory.

The covenants in subsections (i) through (vi) are intended to restrict Promisor from competing in any manner with Buyer or the Business in the activities that have heretofore been carried on by the Company. The obligations set forth in subsections (i) through (vi) above shall apply to actions by Promisor, through any form of ownership, and whether as principal, officer, director, agent, employee, employer, consultant, shareholder or holder of any equity security (beneficially or as trustee of any trust), lender, partner, joint venturer or in any other individual or representative or affiliated capacity whatsoever. However, none of the foregoing shall prevent Promisor from being the holder of up to 5.0% in the aggregate of any class of securities of any corporation engaged in the activities described in subsections (i) through (vi) above, provided that such securities are listed on a national securities exchange or reported on the Nasdaq National Market.

(c) Enforcement of Covenants.

(a) Promisor acknowledges that a violation or attempted violation of any of the covenants and agreements in Sections 1 and 2 above will cause such damage to Buyer and the Company as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law, and accordingly, Promisor agrees that Buyer and the Company shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of such covenants and agreements by Promisor, or the affiliates, partners or agents of such Promisor, as well as recover from Promisor any and all costs and expenses sustained or incurred by Buyer and the Company in obtaining such an injunction, including, without limitation, reasonable attorneys' fees. Promisor agrees that no bond or other security shall be required in connection with such injunction. Promisor further agrees that the five (5) year period of restriction set forth in Sections 1 and 2 above shall be tolled during any period of violation thereof by Promisor. Any exercise by Buyer or the Company of their respective rights pursuant to this Section 3 shall be cumulative and in addition to any other remedies to which Buyer or the Company may be entitled. Each party represents and warrants that it has been represented by counsel in the negotiation and execution of this Agreement, including without limitation the provisions set forth above in this Section 3(a) concerning the recovery of attorney's fees.

(b) Promisor understands and acknowledges that each of Buyer and the Company shall have the right, in its sole discretion, to reduce the scope of any covenants set forth in Sections 1 and 2, or any portion thereof, without Promisor's consent, effective immediately upon receipt by Promisor of written notice thereof; and Promisor agrees that Promisor shall comply forthwith with any covenant as so modified, which shall be fully enforceable as so revised in accordance with the terms of this Agreement.

(d) Intellectual Property. Promisor recognizes and agrees that, on and after the date hereof, Promisor will not have the right to use for Promisor's own account any of the service marks,

trademarks, trade names, licenses, procedures, processes, labels, trade secrets or customer lists owned by or licensed to the Company.

(c) Validity. To the extent permitted by applicable law, if it should ever be held that any provision contained herein does not contain reasonable limitations as to time, geographical area or scope of activity to be restrained, then the court so holding shall at the request of the Buyer or the Company reform such provisions to the extent necessary to cause them to contain reasonable limitations as to time, geographical area and scope of activity to be restrained and to give the maximum permissible effect to the intentions of the parties as set forth herein; and the court shall enforce such provisions as so reformed. If, notwithstanding the foregoing, any provision hereof is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or enforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically by the Company as a part hereof a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable, and the parties hereby agree to such provision.

(f) Notice. Any notice, request, instruction, document or other communication to be given hereunder by any party hereto to any other party hereto shall be in writing and validly given if (i) delivered personally, (ii) sent by telecopy with electronic confirmation of receipt, (iii) delivered by overnight express, or (iv) sent by registered or certified mail, postage prepaid, as follows:

If to Buyer or the Company:

TBC Acquisition Corp. dba Quality Copy Service  
3232 McKinney Avenue  
Suite 900  
Dallas, Texas 75204  
Attention: Margot T. Lebenberg, Esq.  
Telecopy No.: (214) 953-7556

If to Promisor:

Edle Enterprise Inc., d/b/a Quality Copy Service  
and/or  
QCS Interactive, Inc.  
1150 N.W. 72nd Avenue, Suite 600  
Miami, Florida 33126-1936  
Telecopy No.: (305) 591-4439  
Attn: Mr. Eduardo A. Leal

and marked "Personal and Confidential"

With a copy to:

Holland & Knight, LLP  
701 Brickell Avenue  
Miami, Florida 33131  
Attn: Lee F. Lasris, Esq.  
Telecopy No.: 305-789-7799

or at such other address for a party as shall be specified by like notice. Any notice that is delivered personally, or sent by telecopy or overnight express in the manner provided herein shall be deemed to have been duly given to the party to whom it is directed upon receipt by such party. Any notice that is addressed and mailed in the manner herein provided shall be conclusively presumed to have been given to the party to whom it is addressed at the close of business, local time of the recipient, on the fourth day after the day it is so placed in the mail.

(g) Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(h) Modification and Waiver. No modification or amendment of any of the terms, conditions or provisions in this Agreement may be made otherwise than by written agreement signed by the parties hereto, except as provided in Sections 3(b) and 5 hereof. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party nor shall such waiver constitute a continuing waiver.

(i) Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any rights, interests or obligations hereunder may be assigned by any party hereto without the prior written consent of the other parties hereto, and any purported assignment in violation of this Section 9 shall be null and void.

(j) Headings. The headings of the sections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

(k) Governing Law. **THIS AGREEMENT SHALL BE CONSTRUED, ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO ITS CHOICE OF LAW PRINCIPLES).**

(l) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

(m) Territory. Promisor represents and warrants that the Territory includes all areas in which the Company has operations.



IN WITNESS WHEREOF, the parties have duly caused this Agreement to be executed as of the date first above written.

**BUYER:**

**TBC ACQUISITION CORP.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PROMISOR:**

\_\_\_\_\_  
**Eduardo A. Leal**

**SCHEDULE I**

**TERRITORY**

That area within the states of Florida, New York, Colorado, Connecticut, Maryland, Michigan, North Carolina, Oregon and South Carolina and the Commonwealth of Massachusetts (collectively, the "States") and within one hundred (100) miles of any boundary of the States.

## **EMPLOYMENT AGREEMENT (MYRNA T. LEAL)**

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into the 29th day of August, 1997, by and among TBC Acquisition Corp. dba Quality Copy Service and QCS Inet Acquisition Corp., each a Delaware corporation (collectively, the "Company"), Myrna T. Leal ("Employee") and solely for purposes of paragraph 15 hereof, F.Y.I. Incorporated, a Delaware corporation ("FYI"). This Agreement hereby supersedes any other employment agreements or understandings, written or oral, between the Company, FYI and Employee.

### **R E C I T A L S**

The following statements are true and correct:

As of the date of this Agreement, the Company is engaged primarily in the healthcare release of information service business.

Employee is employed hereunder by the Company in a confidential relationship wherein Employee, in the course of her employment with the Company, has and will continue to become familiar with and aware of information as to the Company's and FYI's customers, specific manner of doing business, including the processes, techniques and trade secrets utilized by the Company and FYI, and future plans with respect thereto, all of which has been and will be established and maintained at great expense to the Company and FYI; this information is a trade secret and constitutes the valuable goodwill of the Company and FYI.

Therefore, in consideration of the mutual promises, terms, covenants and conditions set forth herein and the performance of each, it is hereby agreed as follows:

### **A G R E E M E N T S**

#### **1. Employment and Duties.**

(a) The Company hereby employs Employee as Vice President. As such, Employee shall have responsibilities, duties and authority reasonably accorded to and expected of a Vice President and will report directly to the President of the Company. Employee hereby accepts this employment upon the terms and conditions herein contained and, subject to paragraph 1(b), agrees to devote her working time, attention and efforts to promote and further the business of the Company.

(b) Employee shall not, during the term of her employment hereunder, be engaged in any other business activity pursued for gain, profit or other pecuniary advantage except to the extent that such activity does not interfere with Employee's duties and responsibilities hereunder. The foregoing limitations shall not be construed as prohibiting Employee from making personal investments in such form or manner as will neither require her services in the operation or affairs of the companies or enterprises in which such investments are made.

2. Compensation. For all services rendered by Employee, the Company shall compensate Employee as follows:

(a) Base Salary. The base salary payable to Employee shall be \$5,416.67 per month, payable on a regular basis in accordance with the Company's standard payroll procedures but not less than monthly.

(b) Other Compensation. Employee shall be entitled to receive additional benefits and compensation from the Company in such form and to such extent as specified below:

i) Coverage for Employee under health, hospitalization, disability, dental and other insurance plans that the Company may have in effect from time to time.

ii) Reimbursement for all business travel and other out-of-pocket expenses reasonably incurred by Employee in the performance of her services pursuant to this Agreement and a \$500.00 per month car allowance (determined on a pre-tax basis). All reimbursable expenses shall be appropriately documented in reasonable detail by Employee upon submission of any request for reimbursement, and in a format and manner consistent with the Company's expense reporting policy.

iii) Four weeks paid vacation for each year during the period of employment or such greater amount as may be afforded officers and key employees generally under the Company's policies in effect from time to time (pro-rated for any year in which Employee is employed for less than the full year).

3. Place of Performance.

(a) Employee understands that he may be requested by the Board or FYI to relocate from her present residence to another geographic location in order to more efficiently carry out her duties and responsibilities under this Agreement or as part of a promotion or other increase in duties and responsibilities. In such event, if Employee agrees to relocate, the Company will pay all relocation costs to move Employee, her immediate family and their personal property and effects. Such costs may include, by way of example, but are not limited to, pre-move visits to search for a new residence, investigate schools or for other purposes; temporary lodging and living costs prior to moving into a new permanent residence; duplicate home carrying costs; all closing costs on the sale of Employee's present residence and on the purchase of a comparable residence in the new location; and added income taxes that Employee may incur if any relocation costs are not deductible for tax purposes. The general intent of the foregoing is that Employee shall not personally bear any out-of-pocket cost as a result of the relocation, with an understanding that Employee will use her best efforts to incur only those costs which are reasonable and necessary to effect a smooth, efficient and orderly relocation with minimal disruption to the business affairs of the Company and the personal life of Employee and her family.

(b) Notwithstanding the above, if Employee is requested by the Board to relocate and Employee refuses, such refusal shall not constitute "good cause" for termination of this Agreement under the terms of paragraph 4(c).

4. Term; Termination; Rights on Termination. The term of this Agreement shall begin on the date hereof and continue for three (3) years (the "Term"). This Agreement and Employee's employment may be terminated in any one of the following ways:

(a) Death. The death of Employee shall immediately terminate the Agreement with no severance compensation due to Employee's estate.

(b) Disability. The Company will make efforts to reasonably accommodate Employee as required by applicable state or federal disability laws. However, the parties irrefutably presume that, given Employee's position, it would be an undue hardship to the Company if Employee is absent for more than three (3) consecutive months. Therefore, if as a result of incapacity due to physical or mental illness or injury, Employee shall have been absent from her full-time duties hereunder for three (3) consecutive months, then thirty (30) days after receiving written notice (which notice may occur before or after the end of such three (3) month period, but which shall not be effective earlier than the last day of such three (3) month period), the Company may terminate Employee's employment hereunder provided Employee is unable to resume her full-time duties at the conclusion of such notice period. Also, Employee may terminate her employment hereunder if her health should become impaired to an extent that makes the continued performance of her duties hereunder hazardous to her physical or mental health or her life, provided that Employee shall have furnished the Company with a written statement from a qualified doctor to such effect and provided, further, that at the Company's request made within thirty (30) days of the date of such written statement, Employee shall submit to an examination by a doctor selected by the Company who is reasonably acceptable to Employee or Employee's doctor and such doctor shall have concurred in the conclusion of Employee's doctor. In the event this Agreement is terminated as a result of Employee's disability, Employee shall receive from the Company, in a lump-sum payment due within ten (10) days of the effective date of termination, the base salary at the rate then in effect for whatever time period is remaining under the Term of this Agreement or for six (6) months, whichever amount is lesser.

(c) Good Cause. The Company may terminate the Agreement five (5) days after written notice to Employee for good cause, which shall be: (i) Employee's breach of this Agreement; (ii) Employee's negligence in the performance or nonperformance (continuing for five (5) days after receipt of the written notice) of any of Employee's material duties and responsibilities hereunder; (iii) Employee's dishonesty, fraud or misconduct with respect to the business or affairs of the Company or FYI that adversely affects the operations or reputation of the Company or FYI; (iv) Employee's conviction of a felony crime; or (v) chronic alcohol abuse or illegal drug abuse by Employee. In the event of a termination for good cause, as enumerated above, Employee shall have no right to any severance compensation.

(d) Without Cause. At any time after March 31, 1999, the Company may, without cause, terminate this Agreement and Employee's employment, effective ten (10) days after written notice is provided to Employee. Employee may only be terminated without cause by the

Company during the Term hereof if such termination is approved by the Executive Committee of the Board of Directors of FYI. Should Employee be terminated by the Company without cause, Employee shall receive from the Company, in a lump-sum payment due on the effective date of termination, the base salary at the rate then in effect for whatever time period is remaining under the Term of this Agreement or for six (6) months, whichever amount is lesser; provided, however, that if the Company terminates Employee's employment prior to March 31, 1999 in violation of this Agreement, Employee shall be entitled to the presumption that all EBIT Targets as set forth in Annex II to the Agreement and Plan of Reorganization by and among FYI, QCS Inet Acquisition Corp., QCS Inet, Inc., Employee and certain other parties dated August 1997 shall have been satisfied, in addition to any other remedies available under law or equity.

(e) Termination by Employee for Good Reason. Employee may terminate her employment hereunder for "Good Reason." As used herein, "Good Reason" shall mean the continuance of any of the following after fifteen (15) days' prior written notice by Employee to the Company, specifying the basis for such Employee's having Good Reason to terminate this Agreement:

i) The assignment to Employee of any duties materially and adversely inconsistent with Employee's position as specified in paragraph 1 hereof (or such other position to which he may be promoted), including status, offices, responsibilities or any other action by the Company that results in a material and adverse change in such position, status, offices, titles or responsibilities;

ii) Employee's removal from, or failure to be reappointed or reelected to, Employee's position under this Agreement, except as contemplated by paragraphs 4(a), (b) and (c); or

iii) Any other material breach of this Agreement by the Company, including the failure to pay Employee on a timely basis the amounts to which he is entitled under this Agreement.

In the event of any dispute with respect to the termination by the Employee for Good Reason, such dispute shall be resolved pursuant to the provisions of paragraph 14 below. In the event that it is determined that Good Reason did exist, the Company shall pay all amounts and damages to which Employee may be entitled as a result of such breach, including interest thereon and all reasonable legal fees and expenses and other costs incurred by Employee to enforce her rights hereunder. Should Employee terminate her employment for Good Reason, Employee shall receive from the Company, in a lump-sum payment due on the effective date of termination, the base salary at the rate then in effect for whatever time period is remaining under the Term of this Agreement or for six (6) months, whichever amount is lesser.

(f) Termination by Employee Without Cause. If Employee resigns or otherwise terminates her employment without Good Reason pursuant to paragraph 4(e), Employee shall receive no severance compensation.

Upon termination of this Agreement for any reason provided in clauses (a) through (f) above, Employee shall be entitled to receive all compensation earned and all benefits and reimbursements vested or due through the effective date of termination. Additional compensation subsequent to termination, if any, will be due and payable to Employee only to the extent and in the manner expressly provided above or in paragraph 14. All other rights and obligations of FYI, the Company and Employee under this Agreement shall cease as of the effective date of termination, except that the Company's obligations under paragraph 8 herein and Employee's obligations under paragraphs 5, 6, 7, 8 and 9 herein shall survive such termination in accordance with their terms.

5. Return of Company Property. All records, designs, patents, business plans, financial statements, manuals, memoranda, lists and other property delivered to or compiled by Employee by or on behalf of the Company, FYI or their representatives, vendors or customers which pertain to the business of the Company or FYI shall be and remain the property of the Company or FYI, as the case may be, and be subject at all times to their discretion and control. Likewise, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities or future plans of the Company or FYI that is collected by Employee shall be delivered promptly to the Company without request by it upon termination of Employee's employment.

6. Inventions. Employee shall disclose promptly to the Company and FYI any and all significant conceptions and ideas for inventions, improvements and valuable discoveries, whether patentable or not, which are conceived or made by Employee, solely or jointly with another, during the period of employment or within one (1) year thereafter, and which are directly related to the business or activities of the Company or FYI and that Employee conceives as a result of her employment by the Company. Employee hereby assigns and agrees to assign all her interests therein to the Company or its nominee. Whenever requested to do so by the Company, Employee shall execute any and all applications, assignments or other instruments that the Company shall deem necessary to apply for and obtain letters patent of the United States or any foreign country or to otherwise protect the Company's interest therein.

7. Trade Secrets, Noncompetition.

(a) Employee agrees that she will not, during or after the term of this Agreement with the Company, disclose the specific terms of the Company's or FYI's relationships or agreements with their respective significant vendors or customers or any other significant and material trade secret of the Company or FYI, whether in existence or proposed, to any person, firm, partnership, corporation or business for any reason or purpose whatsoever.

(b) Simultaneously with the execution of the Agreement, Employee will execute and deliver to the Company the Noncompetition Agreements attached to this Agreement as Annex "A".

8. Indemnification. In the event Employee is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Company against Employee), by reason of the fact that he is or was

performing services under this Agreement, then the Company shall indemnify Employee against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, as actually and reasonably incurred by Employee in connection therewith. In the event that both Employee and the Company are made a party to the same third-party action, complaint, suit or proceeding, the Company agrees to engage competent legal representation, and Employee agrees to use the same representation, provided that if counsel selected by the Company shall have a conflict of interest that prevents such counsel from representing Employee, Employee may engage separate counsel and the Company shall pay all attorneys' fees of such separate counsel. Further, while Employee is expected at all times to use her best efforts to faithfully discharge her duties under this Agreement, Employee shall not be held liable to the Company or FYI for errors or omissions made in good faith where Employee has not exhibited negligence or performed criminal and fraudulent acts which damage the business of the Company.

9. No Prior Agreements. Employee hereby represents and warrants to the Company that the execution of this Agreement by Employee and her employment by the Company and the performance of her duties hereunder will not violate or be a breach of any agreement with a former employer, client or any other person or entity. Further, Employee agrees to indemnify the Company for any claim, including, but not limited to, attorneys' fees and expenses of investigation, by any such third party that such third party may now have or may hereafter come to have against the Company based upon or arising out of any non-comp. titlon agreement, invention or secrecy agreement between Employee and such third party which was in existence as of the date of this Agreement.

10. Assignment; Binding Effect. Employee understands that he has been selected for employment by the Company on the basis of her personal qualifications, experience and skills. Employee agrees, therefore, he cannot assign all or any portion of her performance under this Agreement. Subject to the preceding, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns.

11. Complete Agreement. This Agreement is not a promise of future employment. Employee has no oral representations, understandings or agreements with the Company or any of its officers, directors or representatives covering the same subject matter as this Agreement. This written Agreement is the final, complete and exclusive statement and expression of the agreement between the Company and Employee and of all the terms of this Agreement, and it cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous oral or written agreements. This Agreement may not be later modified except by a further writing signed by a duly authorized officer of the Company and Employee, and no term of this Agreement may be waived except by writing signed by the party waiving the benefit of such term.

12. Notice. Whenever any notice is required hereunder, it shall be given in writing addressed as follows:



To the Company: TBC Acquisition Corp. dba Quality Copy Service  
and/or QCS Inet Acquisition Corp.  
c/o 3232 McKinney Avenue  
Suite 900  
Dallas, Texas 75204-7418  
Attn: Margot T. Leberberg, Esq.

To Employee: Myrna T. Leal  
1150 N.W. 72nd Avenue  
Suite 600  
Miami, Florida 33126-1936

Notice shall be deemed given and effective three (3) days after the deposit in the United States mail of a writing addressed as above and sent first class mail, certified, return receipt requested, or when actually received. Either party may change the address for notice by notifying the other party of such change in accordance with this paragraph 12.

13. Severability; Headings. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The paragraph headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of the Agreement or of any part hereof.

14. Arbitration. Any unresolved dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, conducted before a panel of three (3) arbitrators in Miami, Florida (if requested by the Company) or in Dallas, Texas (if requested by Employee), in accordance with the rules of the American Arbitration Association then in effect. The arbitrators shall not have the authority to add to, detract from, or modify any provision hereof nor to award punitive damages to any injured party. The arbitrators shall have the authority to order back-pay, severance compensation, vesting of options (or cash compensation in lieu of vesting of options), reimbursement of costs, including those incurred to enforce this Agreement, and interest thereon in the event the arbitrators determine that Employee was terminated without disability or good cause, as defined in paragraphs 4(b) and 4(c), respectively, or that the Company has otherwise materially breached this Agreement. A decision by a majority of the arbitration panel shall be final and binding. Judgment may be entered on the arbitrators' award in any court having jurisdiction. The direct expense of any arbitration proceeding shall be borne by the Company.

15. Guarantee. FYI hereby unconditionally guarantees the performance of the Company's obligations under this Agreement in accordance with, and subject to, the terms hereof.

16. Governing Law. This Agreement shall in all respects be construed according to the laws of the State of Florida.

17. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

18. Attorneys' Fees. In the event of any litigation or arbitration arising under or in connection with this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees as determined by the court or arbitration panel, as the case may be. Each party to this Agreement represents and warrants that it has been represented by counsel in the negotiation and execution of this Agreement, including without limitation the provisions set forth in this paragraph 18.

[Balance of page intentionally left blank.]

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

TBC ACQUISITION CORP.

By: \_\_\_\_\_  
Title:

QCS INET ACQUISITION CORP.

By: \_\_\_\_\_  
Title:

EMPLOYEE:

\_\_\_\_\_  
Myrna T. Leal

F.Y.I. INCORPORATED (solely for  
purposes of paragraph 15 hereof)

By: \_\_\_\_\_  
Title:

## **ANNEX "A"**

### **NONCOMPETITION AGREEMENT**

THIS NONCOMPETITION AGREEMENT (the "Agreement") made and entered into as of the 29th day of August, 1997, by and among TBC Acquisition Corp. dba Quality Copy Service, a Delaware corporation ("Buyer"), and Myrna T. Leal ("Promisor").

#### **WITNESSETH:**

WHEREAS, pursuant to the Agreement and Plan of Reorganization dated as of August 29, 1997 (the "Purchase Agreement"), by and among Buyer, F.Y.I. INCORPORATED, a Delaware corporation ("FYI"), EDLE ENTERPRISE INC., a Florida corporation ("Edle"), and QCSINTERACTIVE, INC., a Florida corporation ("QCS") (Edle and QCS are sometimes collectively referred to hereinafter as the "Company"), EDLE ENTERPRISES OF PUERTO RICO, INC., Promisor and Myrna T. Leal, Promisor and Myrna T. Leal have agreed to sell, and Buyer has agreed to acquire, all of the issued and outstanding shares of capital stock of the Company (the "Acquisition");

WHEREAS, the Purchase Agreement provides, as a condition to the closing thereunder, that Promisor shall execute and deliver this Agreement.

WHEREAS, the agreements of Promisor hereunder are an important aspect of the Acquisition, and Buyer would not consummate the Acquisition absent the execution and delivery by Promisor of this Agreement;

WHEREAS, the Company has been and is presently engaged in the document management services or systems business (the "Business") in and around the territories specified in Schedule I attached hereto (collectively, the "Territory");

WHEREAS, Promisor and Promisor's affiliates have substantial financial resources, experience in the Business and the ability to operate a business or businesses that could compete with the Company, or its affiliate, FYI, in the Business or in related businesses following the Closing; and

WHEREAS, the agreements of Promisor hereunder are reasonable and necessary, both in scope and duration, to protect the business and goodwill of the Company that will be acquired pursuant to the Purchase Agreement, and the Company would suffer damages, including the loss of profits, if Promisor or any of Promisor's affiliates engaged, directly or indirectly, in a competing business with the Company.

NOW, THEREFORE for and in consideration of the premises and of the mutual representations, warranties, covenants and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions hereinafter set forth, the parties do hereby agree as follows:

(a) Disclosure of Information. Promisor agrees that for a period of five (5) years following termination of Promisor's employment with Buyer, without the prior written consent of Buyer, Promisor shall not, directly or indirectly, through any form of ownership, in any individual or representative or affiliated capacity whatsoever, except as may be required by law, reveal, divulge, disclose or communicate to any person, firm, association, corporation or other entity in any manner whatsoever information of any kind, nature or description concerning: (i) the names of any prior or present suppliers or customers of the Company or Buyer, (ii) the prices for which the Company or Buyer obtains or has obtained products or services, (iii) the names of the personnel of the Company or Buyer, (iv) the manner of operation of the Company or Buyer, (v) the plans, trade secrets, or other data of any kind, nature or description, whether tangible or intangible, of the Company or Buyer, or (vi) any other financial, statistical or other information that the Company or Buyer designates or treats as confidential or proprietary. The agreements set forth herein shall not apply to any information that at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Promisor in violation of this Agreement), the disclosure of which is required by law, regulation, order, decree or process or is otherwise approved by the Company, Buyer or FYI. Without regard to whether any or all of the foregoing matters would be deemed confidential, material or important, the parties hereto stipulate that as between them, the same are important, material and confidential and gravely affect the effective and successful conduct of the Business and its goodwill.

(b) Noncompetition. Promisor agrees that for a period of five (5) years following termination of Promisor's employment with Buyer, Promisor shall not:

(i) Call upon, solicit, divert, take away or attempt to call upon, solicit, divert or take away any past, existing or potential customers, suppliers, businesses, or accounts of the Business in connection with any business substantially similar to the Business in the Territory;

(ii) Hire, attempt to hire, contact or solicit with respect to hiring for Promisor or on behalf of any other person any present or future employee of the Company or Buyer in the Business;

(iii) Engage in, or give any advice to any person, firm, partnership, association, venture, corporation or other entity engaged in, a business substantially similar to the Business in the Territory;

(iv) Lend credit, money or reputation for the purpose of establishing or operating a business substantially similar to the Business in the Territory;

(v) Do any act that Promisor knew or should have known might injure the Company or Buyer; and

(vi) Without limiting the generality of the foregoing provisions, conduct a business substantially similar to the Business under the names "QCS Interactive, Inc.," "Edle

Enterprise Inc." or any other trade names, trademarks or service marks used by the Company in the Territory.

The covenants in subsections (i) through (vi) are intended to restrict Promisor from competing in any manner with Buyer or the Business in the activities that have heretofore been carried on by the Company. The obligations set forth in subsections (i) through (vi) above shall apply to actions by Promisor, through any form of ownership, and whether as principal, officer, director, agent, employee, employer, consultant, shareholder or holder of any equity security (beneficially or as trustee of any trust), lender, partner, joint venturer or in any other individual or representative or affiliated capacity whatsoever. However, none of the foregoing shall prevent Promisor from being the holder of up to 5.0% in the aggregate of any class of securities of any corporation engaged in the activities described in subsections (i) through (vi) above, provided that such securities are listed on a national securities exchange or reported on the Nasdaq National Market.

(c) Enforcement of Covenants.

(a) Promisor acknowledges that a violation or attempted violation of any of the covenants and agreements in Sections 1 and 2 above will cause such damage to Buyer and the Company as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law, and accordingly, Promisor agrees that Buyer and the Company shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of such covenants and agreements by Promisor, or the affiliates, partners or agents of such Promisor, as well as recover from Promisor any and all costs and expenses sustained or incurred by Buyer and the Company in obtaining such an injunction, including, without limitation, reasonable attorneys' fees. Promisor agrees that no bond or other security shall be required in connection with such injunction. Promisor further agrees that the five (5) year period of restriction set forth in Sections 1 and 2 above shall be tolled during any period of violation thereof by Promisor. Any exercise by Buyer or the Company of their respective rights pursuant to this Section 3 shall be cumulative and in addition to any other remedies to which Buyer or the Company may be entitled. Each party represents and warrants that it has been represented by counsel in the negotiation and execution of this Agreement, including without limitation the provisions set forth above in this Section 3(a) concerning the recovery of attorney's fees.

(b) Promisor understands and acknowledges that each of Buyer and the Company shall have the right, in its sole discretion, to reduce the scope of any covenants set forth in Sections 1 and 2, or any portion thereof, without Promisor's consent, effective immediately upon receipt by Promisor of written notice thereof; and Promisor agrees that Promisor shall comply forthwith with any covenant as so modified, which shall be fully enforceable as so revised in accordance with the terms of this Agreement.

(d) Intellectual Property. Promisor recognizes and agrees that, on and after the date hereof, Promisor will not have the right to use for Promisor's own account any of the service marks,

trademarks, trade names, licenses, procedures, processes, labels, trade secrets or customer lists owned by or licensed to the Company.

(c) Validity. To the extent permitted by applicable law, if it should ever be held that any provision contained herein does not contain reasonable limitations as to time, geographical area or scope of activity to be restrained, then the court so holding shall at the request of the Buyer or the Company reform such provisions to the extent necessary to cause them to contain reasonable limitations as to time, geographical area and scope of activity to be restrained and to give the maximum permissible effect to the intentions of the parties as set forth herein; and the court shall enforce such provisions as so reformed. If, notwithstanding the foregoing, any provision hereof is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or enforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically by the Company as a part hereof a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable, and the parties hereby agree to such provision.

(f) Notice. Any notice, request, instruction, document or other communication to be given hereunder by any party hereto to any other party hereto shall be in writing and validly given if (i) delivered personally, (ii) sent by telecopy with electronic confirmation of receipt, (iii) delivered by overnight express, or (iv) sent by registered or certified mail, postage prepaid, as follows:

If to Buyer or the Company:

TBC Acquisition Corp. dba Quality Copy Service  
3232 McKinney Avenue  
Suite 900  
Dallas, Texas 75204  
Attention: Margot T. Lebenberg, Esq.  
Telecopy No.: (214) 953-7556

If to Promisor:

Edle Enterprise Inc., d/b/a Quality Copy Service  
and/or  
QCS Interactive, Inc.  
1150 N.W. 72nd Avenue, Suite 600  
Miami, Florida 33126-1936  
Telecopy No.: (305) 591-4439  
Attn: Ms. Myrna T. Leal

and marked "Personal and Confidential"

With a copy to:

Holland & Knight LLP  
701 Brickell Avenue  
Miami, Florida 33131  
Attn: Lee F. Lasris, Esq.  
Telecopy No.: (305) 789-7799

or at such other address for a party as shall be specified by like notice. Any notice that is delivered personally, or sent by telecopy or overnight express in the manner provided herein shall be deemed to have been duly given to the party to whom it is directed upon receipt by such party. Any notice that is addressed and mailed in the manner herein provided shall be conclusively presumed to have been given to the party to whom it is addressed at the close of business, local time of the recipient, on the fourth day after the day it is so placed in the mail.

(g) Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(h) Modification and Waiver. No modification or amendment of any of the terms, conditions or provisions in this Agreement may be made otherwise than by written agreement signed by the parties hereto, except as provided in Sections 3(b) and 5 hereof. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party nor shall such waiver constitute a continuing waiver.

(i) Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any rights, interests or obligations hereunder may be assigned by any party hereto without the prior written consent of the other parties hereto, and any purported assignment in violation of this Section 9 shall be null and void.

(j) Headings. The headings of the sections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

(k) Governing Law. **THIS AGREEMENT SHALL BE CONSTRUED, ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO ITS CHOICE OF LAW PRINCIPLES).**

(l) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

(m) Territory. Promisor represents and warrants that the Territory includes all areas in which the Company has operations.



IN WITNESS WHEREOF, the parties have duly caused this Agreement to be executed as of the date first above written.

BUYER:

TBC ACQUISITION CORP.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

PROMISOR:

\_\_\_\_\_  
Myrna T. Leal

## **SCHEDULE 1**

### **TERRITORY**

That area within the states of Florida, New York, Colorado, Connecticut, Maryland, Michigan, North Carolina, Oregon and South Carolina and the Commonwealth of Massachusetts (collectively, the "States") and within one hundred (100) miles of any boundary of the States.

**ANNEX V**

**TO THAT CERTAIN  
AGREEMENT AND PLAN OF REORGANIZATION  
DATED AS OF AUGUST 29, 1997  
BY AND AMONG  
F.Y.I. INCORPORATED  
TBC ACQUISITION CORP.  
EDLE ENTERPRISE INC.  
QCSINTERACTIVE, INC.  
AND  
THE SHAREHOLDERS NAMED THEREIN  
ESCROW AGREEMENT**

## **ESCROW AGREEMENT**

THIS ESCROW AGREEMENT (the "Agreement") made and entered into as of the 29th day of August, 1997, by and among F.Y.I. INCORPORATED, a Delaware corporation ("FYI"), TBC ACQUISITION CORP., a Delaware corporation (the "Company"), Eduardo A. Leal and Myrna T. Leal (each a "Shareholder and collectively the "Shareholders"), and U.S. TRUST COMPANY OF TEXAS, N.A., of Dallas, Texas, as escrow agent (the "Agent").

### **WITNESSETH:**

WHEREAS, pursuant to the Agreement and Plan of Reorganization dated as of August 29, 1997 (the "Acquisition Agreement"), by and among FYI, the Company, Edle Enterprise Inc. and QCSINTERACTIVE, INC., Edle Enterprises of Puerto Rico, Inc. and the Shareholders, each of the parties has agreed to effect the Merger (as defined in the Acquisition Agreement);

WHEREAS, the Acquisition Agreement provides, as a condition to the closing of the Merger, that the parties execute and deliver this Agreement whereby a certain portion of the consideration to be payable to the Shareholders following the Merger would be placed in escrow for a period of time.

NOW, THEREFORE, for and in consideration of the mutual representations, warranties, covenants and agreements, and upon the terms, and subject to the conditions hereinafter set forth, the parties do hereto agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to them in the Acquisition Agreement.

2. Appointment of Agent. FYI, the Company and the Shareholders hereby appoint Agent as escrow agent in accordance with the terms and conditions set forth herein, and the Agent hereby accepts such appointment.

3. Deposit of Shares of FYI Common Stock.

(a) On the Closing Date, FYI and the Company shall, in accordance with Section 3.1 of the Acquisition Agreement, deposit with the Agent certificates for shares of the Common Stock of FYI as described on Exhibit "A" hereto, with the Agent's interest as escrow agent set forth on the face thereon (the "Escrowed Shares"), to be held in accordance with Section 4 below.

(b) All dividends and other income from time to time earned thereon with respect to the Escrowed Shares shall be held in escrow pursuant to the terms of this Agreement.

(c) Voting of Escrowed Shares. Until such time as FYI and/or the Company shall have delivered a notice to the Agent as described in the first sentence of Section 4(a) of this

Agreement, the Shareholders shall have the right to direct the Agent as to the manner of voting of such Escrowed Shares.

4. Disposition of Escrowed Shares.

(a) If the Agent shall receive a written notice from FYI and/or the Company at any time from the date of this Agreement through March 31, 1999 certifying (i) that FYI and/or the Company (A) has suffered FYI Losses, Environmental Costs or Employee Claims or there has been a breach of the Shareholders' warranties in Section 9.6 of the Acquisition Agreement, and, as a result, is entitled to payment hereunder pursuant to Section 9.6 or Section 10 of the Acquisition Agreement, as the case may be, or (B) is entitled to Escrowed Shares as a result of the application of the Setoff (as defined in Annex II of the Acquisition Agreement), (ii) the total amount FYI and/or the Company is entitled to be paid from the Escrowed Shares (a "Claim") with respect to such FYI Losses, Environmental Costs, Employee Claims, breach of Section 9.6 or Setoff, as the case may be, and (iii) that FYI and/or the Company has delivered a copy of such notice to the Shareholder Representative (as defined and described in Section 9 hereof) with respect to such Claim, then the Agent shall promptly (and in any event within ten (10) days following receipt of such notice from FYI and/or the Company) deliver a copy of such notice to the Shareholder Representative. If the Agent does not, within twenty (20) days after its delivery of such notice, receive a written objection from the Shareholder Representative with respect to such Claim, the Agent shall promptly deliver to FYI and/or the Company such amount of the Escrowed Shares equal to the amount that FYI and/or the Company shall have specified as its Claim valued at the closing price for such Escrowed Shares as reported by the Nasdaq National Market System for the Closing Date. If the Agent shall receive a written objection from the Shareholder Representative within such twenty (20) day period, a conflict shall be deemed to have arisen and the Agent shall within five (5) days of the Agent's receipt of the written objection from the Shareholder Representative, deliver notice of such conflict to the parties hereunder, and the Agent shall be entitled to refrain from taking any action until the Agent shall be directed otherwise in accordance with Section 4(b) below.

(b) If a conflict shall have arisen as described in Section 4(a) above, upon receipt by the Agent during the term of this Agreement of (i) joint written instructions signed by FYI and/or the Company and the Shareholder Representative directing payment of all or a portion of the Escrowed Shares, or (ii) a final judgment or order of a court of competent jurisdiction directing the payment of an amount of the Escrowed Shares held hereunder, the Agent shall promptly deliver to the person or persons specified, out of the escrow created hereunder and in the manner specified in the instructions, judgment or order, based upon the closing price of the Escrowed Shares as reported by the Nasdaq National Market System for the Closing Date, or otherwise agreed upon in writing by FYI, the Company and the Shareholder Representative, as the case may be, the amount or amounts of Escrowed Shares specified in such instructions, judgment or order, and the Agent shall thereupon be relieved and discharged from any responsibility or obligation with respect to such amount or amounts of the Escrowed Shares delivered in accordance with this Agreement.

(c) Unless otherwise notified by a joint instruction signed by FYI and/or the Company and the Shareholder Representative, in the event the escrow created hereunder is not sooner terminated pursuant to the provisions of Section 4(c) below or extended pursuant to the provisions of this Section 4(c), the escrow period and the escrow created hereunder shall terminate at the close of business on March 31, 1999 (the "Escrow Period"). Upon such termination, the Agent shall release and deliver to the Shareholders the Escrowed Shares remaining in escrow; provided, however, if FYI and/or the Shareholder Representative has filed a Claim with the Agent and the Shareholder Representative prior to such termination, which Claim has not been resolved in accordance with Section 4(a) or (b) above by the date of termination, the Agent shall release and pay to the Shareholders only the amount of Escrowed Shares remaining in escrow in excess of the aggregate amount of the outstanding and unresolved Claim(s) of FYI and/or the Company, based upon the closing price of such Escrowed Shares as reported on the Closing Date. Upon resolving all remaining Claims in accordance with this Section 4, including any distributions to FYI and/or the Company (which may be after the period provided herein, in which case the Escrow Period shall be extended to such time in which all Claims are resolved), the Agent shall release and pay to the Shareholders all Escrowed Shares held in escrow hereunder and close the escrow, whereupon the Escrow Period and the escrow created hereunder shall be terminated.

(d) Notwithstanding the provisions of Section 4(c) above, at the conclusion of the Escrow Period, if any Claim has not been resolved in accordance with the terms hereof, the Agent shall have the right, in its sole discretion, to deposit with the registry of any State or Federal court located in the City of Dallas, State of Texas, the amount remaining in escrow that equals the aggregate amount of the outstanding and unresolved Claims of FYI and/or the Company, based upon the closing price of such Escrowed Shares as reported on the Nasdaq National Market System for the Closing Date. In such a case, the Agent shall implead FYI and the Company and the Shareholders in any such action filed with the Court.

(e) Unless otherwise notified in a joint instruction signed by FYI and/or the Company and the Shareholder Representative, in the event the Agent disburses to FYI and/or the Company all Escrowed Shares held in escrow in accordance with the terms of this Section 4 prior to March 31, 1999, the Escrow Period and the escrow created hereunder shall immediately terminate and the Agent shall close the escrow and give notice thereof to FYI, the Company and the Shareholder Representative.

##### **5. Duties and Obligations.**

(a) The Agent shall have no duties or responsibilities other than those expressly set forth herein. The Agent shall have no duty to enforce any obligation of any person to make any payment or delivery, or to direct or cause any payment or delivery to be made, or to enforce any obligation of any persons to perform any other act. The Agent shall be under no liability to FYI, the Company or the Shareholders or to anyone else by reason of any failure on the part of any party hereto or any maker, guarantor, endorser or other signatory

of any document or any other person to perform such person's obligations under any such document.

(b) The Agent shall not be liable to FYI, the Company and the Shareholders or to anyone else for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith and in the exercise of its own best judgment. The Agent may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) that is believed by the Agent to be genuine and to be signed or presented by the proper person or persons.

(c) The Agent shall not be responsible for the sufficiency or accuracy of the form of, or the execution, validity, value or genuineness of, any document or property received, held or delivered by it hereunder, or of any signature or endorsement thereon, or for any lack of endorsement thereon, or for any description therein, nor shall the Agent be responsible or liable to FYI, the Company or the Shareholders or to anyone else in any respect on account of the identity, authority, or rights of the persons executing or delivering or purporting to execute or deliver any document or property or this Agreement. The Agent shall not be liable to FYI, the Company or the Shareholders or to anyone else for any loss that may be incurred by reason of any investment of any monies it holds hereunder.

(d) To the extent that the Agent becomes liable for the payment of taxes, including withholding taxes, in respect of income derived from the investment of funds held hereunder or any payment made hereunder, the Agent may pay such taxes. The Agent may withhold from any payment of monies held by it hereunder such amount as the Agent estimates to be sufficient to provide for the payment of such taxes not yet paid, and may use the sum withheld for that purpose. The Agent shall be indemnified and held harmless against any liability for taxes and for any penalties or interest in respect of taxes on such investment income or payments in the manner provided in Section 5(e) below.

(e) The Agent shall be indemnified and held harmless jointly and severally by FYI, the Company and the Shareholders from and against any and all expenses, including attorneys' fees and disbursements, or losses suffered by the Agent in connection with any action, suit or other proceeding involving any claim, or in connection with any claim or demand, which in any way, directly or indirectly, arises out of or relates to this Agreement, the services of the Agent hereunder, the monies or other property held by it hereunder or any income earned from investment of such monies, other than arising as a result of the Agent's gross negligence or willful misconduct.

6. Compensation and Reimbursement of Agent. The Agent shall be entitled to compensation by the Shareholders and the Company as provided on Schedule I attached hereto (fifty percent (50%) of which shall be payable by the Shareholders and fifty percent (50%) of which shall be payable by the Company) and to reimbursement from the Shareholders and the

Company (on the basis set forth in the foregoing parenthetical) for all reasonable expenses paid or incurred by it in the administration of its duties hereunder, including but not limited to all reasonable attorneys' and agents' fees and disbursements and all taxes or other governmental charges.

7. Further Assurances. From time to time on and after the date hereof, FYI, the Company and the Shareholders shall deliver or cause to be delivered to the Agent such further documents and instruments and shall do and cause to be done such further acts as the Agent shall reasonably request to carry out more effectively the provisions and purposes of this Agreement, to evidence compliance herewith or to assure itself that it is protected in acting hereunder.

8. Termination of Agreement and Resignation of Agent.

(a) This Agreement shall terminate on the final disposition of the monies and property held in escrow hereunder, provided that the rights of the Agent and the obligations of FYI, the Company and the Shareholders under Sections 5, 6 and 10 shall survive the termination hereof.

(b) The Agent may resign at any time and be discharged from its duties as escrow agent hereunder by giving FYI, the Company and the Shareholder Representative at least forty-five (45) days' notice thereof. As soon as practicable after its resignation, the Agent shall turn over to a successor escrow agent appointed by FYI, the Company and the Shareholder Representative all monies and property held hereunder (less such amount as the Agent is entitled to retain pursuant to Section 5(e) or 6 hereof) upon presentation of the document appointing the new escrow agent and its acceptance thereof. If no new escrow agent is so appointed within the forty-five (45) day period following such notice of resignation, the Agent may deposit the aforesaid monies and property with the registry of any State or Federal court located in the City of Dallas, State of Texas.

9. Appointment and Acceptance of Shareholder Representative.

(a) In order to facilitate the consummation of the transactions contemplated by this Agreement and the Acquisition Agreement and the resolution of matters after the Closing between FYI, the Company and the Shareholders, Eduardo A. Leal (the "Shareholder Representative") shall serve as the attorney-in-fact and agent for each of the Shareholders in his or her name, place and stead in connection with the transactions contemplated by this Agreement in accordance with the terms of this Agreement, such appointment being coupled with an interest and irrevocable. By executing and delivering this Agreement, the Shareholder Representative hereby accepts its authorization and appointment as the Shareholder Representative and as attorney-in-fact and agent on behalf of the Shareholders in accordance with the terms of this Agreement.

(b) Each Shareholder hereby expressly acknowledge and agrees that (i) the Shareholder Representative is authorized to act on his or her behalf notwithstanding any dispute or disagreement between or among the Shareholders and (ii) FYI and the Company



and any other person shall be entitled to rely on any and all actions taken by the Shareholder Representative under or pursuant to this Agreement without liability to, or obligation to inquire of, any Shareholder.

(c) The authority of the Shareholder Representative hereunder shall continue and be effective until all of the rights and obligations of the Shareholders hereunder, or any dispute arising hereunder, shall terminate.

**10. Consent to Service of Process.** FYI and the Company and the Shareholders hereby irrevocably consent to the jurisdiction of the courts of the State of Texas and of any Federal court located in such State in connection with any action, suit or other proceeding arising out of or relating to this Agreement or any action taken or omitted hereunder, and each such party waives personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified or registered mail directed to such person at such person's address for purposes of notices hereunder. In the event that the person so served fails to appear or answer within the time prescribed by law, that person shall be deemed in default and judgment may be entered by the Agent against that person for the amount or other relief as demanded in any summon, complaint or other proceeds so served.

**11. Notices.** Any notice, request, instruction, document or other communication to be given hereunder by any party hereto to any other party hereto shall be in writing and validly given if (i) delivered personally, (ii) sent by facsimile with electronic confirmation of receipt, (iii) delivered by overnight express, or (iv) sent by registered or certified mail, postage prepaid, as follows:

(i) If to FYI and the Company:

F.Y.I. Incorporated  
TBC Acquisition Corp.  
3232 McKinney Avenue  
Suite 900  
Dallas, Texas 75204  
Attention: Margot T. Lebenberg, Esq.  
Telephone No. (214) 953-7555  
Facsimile No. (214) 953-7556

(ii) If to the Shareholders, c/o the Shareholder Representative:

Mr. Eduardo A. Leal  
1150 N.W. 72nd Avenue, Suite 600  
Miami, Florida 33126-1936  
Facsimile No. (305) 591-4439

(iii) If to the Agent:

U.S. Trust Company of Texas, N.A.  
2001 Ross Avenue, Suite 2700  
Dallas, Texas 75201  
Attention: Mr. John C. Stohlmann  
Telephone No. (214) 754-1254  
Facsimile No. (214) 754-1303

or at such other address for a party as shall be specified by like notice. Any notice that is delivered personally, or sent by telecopy or overnight express in the manner provided herein shall be deemed to have been duly given to the party to whom it is directed upon receipt by such party. Any notice that is addressed and mailed in the manner herein provided shall be conclusively presumed to have been given to the party to whom it is addressed at the close of business, local time of the recipient, on the fifth day after the day it is so placed in the mail.

12. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof, and no party shall be liable or bound to the other in any manner by any representations or warranties not set forth herein.

13. Successors and Assigns. This Agreement and the rights and obligations hereunder may not be assigned, except that FYI and the Company may assign this Agreement and its rights and obligations hereunder only to a successor to such party's entire business. This Agreement and the rights and obligations hereunder of the Agent may be assigned by the Agent only to a successor to its entire business. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, heirs and permitted assigns. No other person shall acquire or have any rights under or by virtue of this Agreement. This Agreement is intended to be for the sole benefit of the parties hereto, and (subject to the provisions of this Section 13) their respective successors, heirs and assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of any third person.

14. Rules of Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing such instrument to be drafted. The terms "hereby", "hereof", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement in its entirety and not only to the particular portion of this Agreement where the term is used. The word "person" shall mean any natural person, partnership, corporation, government and any other form of business or legal entity. All words or terms used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

15. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

16. Modification and Waiver. Any of the terms or conditions of this Agreement may be waived in writing at any time by the party which is entitled to the benefits thereof, and this Agreement may be modified or amended by a written instrument executed by all parties hereto. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

**17. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED, ENFORCED, AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO ITS CHOICE OF LAW PRINCIPLES).**

18. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed as of the day and year first above written.

F.Y.I.:

F.Y.I. INCORPORATED

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE COMPANY:

TBC ACQUISITION CORP.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE SHAREHOLDERS:

\_\_\_\_\_  
Eduardo A. Leal

\_\_\_\_\_  
Myrna T. Leal

THE SHAREHOLDER REPRESENTATIVE:

\_\_\_\_\_  
Eduardo A. Leal

**THE AGENT:**

**U.S. TRUST COMPANY OF TEXAS, N.A.**

**By: \_\_\_\_\_**  
**Name: John C. Stohlmann**  
**Title: Vice President**

**EXHIBIT "A"**

<b><u>Shareholder</u></b>	<b><u>Number of Escrowed Shares</u></b>
Eduardo A. Leal	7,288
Myrna T. Leal	7,287

**SCHEDULE I**

**COMPENSATION OF ESCROW AGENT**

\$2,500 per year.

**ANNEX VI**

**TO THAT CERTAIN  
AGREEMENT AND PLAN OF REORGANIZATION  
DATED AS OF AUGUST 29, 1997  
BY AND AMONG  
F.Y.I. INCORPORATED  
TBC ACQUISITION CORP.  
EDLE ENTERPRISE INC.  
QCSINTERACTIVE, INC.  
AND  
THE SHAREHOLDERS NAMED THEREIN  
SHAREHOLDER RELEASE**



### **SHAREHOLDER RELEASE**

The undersigned, the shareholders (the "Shareholders") of Edle Enterprise Inc. and QCS Interactive, Inc., each a Florida corporation (collectively, the "Company"), hereby certify, with respect to the Agreement and Plan of Reorganization dated as of August 29, 1997 by and among F.Y.I. Incorporated ("FYI"), TBC Acquisition Corp. dba Quality Copy Service ("Acquisition"), the Company, Edle Enterprises of Puerto Rico, Inc. ("Edle Puerto Rico") and the Shareholders:

1. Each Shareholder releases the Company and Edle Puerto Rico from any and all claims of such Shareholder against the Company and obligations of the Company and Edle Puerto Rico to such Shareholder other than as set forth on the schedule annexed hereto, obligations arising in connection with the Agreement and Plan of Reorganization described above, any employment, consulting and noncompetition agreements between the Shareholder and FYI and/or Acquisition, any options to purchase FYI Stock granted by FYI to the undersigned and any right to the issuance of the shares of FYI Stock set forth on Annex II to the Agreement and Plan of Reorganization described above. Each of the Shareholders waives each and every one of such rights that he or she may have under Florida and Delaware law to the full extent that he or she may lawfully waive such rights with respect to this general release of claims. Each Shareholder represents that he or she has been represented by counsel in the negotiation of this Release.

2. This Release may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Shareholder Release to be duly executed, delivered and authorized, as of this 29th day of August, 1997.

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Eduardo A. Leal

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Myrna T. Leal

**ANNEX VII**

**TO THAT CERTAIN  
AGREEMENT AND PLAN OF REORGANIZATION  
DATED AS OF AUGUST 29, 1997  
BY AND AMONG  
F.Y.I. INCORPORATED  
TBC ACQUISITION CORP.  
EDLE ENTERPRISE INC.  
QCSINTERACTIVE, INC.  
AND  
THE SHAREHOLDERS NAMED THEREIN**

**OPINION OF COUNSEL TO EDLE ENTERPRISE INC. AND QCSINTERACTIVE,  
INC. (the "Company")**

(i) The Company has been duly organized and is validly existing in good standing under the laws of the State of Florida, and each of Edle Enterprises of Puerto Rico, Inc. ("Edle of Puerto Rico") and Quality Copy Service, Inc. has been duly organized and is validly existing under the laws of its jurisdiction of incorporation;

(ii) The authorized and outstanding capital stock of the Company is as represented in the Agreement; each share of such stock has been duly and validly authorized and issued, and is fully paid and nonassessable;

(iii) To our knowledge, neither the Company nor Edle of Puerto Rico has any outstanding options, warrants, calls, conversion rights or other commitments of any kind to issue or sell any of its capital stock;

(iv) The Agreement has been duly authorized, executed and delivered by the Company, Edle of Puerto Rico and the Shareholders, and constitutes a valid and binding agreement of the Company and such Shareholders, enforceable against the Company, Edle of Puerto Rico and such Shareholders in accordance with its terms;

(v) Assuming the due authorization, execution, delivery and filing of the Certificate of Merger with the Secretary of State in the State of Delaware, the Merger shall become effective under the laws of the State of Delaware; assuming the due authorization, execution, delivery and filing of the Articles of Merger with the Secretary of State in the State of Florida, the Merger shall become effective under the laws of the State of Florida. Upon the consummation of the Merger, no former shareholder of the Company will be entitled to any rights as a dissenting shareholder;

(vi) To our knowledge, except to the extent set forth on Schedule 5.12(b) to the Agreement, the Company is not in default, nor has received any notice of default, under any of the contracts or agreements listed on such Schedule 5.12(a);

(vii) To our knowledge, except as set forth on Schedule 5.15 (a schedule to the Agreement or to opinion), no notice to, consent, authorization, approval or order of any court or Agency or body or of any other third party is required in connection with the execution, delivery or consummation of the Agreement by the Company, Edle of Puerto Rico or any of the Shareholders except for such notices, consents, authorizations, approvals or orders as have already been made or obtained; and

(viii) The execution of the Agreement and the performance by the Company and the Shareholders of their respective obligations thereunder will not violate any of the terms or provisions of the Charter Documents of the Company or result in any breach of or default under any lease, instrument, license, permit or any other agreement listed on Schedules 5.7, 5.10 or 5.12(a) to the Agreement, except to the extent specifically set forth on such Schedules and on Schedule 5.12(b) to the Agreement.

**ANNEX VIII**

**TO THAT CERTAIN  
AGREEMENT AND PLAN OF REORGANIZATION  
DATED AS OF AUGUST 29, 1997**

**BY AND AMONG  
F.Y.I. INCORPORATED  
TBC ACQUISITION CORP.  
EDLE ENTERPRISE INC.  
QCSINTERACTIVE, INC.**

**AND  
THE SHAREHOLDERS NAMED THEREIN**

**LOCK-UP AGREEMENTS**

## LOCK-UP AGREEMENT

August 29, 1997

F.Y.I. INCORPORATED  
3232 McKinney Avenue  
Suite 900  
Dallas, Texas 75204

The undersigned is a party to that certain Agreement and Plan of Reorganization (the "Agreement") dated as of August 29, 1997 by and among F.Y.I. Incorporated ("FYI"), TBC Acquisition Corp. dba Quality Copy Service, Edle Enterprise Inc. and QCSINTERACTIVE, INC. (collectively, the "Company"), Edle Enterprises of Puerto Rico, Inc. and the shareholders of the Company, including the undersigned. Under the Agreement, the undersigned has agreed not to sell fifty-one (51%) of the shares of FYI Common Stock ("FYI Stock") to be received by the undersigned pursuant to the Agreement for a period of two (2) years from the closing of the transactions under the Agreement (the "Closing") and the balance of such shares of FYI Stock to be received by the undersigned for a period of three (3) months from the Closing.

The undersigned recognizes that it is in the best financial interests of the undersigned, as a shareholder of FYI, and of FYI, that such portion of the FYI Stock received thereby be subject to such restrictions and hereby agrees as follows:

For a period of two (2) years from the Closing with respect to fifty-one percent (51%) of the shares of FYI Stock to be received by the undersigned in connection with the consummation of the transactions under the Agreement and for a period of three (3) months from the Closing with respect to the balance of the shares of FYI Stock to be received by the undersigned in connection with the consummation of the transactions under the Agreement, the undersigned shall not (a) sell, assign, exchange, transfer, distribute or otherwise dispose of (i) any of such shares of FYI Stock received by the undersigned in the Merger, or (ii) any interest (including, without limitation, an option to buy or sell) in any such shares of FYI Stock, in whole or in part, and no such attempted transfer shall be treated as effective for any purpose; or (b) engage in any transaction, whether or not with respect to any shares of FYI Stock or any interest therein, the intent or effect of which is to reduce the risk of owning the shares of FYI Stock acquired pursuant to the Agreement (including, by way of example and not limitation, engaging in put, call, short-sale, straddle or similar market transactions). The certificates evidencing the shares of the FYI Stock delivered to the undersigned pursuant to the Agreement will bear a legend substantially in the form set forth below and containing such other information as FYI may deem necessary or appropriate:

**THE SHARES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, ASSIGNED, EXCHANGED, TRANSFERRED, DISTRIBUTED OR OTHERWISE DISPOSED OF, AND THE ISSUER SHALL NOT BE REQUIRED TO GIVE EFFECT**

TO ANY ATTEMPTED SALE, ASSIGNMENT, EXCHANGE, TRANSFER, DISTRIBUTION OR OTHER DISPOSITION PRIOR TO AUGUST 31, 1999 WITH RESPECT TO 51% OF THE SHARES AND NOVEMBER 30, 1997 WITH RESPECT TO 49% OF THE SHARES. UPON THE WRITTEN REQUEST OF THE HOLDER OF THIS CERTIFICATE, THE ISSUER AGREES TO REMOVE THIS RESTRICTIVE LEGEND (AND ANY STOP ORDER PLACED WITH THE TRANSFER AGENT) AFTER THE DATE SPECIFIED ABOVE.

THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A TRANSACTION TO WHICH RULE 145 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, APPLIES. THESE SHARES MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE TERMS OF SUCH RULE.

Very truly yours,

By: \_\_\_\_\_  
Printed Name: Eduardo A. Leal

## LOCK-UP AGREEMENT

August 29, 1997

F.Y.I. INCORPORATED  
3232 McKinney Avenue  
Suite 900  
Dallas, Texas 75204

The undersigned is a party to that certain Agreement and Plan of Reorganization (the "Agreement") dated as of August 29, 1997 by and among F.Y.I. Incorporated ("FYI"), TBC Acquisition Corp. dba Quality Copy Service, Edle Enterprise Inc. and QCSINTERACTIVE, INC. (collectively the "Company"), Edle Enterprises of Puerto Rico, Inc. and the shareholders of the Company, including the undersigned. Under the Agreement, the undersigned has agreed not to sell fifty-one percent (51%) of the shares of FYI Common Stock ("FYI Stock") to be received by the undersigned pursuant to the Agreement for a period of two (2) years from the closing of the transactions under the Agreement (the "Closing") and the balance of such shares of FYI Stock to be received by the undersigned for a period of three (3) months from the Closing.

The undersigned recognizes that it is in the best financial interests of the undersigned, as a shareholder of FYI, and of FYI, that such portion of the FYI Stock received thereby be subject to such restrictions and hereby agrees as follows:

For a period of two (2) years from the Closing with respect to fifty-one percent (51%) of the shares of FYI Stock to be received by the undersigned in connection with the consummation of the transactions under the Agreement and for a period of three (3) months from the Closing with respect to the balance of the shares of FYI stock to be received by the undersigned in connection with the consummation of the transactions under the Agreement, the undersigned shall not (a) sell, assign, exchange, transfer, distribute or otherwise dispose of (i) any of such shares of FYI Stock received by the undersigned in the Merger, or (ii) any interest (including, without limitation, an option to buy or sell) in any such shares of FYI Stock, in whole or in part, and no such attempted transfer shall be treated as effective for any purpose; or (b) engage in any transaction, whether or not with respect to any shares of FYI Stock or any interest therein, the intent or effect of which is to reduce the risk of owning the shares of FYI Stock acquired pursuant to the Agreement (including, by way of example and not limitation, engaging in put, call, short-sale, straddle or similar market transactions). The certificates evidencing the shares of the FYI Stock delivered to the undersigned pursuant to the Agreement will bear a legend substantially in the form set forth below and containing such other information as FYI may deem necessary or appropriate:

**THE SHARES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, ASSIGNED, EXCHANGED, TRANSFERRED, DISTRIBUTED OR OTHERWISE DISPOSED OF, AND THE ISSUER SHALL NOT BE REQUIRED TO GIVE EFFECT**

TO ANY ATTEMPTED SALE, ASSIGNMENT, EXCHANGE, TRANSFER, DISTRIBUTION OR OTHER DISPOSITION PRIOR TO AUGUST 31, 1999 WITH RESPECT TO 51% OF THE SHARES AND NOVEMBER 30, 1997 WITH RESPECT TO 49% OF THE SHARES. UPON THE WRITTEN REQUEST OF THE HOLDER OF THIS CERTIFICATE, THE ISSUER AGREES TO REMOVE THIS RESTRICTIVE LEGEND (AND ANY STOP ORDER PLACED WITH THE TRANSFER AGENT) AFTER THE DATE SPECIFIED ABOVE.

THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A TRANSACTION TO WHICH RULE 145 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, APPLIES. THESE SHARES MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE TERMS OF SUCH RULE.

Very truly yours,

By: \_\_\_\_\_  
Printed Name: Myrna T. Leal



**SCHEDULE 5.2(1)**

Edle is qualified or licensed to do business as a foreign corporation in the following jurisdictions:

- 1) Massachusetts
- 2) Oregon
- 3) South Carolina: *Has done business and has paid Taxes in this state since October 2, 1995, but applied for qualification to do business on July 2, 1997. There is a possible maximum penalty of \$1,000 per year that business was conducted and Edle was not qualified.*
- 4) North Carolina: *Has done business and has paid Taxes in this state since August 5, 1995, but applied for qualification to do business on July 2, 1997. There is a possible maximum penalty of \$1,000 per year that business was conducted and Edle was not qualified.*
- 5) Michigan: *Has done business and has paid Taxes in this state since April 29, 1995, but applied for qualification to do business on July 2, 1997. There is a possible penalty of \$100.00 to \$1,000.00 per month that business was conducted and Edle was not qualified (not to exceed \$10,000). Michigan Attorney General decides who to prosecute and how much the fines will be.*
- 6) Connecticut: *Has done business and has paid Taxes in this state since November 1992, but applied for qualification to do business on July 2, 1997. There is a maximum possible penalty of \$2,000 (at Connecticut's discretion) for conducting business without being qualified.*
- 7) New York: *Has done business and has paid Taxes in this state since May 1, 1995, but applied for qualification to do business on July 2, 1997. Any penalty is assessed at the*