

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

THE THOMSON CORPORATION,
HARCOURT GENERAL, INC. and
REED ELSEVIER INC.,

Defendants.

Civil Action No.
(Antitrust)

01 1419

Filed:

Entered: October 30, 2001

FILED

OCT 31 2001

NANCY MAYER WHITTINGTON, CLERK
U.S. DISTRICT COURT

FINAL JUDGMENT

WHEREAS, plaintiff, the United States of America ("United States"), filed its Complaint on June 27, 2001, plaintiff and defendants, The Thomson Corporation ("Thomson"), Harcourt General, Inc. ("Harcourt"), and Reed Elsevier Inc. ("Reed Elsevier"), by their respective attorneys, have consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law, and without this Final Judgment constituting any evidence against or admission by any party regarding any issue of fact or law;

AND WHEREAS, defendants agree to be bound by the provisions of this Final Judgment pending its approval by the Court;

AND WHEREAS, the essence of this Final Judgment is the prompt and certain divestiture of certain rights or assets by defendants to assure that competition is not substantially lessened;

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AND WHEREAS, plaintiff requires defendants to make certain divestitures for the purpose of remedying the loss of competition alleged in the Complaint;

AND WHEREAS, defendants have represented to the United States that the divestitures required below can and will be made and that defendants will later raise no claim of hardship or difficulty as grounds for asking the Court to modify any of the divestiture provisions contained below;

NOW THEREFORE, before any testimony is taken, without trial or adjudication of any issue of fact or law, and upon consent of the parties, it is ORDERED, ADJUDGED AND DECREED:

I. Jurisdiction

The Court has jurisdiction over the subject matter of and each of the parties to this action. The Complaint states a claim upon which relief may be granted against defendants under Section 7 of the Clayton Act, as amended (15 U.S.C. § 18).

II. Definitions

As used in this Final Judgment:

A. "Acquirer" or "Acquirers" means the entity or entities to whom defendants divest any of the Divestiture Assets.

B. "AIMS Business" means Harcourt's Agency Information Management Services business, which provides assistance to state agencies, departments, or other such organizations in the management of the state licensing process, including:

1. All tangible assets that are used exclusively for the AIMS Business, including research and development activities, all networking equipment, tooling and fixed assets,

personal property, inventory, office furniture, materials, supplies, and other tangible property, and all assets used exclusively in connection with the AIMS Business; all licenses, permits and authorizations issued by any governmental organization relating exclusively to the AIMS Business; all contracts, teaming arrangements, agreements, leases, commitments, certifications, and understandings relating exclusively to the AIMS Business, including supply agreements; all customer lists, contracts, accounts, and credit records or similar records of all sales and potential sales by the AIMS Business; all sales support and promotional materials, advertising materials and production, sales, and marketing files relating exclusively to the AIMS Business; all repair and performance records, and all other records relating exclusively to the AIMS Business;

2. All intangible assets that are used exclusively in the AIMS Business and are used in the development, production, servicing, sale, administration, assessment, and dissemination of tests and test results including, but not limited to, all patents, licenses and sublicenses, intellectual property, copyrights, trademarks, trade names, service marks, service names, but no corporate trademarks or trade names of Thomson or Harcourt; technical information; computer software and related documentation; know-how, trade secrets, drawings, blueprints, designs, design protocols, specifications for materials, specifications for parts and devices; all research data concerning historic and current research and development relating exclusively to the AIMS Business including, but not limited to the designs of experiments, and the results of successful and unsuccessful designs and experiments; quality assurance and control procedures; design tools and simulation capability; and all manuals and technical information defendants provide to those employees, customers, suppliers, agents or licensees exclusively devoted to the AIMS Business.

C. "ASI" means all of the assets of defendant Harcourt's wholly-owned subsidiary Assessment Systems, Inc., a Pennsylvania corporation with its headquarters in Bala Cynwyd, Pennsylvania, excluding Harcourt's AIMS Business and State Testing Business, as defined in this Final Judgment, but including the following:

1. All tangible assets that comprise ASI, including research and development activities, all fixed, mobile, and other testing centers listed in Exhibit B, any accompanying property rights in real estate or equipment used in any of those testing centers, all networking equipment, tooling and fixed assets, personal property, inventory, office furniture, materials, supplies, and other tangible property, and all assets used exclusively in connection with ASI; all licenses, permits and authorizations issued by any governmental organization relating to ASI; all contracts, teaming arrangements, agreements, leases, commitments, certifications, and understandings relating to ASI, including supply agreements; all customer lists, contracts, accounts, and credit records or similar records of all sales and potential sales by ASI; all sales support and promotional materials, advertising materials and production, sales, and marketing files relating to ASI; all repair and performance records, and all other records relating to ASI;

2. All intangible assets used in the development, production, servicing, sale, administration, assessment, and dissemination of tests and test results including, but not limited to, all patents, licenses and sublicenses, intellectual property, copyrights, trademarks, trade names, service marks, service names, but no corporate trademarks or trade names of Thomson or Harcourt; technical information; computer software and related documentation including, but not limited to, test drivers, scheduling software, and the OMEGA, EXPro, and REG2000 software platforms; know-how, trade secrets, drawings, blueprints, designs, design protocols, specifications

for materials, specifications for parts and devices; all research data concerning historic and current research and development relating to ASI including, but not limited to, all test item banks, psychometric data, statistical reports of test results, designs of computer-based examinations and testing centers, and the designs of experiments, and the results of successful and unsuccessful designs and experiments; quality assurance and control procedures, including all security measures used in the development, administration, and assessment of computer-based tests and the reporting of exam results; design tools and simulation capability; and all manuals and technical information defendants provide to their own employees, customers, suppliers, agents or licensees.

D. "College Textbook Products" means all of the college textbooks identified on Exhibit A attached hereto. Each College Textbook Product also includes all ancillary educational materials offered for sale or under development by any subsidiary or division of the defendants that are designed to be specific to a textbook product identified in Exhibit A, including teacher editions, workbooks, notebooks, charts, audio, video, software, any CD-ROM, DVD-ROM, Internet and broadcast components, teacher support and staff development materials, and any other materials in any form, format or media, and also includes:

1. All tangible assets that comprise the College Textbook Products, including research and development activities; all original and digital artwork, film plates, and other reproductive materials relating to the College Textbook Products including, but not limited to, all manuscripts, illustrations, any other content, and any revisions or revision plans thereof in print or digital form; all licenses, permits and authorizations issued by any governmental organization relating to the College Textbook Products; all contracts, teaming arrangements, agreements, commitments, certifications, and understandings relating to the College Textbook Products

including, but not limited to, author permissions and other similar agreements, supply and distribution agreements; all customer lists, contracts, accounts, and credit records, or similar records of all sales and potential sales of the College Textbook Products; all sales support and promotional materials, advertising materials, and production, sales and marketing files relating to the College Textbook Products; at the Acquirer(s)' option, computers and other tangible assets used primarily for the production of the College Textbook Products; and all performance and all other records relating to the College Textbook Products;

2. All intangible assets used in the development, production, servicing, marketing, and sale of the College Textbook Products including, but not limited to, all patents, licenses and sublicenses, intellectual property, copyrights, trademarks (registered and unregistered), trade names, service marks, service names, including all titles of existing products comprising the College Textbook Products, but no corporate trademarks or trade names of Thomson or Harcourt; all technical information, computer software and related documentation, know-how, trade secrets, drawings, blueprints, designs, design protocols, specifications for materials, specifications for parts and devices, safety procedures for the handling of materials and substances, quality assurance and control procedures, all manuals and technical information defendants provide to their own employees, customers, suppliers, agents or licensees; and all research data concerning historic and current research and development efforts relating to the College Textbook Products, including, but not limited to designs of experiments, and the results of successful and unsuccessful designs and experiments.

Defendants shall use their best efforts to facilitate the assignment to the Acquirer(s) of any of the above that defendants presently hold or use pursuant to a licence or any other agreement.

E. "Complete ASI Assets" means ASI, the AIMS Business, and the State Testing Business, as defined in this Final Judgment.

F. "Divestiture Assets" means the College Textbook Products and the Complete ASI Assets, as defined in this Final Judgment.

G. "Harcourt" means defendant Harcourt General, Inc., a Delaware corporation with its headquarters in Chestnut Hill, Massachusetts, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

H. "Reed Elsevier" means defendant Reed Elsevier Inc., a Massachusetts corporation with its headquarters in Newton, Massachusetts, its successors and assigns, and subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

I. "Retained Products" means any product offered for sale or in development by defendants as of the date of the filing of the Complaint in this matter that are not Divestiture Assets.

J. "State Testing Business" means only those contracts, agreements, or other understandings between Harcourt and any entity for the development, delivery, or administration of any licensing examinations to any state agencies or departments that are in effect as of the date of the filing of the Complaint in this matter, including

1. All tangible assets that are used exclusively for the State Testing Business, including research and development activities, all networking equipment, tooling and fixed assets, personal property, office furniture, materials, supplies, and other tangible property, and all assets

used exclusively in connection with the State Testing Business, including supply agreements; all customer lists, contracts, accounts, and credit records or similar records of all sales and potential sales relating exclusively to the State Testing Business; all sales support and promotional materials, advertising materials and production, sales, and marketing files relating exclusively to the State Testing Business; and

2. All intangible assets that are used exclusively in the State Testing Business and are used in the development, production, servicing, sale and assessment of tests and test results including, but not limited to, all patents, licenses and sublicenses, intellectual property, copyrights, trademarks, trade names, service marks, service names, but no corporate trademarks or trade names of Thomson or Harcourt; technical information; computer software and related documentation; know-how, trade secrets, drawings, blueprints, designs, design protocols, specifications for materials, specifications for parts and devices; all research data concerning historic and current research and development relating exclusively to the State Testing Business including, but not limited to, all item banks, psychometric data, test development resources, statistical reports of test results, designs of computer-based examinations, the designs of experiments, and the results of successful and unsuccessful designs and experiments; quality assurance and control procedures; design tools and simulation capability; and all manuals and technical information defendants provide to those employees, customers, suppliers, agents or licensees exclusively devoted to the State Testing Business.

Provided, however that, to the extent that any of these assets are also employed in the delivery or administration of any tests that are the subject of these contracts, such assets shall not be deemed to be part of the State Testing Business.

K. "Thomson" means defendant The Thomson Corporation, a foreign corporation with its headquarters in Toronto, Ontario, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

III. Applicability

A. This Final Judgment applies to Thomson, Harcourt, and Reed Elsevier, as defined above, and all other persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

B. Defendant Thomson shall require, as a condition of the sale or other disposition of all or substantially all of their assets or of lesser business units that include the Divestiture Assets, that the purchaser agrees to be bound by the provisions of this Final Judgment, provided, however, that defendant Thomson need not obtain such an agreement from the Acquirer(s).

IV. Divestitures

A. Defendants are ordered and directed, within one hundred and twenty (120) calendar days after the filing of the Complaint in this matter, or five (5) days after notice of the entry of this Final Judgment by the Court, whichever is later, to divest the College Textbook Products in a manner consistent with this Final Judgment to an Acquirer or Acquirers acceptable to the United States in its sole discretion. The United States, in its sole discretion, may agree to one extension of time of up to thirty (30) calendar days, and shall notify the Court in such circumstances. Defendants agree to use their best efforts to divest the College Textbook Products as expeditiously as possible.

B. Defendants are ordered and directed, within one hundred and twenty (120) calendar days after the filing of the Complaint in this matter, or five (5) days after notice of the entry of this Final Judgment by the Court, whichever is later, to divest in accordance with the procedures set forth in this paragraph, either ASI or the Complete ASI Assets to an Acquirer or Acquirers acceptable to the United States in its sole discretion. The United States, in its sole discretion, may agree to up to two extensions of this time period of up to thirty (30) calendar days each, and shall notify the Court in such circumstances. Defendants shall invite bids for both: (1) ASI, as defined in this Final Judgment, as well as (2) the Complete ASI Assets, as defined in this Final Judgment. Defendants shall permit all Acquirers to make an offer to purchase either or both ASI or the Complete ASI Assets. Defendants agree to use their best efforts to accomplish such divestitures as expeditiously as possible.

C. In accomplishing the divestitures ordered by this Final Judgment, defendants promptly shall make known, by usual and customary means, the availability of the Divestiture Assets. Defendants shall inform any person making inquiry regarding a possible purchase of the Divestiture Assets that they are being divested pursuant to this Final Judgment and provide that person with a copy of this Final Judgment. Defendants shall offer to furnish to all prospective Acquirers, subject to customary confidentiality assurances, all information and documents relating to the Divestiture Assets customarily provided in a due diligence process except such information or documents subject to the attorney-client or work-product privileges. Defendants shall make such information available to the United States at the same time that such information is made available to any other person.

D. Defendants shall provide the Acquirer(s) and the United States information relating to the personnel responsible for the editorial content of any College Textbook Product identified in Exhibit A to enable the Acquirer(s) to make offers of employment. In addition, defendants shall provide the Acquirer(s) and the United States information relating to all personnel of ASI or the Complete ASI Assets, as appropriate, including employees, agents, consultants, and independent contractors, to enable the Acquirer(s) to make offers of employment. Defendants shall not interfere with any negotiations by the Acquirer(s) to employ any defendant employee whose primary responsibility is for the editorial content of any College Textbook Product listed in Exhibit A, nor interfere with any negotiations by the Acquirer(s) to employ any employee, agent, consultant, or independent contractor of ASI or the Complete ASI Assets, as appropriate.

E. Defendants shall permit prospective Acquirers of the Divestiture Assets to have reasonable access to personnel responsible for the editorial content of any College Textbook Product identified in Exhibit A and to all personnel of the Complete ASI Assets. Defendants shall permit prospective Acquirers of ASI to make inspections of the physical facilities of ASI, and to have access to any and all environmental, zoning, and other permit documents and information of ASI. Further, defendants shall permit prospective Acquirers of the Complete ASI Assets to make inspections of the physical facilities of the Complete ASI Assets, and to have access to any and all environmental, zoning, and other permit documents and information of the Complete ASI Assets. Defendants shall also permit prospective Acquirers of the Divestiture Assets to have reasonable access to any and all financial, operational, or other documents and information related to the Divestiture Assets that are customarily provided as part of a due diligence process.

F. Defendants shall warrant to all Acquirers of the Divestiture Assets that each asset will be operational on the date of sale. Defendants Reed Elsevier and Harcourt shall make the warrants required under this provision to Thomson at the time of the sale by Reed Elsevier to Thomson of the Harcourt assets identified in Paragraph 10 of the Complaint filed in this matter, and shall thereafter have no further obligations under this provision.

G. Defendants shall take no action that will impede in any way the permitting, publication, marketing, sale, development, administration, operation, or divestiture of the Divestiture Assets.

H. Defendants shall warrant to the Acquirer(s) of the Divestiture Assets that there are no material defects in the environmental, zoning, or other permits pertaining to the operation of each asset, and that following the sale of the Divestiture Assets, defendants will not undertake, directly or indirectly, any challenges to the environmental, zoning, or other permits relating to the operation of the Divestiture Assets. Defendants Reed Elsevier and Harcourt shall make the warrants required under this provision to Thomson at the time of the sale by Reed Elsevier to Thomson of the Harcourt assets identified in Paragraph 10 of the Complaint filed in this matter, and shall thereafter have no further obligations under this provision.

I. Defendant Thomson shall retain the right to use any College Textbook Product listed on Exhibit A to the extent necessary to fulfill the terms of agreements, in effect as of the date this Final Judgment is filed with the Court, with purchasers of the product lines listed on Exhibit A. The Acquirer of any College Textbook Product listed on Exhibit A shall grant defendant Thomson a royalty-free license to continue to use that College Textbook Product to the extent necessary to fulfill the terms of such existing agreements. The Acquirer of any College

Textbook Product that defendants currently use, in whole or in part, in any Retained Product, shall grant to defendant Thomson a royalty-free license to continue to use the College Textbook Product to the same extent in the production or sale of the Retained Product.

J. At the option of the Acquirer(s) of ASI and upon commercially reasonable terms, defendant Thomson shall contract with the Acquirer(s) to allow the Acquirer(s) to provide the delivery and administration of the State Testing Business. Such contractual arrangement between defendant Thomson and Acquirer(s) shall continue for the for the duration of the terms of each state contract, agreement or other understanding included in the State Testing Business. The Acquirer(s) of ASI shall grant to defendant Thomson a royalty-free license to any patents, licenses, or other intellectual property divested pursuant to Section IV. B of this Final Judgment to the extent that such intellectual property is used in the AIMS Business or the State Testing Business as of the date of the filing of the Complaint in this matter. This paragraph shall not apply in the event that defendant Thomson divests the Complete ASI Assets.

K. Unless the United States otherwise consents in writing, the divestitures pursuant to Section IV, or by trustee appointed pursuant to Section V, of this Final Judgment, shall include the entire Divestiture Assets, and shall be accomplished in such a way as to satisfy the United States, in its sole discretion, that the Divestiture Assets can and will be used by the Acquirer(s) of the College Textbook Products as part of a viable, ongoing college textbook publishing business and by the Acquirer of ASI or the Complete ASI Assets as part of a viable, ongoing computer-based testing business. Divestiture of the Divestiture Assets may be made to one or more Acquirers, provided that in each instance it is demonstrated to the sole satisfaction of the United States that the Divestiture Assets will remain viable and that the divestiture of such assets will

remedy the competitive harm alleged in the Complaint. The divestitures, whether pursuant to Section IV or Section V of this Final Judgment,

- (1) shall be made to an Acquirer (or Acquirers), that, in the United States's sole judgment, has the intent and capability (including the necessary managerial, operational, technical and financial capability) of competing effectively in the business of college textbook publishing in the case of the Acquirer(s) of the College Textbook Products and in the business of computer-based testing in the case of the Acquirer(s) of ASI or the Complete ASI Assets; and
- (2) shall be accomplished so as to satisfy the United States, in its sole discretion, that none of the terms of any agreement between an Acquirer (or Acquirers) and Thomson, Harcourt, and/or Reed Elsevier give Thomson, Harcourt, and/or Reed Elsevier the ability unreasonably to raise the Acquirer's or (Acquirers') costs, to lower the Acquirer's or (Acquirers') efficiency, or otherwise to interfere in the ability of the Acquirer(s) to compete effectively.

V. Appointment of Trustee

A. If defendant Thomson has not divested the College Textbook Products and either ASI or the Complete ASI Assets within the time periods specified in Sections IV.A and B of this Final Judgment, defendant Thomson shall notify the United States of that fact in writing. Upon application of the United States, the Court shall appoint a trustee selected by the United States and approved by the Court to effect the divestitures of the College Textbook Products and the Complete ASI Assets, which are defined herein as the Divestiture Assets. Upon appointment, the trustee may only sell the Complete ASI Assets.

B. After the appointment of a trustee becomes effective, only the trustee shall have the right to sell the Divestiture Assets. Upon notice to defendant Thomson, the trustee shall have the power and authority to accomplish the divestitures to an Acquirer (or Acquirers) acceptable to the United States at such price and on such terms as are then obtainable upon reasonable effort

by the trustee, subject to the provisions of Sections IV, V, and VI of this Final Judgment, and shall have such other powers as the Court deems appropriate. Subject to Section V. D of this Final Judgment, the trustee may hire, at the cost and expense of defendant Thomson, any investment bankers, attorneys, or other agents, who shall be solely accountable to the trustee and are reasonably necessary in the trustee's judgment to assist in the divestitures.

C. Defendants shall not object to a sale by the trustee on any ground other than the trustee's malfeasance. Any such objections must be conveyed in writing to the United States and the trustee within ten (10) calendar days after the trustee has provided the notice required under Section VI of this Final Judgment.

D. The trustee shall serve at the cost and expense of defendant Thomson on such terms and conditions as the United States approves, and shall account for all monies derived from the sale of the assets sold by the trustee and all costs and expenses so incurred. After approval by the Court of the trustee's accounting, including fees for its services and those of any professionals and agents retained by the trustee, all remaining money shall be paid to defendant Thomson and the trust shall then be terminated. The compensation of the trustee and any professionals and agents retained by the trustee shall be reasonable in light of the value of the Divestiture Assets and based on a fee arrangement providing the trustee with an incentive based on the price and terms of the divestitures and the speed with which they are accomplished, but timeliness is paramount.

E. Defendants Thomson and Harcourt shall use their best efforts to assist the trustee in accomplishing the required divestitures. The trustee and any consultants, accountants, attorneys, and other persons retained by the trustee shall have full and complete access to the personnel, books, records, and facilities of the businesses to be divested, and defendants Thomson

and Harcourt shall develop financial and other information relevant to such businesses as the trustee may reasonably request, subject to reasonable protection for trade secret or other confidential research, development, or commercial information. Defendants shall take no action to interfere with or impede the trustee's accomplishment of the divestitures.

F. After its appointment, the trustee shall file monthly reports with the United States and the Court setting forth the trustee's efforts to accomplish the divestitures ordered under this Final Judgment. To the extent that such reports contain information that the trustee deems confidential, such reports shall not be filed in the public docket of the Court. Such reports shall include the name, address, and telephone number of each person who, during the preceding month, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any interest in the Divestiture Assets, and shall describe in detail each contact with any such person. The trustee shall maintain full records of all efforts made to divest the Divestiture Assets.

G. If the trustee has not accomplished such divestitures within six (6) months after its appointment, the trustee shall promptly file with the Court a report setting forth: (1) the trustee's efforts to accomplish the required divestitures; (2) the reasons, in the trustee's judgment, why the required divestitures have not been accomplished; and (3) the trustee's recommendations. To the extent that such reports contain information that the trustee deems confidential, such reports shall not be filed in the public docket of the Court. The trustee shall at the same time furnish such report to the United States who shall have the right to make additional recommendations consistent with the purpose of the trust. The Court thereafter shall enter such orders as it shall deem appropriate to carry out the purpose of the Final Judgment which may, if necessary, include

extending the trust and the term of the trustee's appointment by a period requested by the United States.

VI. Notice of Proposed Divestitures

A. Within two (2) business days following the execution of a definitive divestiture agreement, defendant Thomson or the trustee, whichever is then responsible for effecting the divestitures required herein, shall notify the United States of any proposed divestitures required by Section IV or V of this Final Judgment. If the trustee is responsible, it shall similarly notify defendant Thomson. The notice shall set forth the details of the proposed divestitures and list the name, address, and telephone number of each person not previously identified who offered or expressed an interest in or desire to acquire any ownership interest in any of the Divestiture Assets, together with full details of the same.

B. Within fifteen (15) calendar days of receipt by the United States of such notice, the United States may request from defendant Thomson and Harcourt, the proposed Acquirer(s), any other third party, or the trustee, if applicable, additional information concerning the proposed divestitures, the proposed Acquirer(s), and any other potential Acquirer. Defendants Thomson and Harcourt and the trustee shall furnish any additional information requested within fifteen (15) calendar days of the receipt of the request, unless the parties shall otherwise agree.

C. Within thirty (30) calendar days after receipt of the notice or within twenty (20) calendar days after the United States has been provided the additional information requested from defendants, the proposed Acquirer(s), any third party, and the trustee, whichever is later, the United States shall provide written notice to defendant Thomson and the trustee, if there is one, stating whether or not it objects to the proposed divestitures. If the United States provides

written notice that it does not object, the divestitures may be consummated, subject only to defendants' limited right to object to the sale under Section V. C of this Final Judgment. Absent written notice that the United States does not object to the proposed Acquirer(s) or upon objection by the United States, a divestiture proposed under Section IV or Section V shall not be consummated. Upon objection by defendants under Section V. C, a divestiture proposed under Section V shall not be consummated unless approved by the Court.

VII. Financing

Defendants shall not finance all or any part of any purchase made pursuant to Section IV or V of this Final Judgment.

VIII. Hold Separate

Until the divestitures required by this Final Judgment have been accomplished, defendants shall take all steps necessary to comply with the Hold Separate Stipulation and Order entered by the Court. Defendants shall take no action that would jeopardize the divestitures ordered by the Court.

IX. Affidavits

A. Within twenty (20) calendar days of the filing of the Complaint in this matter, and every thirty (30) calendar days thereafter until the divestitures have been completed under Section IV or V, defendants shall deliver to the United States an affidavit as to the fact and manner of their compliance with Section IV or V of this Final Judgment. Each such affidavit shall include the name, address, and telephone number of each person who, during the preceding thirty (30) days, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any interest in any of the

Divestiture Assets, and shall describe in detail each contact with any such person during that period. Each such affidavit shall also include a description of the efforts defendants have taken to solicit buyers for the Divestiture Assets, and to provide required information to prospective purchasers, including the limitations, if any, on such information. Assuming the information set forth in the affidavit is true and complete, any objection by the United States to information provided by defendants, including limitations on information, shall be made within fourteen (14) days of receipt of such affidavit.

B. Within twenty (20) calendar days of the filing of the Complaint in this matter, each defendant shall deliver to the United States an affidavit that describes in reasonable detail all actions that have been taken and all steps such defendant has implemented on an ongoing basis to comply with Section VIII of this Final Judgment. Each defendant shall deliver to the United States an affidavit describing any changes to the efforts and actions outlined in such defendant's earlier affidavits filed pursuant to this section within fifteen (15) calendar days after the change is implemented.

C. Defendants shall keep all records of all efforts made to preserve and divest the Divestiture Assets until one year after such divestiture has been completed.

D. Defendant Reed Elsevier's obligations under paragraphs A. and B. of this Section shall cease upon completion of its sale to Thomson of the Harcourt assets identified in Paragraph 10 of the Complaint filed in this matter.

X. Compliance Inspection

A. For the purposes of determining or securing compliance with this Final Judgment, or of determining whether the Final Judgment should be modified or vacated, and subject to any

legally recognized privilege, from time to time duly authorized representatives of the United States Department of Justice, including consultants and other persons retained by the United States, shall, upon written request of a duly authorized representative of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to defendants, be permitted:

- (1) access during defendants' office hours to inspect and copy or, at plaintiff's option, to require defendants to provide copies of, all books, ledgers, accounts, records and documents in the possession, custody, or control of defendants, relating to any matters contained in this Final Judgment; and
- (2) to interview, either informally or on the record, defendants' officers, employees, or agents, who may have their individual counsel present, regarding such matters. The interviews shall be subject to the reasonable convenience of the interviewee and without restraint or interference by defendants.

B. Upon the written request of a duly authorized representative of the Assistant Attorney General in charge of the Antitrust Division, defendants shall submit written reports, under oath if requested, relating to any of the matters contained in this Final Judgment as may be requested.

C. No information or documents obtained by the means provided in this section shall be divulged by the United States to any person other than an authorized representative of the executive branch of the United States, except in the course of legal proceedings to which the United States is a party (including grand jury proceedings), or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

D. If at the time information or documents are furnished by a defendant to the United States, such defendant represents and identifies in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal

Rules of Civil Procedure, and such defendant marks each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then the United States shall give such defendant ten (10) calendar days notice prior to divulging such material in any legal proceeding (other than a grand jury proceeding).

XI. No Reacquisition

Defendant Thomson may not reacquire any part of the Divestiture Assets during the term of this Final Judgment.

XII. Retention of Jurisdiction

The Court retains jurisdiction to enable any party to this Final Judgment to apply to the Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify any of its provisions, to enforce compliance, and to punish violations of its provisions.

XIII. Expiration of Final Judgment

Unless the Court grants an extension, this Final Judgment shall expire ten years from the date of its entry.

XIV. Public Interest Determination

Having considered the Competitive Impact Statement filed by the United States, as well as the applicable case law, the Court concludes that entry of this Final Judgment is in the public interest for the following reasons.

The proposed Final Judgment is designed to maintain the present level of competition in both the college textbook publishing market and the computer-based testing market.

This result will be accomplished by replacing the competitor, which would be eliminated as a result of the merger between the Thomson Corporation and Harcourt General, Inc., with one or more new acquirers of the assets in issue which would be equally effective. In this fashion, competition will be maintained, and therefore the interest of the public will be served.

Oct. 30, 2001
Date

Gladys Kessler
U.S. District Judge

OCT 31 2001

EXHIBIT A

NANCY MAYER WHITTINGTON, CLERK
U.S. DISTRICT COURT

College Course

Divestiture Products

Accounting: Financial: Introductory: Graduate	Pratt, <u>Financial Accounting in an Economic Context</u> (2000) (Thomson)
Chemistry: Biochemistry: Principles: One Term	Boyer, <u>Concepts in Biochemistry</u> (1999) (Thomson)
Chemistry: Introductory: Nursing/Allied Health	Hein, <u>Introduction to General, Organic, and Biochemistry</u> (1997) (Thomson) Lygre, <u>General, Organic, and Biological Chemistry</u> (1995) (Thomson)
Chemistry: Organic: Introductory: One Term	Brown, <u>Introduction to Organic Chemistry</u> (2000) (Harcourt)
Communication: Communication: Interpersonal Communications	Adler, <u>Interplay</u> (1998) (Harcourt) Verderber, <u>Inter-Act: Using Interpersonal Communication Skills</u> (1998) (Thomson) Trenholm, <u>Interpersonal Communication</u> (2000) (Thomson)
Communication: Communication: Principles	Adler, <u>Understanding Human Communication</u> (2000) (Harcourt)
Communication: Journalism: Reporting	Fedler, <u>Reporting for the Media</u> (1997) (Harcourt) Lanson, <u>Writing and Reporting the News</u> (1994) (Harcourt) Scanlan, <u>Reporting and Writing, Basics for the 21st Century</u> (1999) (Harcourt)
Criminal Justice: Introductory	Inciardi, <u>Elements of Criminal Justice</u> (1996) (Harcourt) Inciardi, <u>Criminal Justice</u> (1998) (Harcourt)
Economics: Introductory	Welch, <u>Economics</u> (1998) (Harcourt)
Economics: Microeconomics: Managerial Economics	Samuelson, <u>Managerial Economics</u> (1998) (Harcourt) Truett, <u>Managerial Economics</u> (1998) (Thomson)

Education: Psychology: Learning and Cognition	Best, <u>Cognitive Psychology</u> (1999) (Thomson) Medin, <u>Cognitive Psychology</u> (1996) (Harcourt) Matlin, <u>Cognition</u> (1998) (Harcourt)
Environmental Science: Introductory	Raven, <u>Environment</u> (2000) (Harcourt)
Family and Consumer Studies: Nutrition	Smolin, <u>Nutrition: Science & Applications</u> (2000) (Harcourt)
Finance: Financial Markets and Institutions: Commercial Bank Management	Fraser, <u>Commercial Banking: The Management of Risk</u> (1995) (Thomson)
Finance: Financial Markets and Institutions: Financial Institutions and Markets	Kidwell, <u>Financial Institutions, Markets & Money</u> (2000) (Harcourt)
Finance: Survey	Melicher, <u>Finance, Introduction to Institutions</u> (2000) (Thomson)
Foreign Languages & Literature: French: Language: Elementary	Magnan, <u>Paroles</u> (1999) (Harcourt) Siskin, <u>Situations et Contexts</u> (1994) (Harcourt) Rassias, <u>Le Francais Depart Arrivee</u> (1992) (Thomson) Rosenthal, <u>Objectif France: Introduction to French</u> (1993) (Thomson) Rosenthal, <u>Objectif France: Travaux Pratiques</u> (1993) (Thomson)
Foreign Languages and Literature: French: Language: Intermediate	Comeau, <u>Ensemble</u> (all versions and years) (Harcourt) Siskin, <u>Ouvetures</u> (1997) (Harcourt)
Foreign Language and Literature: French: Literature	Berg, <u>Litterature francaise</u> (Vol. I) (1980) (Harcourt) Berg, <u>Litterature francaise</u> (Vol. II) (1997) (Harcourt)
Foreign Languages & Literature: Spanish: Language: Intermediate	Gilman, <u>Horizontes: Cultura Y Literatura</u> (1997) (Thomson) Gilman, <u>Horizontes: Gramatica Y Conversacion</u> (1997) (Thomson)

Foreign Languages & Literature: Spanish: Literature: Literature	Anderson-Imbert, <u>Literatura Hispanoamerica</u> (1970) (Harcourt) Mujica, <u>Texto Y Vida: Introduccion a La Literatura Hispanoamerica</u> (1992) (Harcourt)-
Geology: History	Wicander & Monroe, <u>Historical Geology: Evolution of the Earth</u> (2000) (Thomson)
Management: Strategic Management: Small Business Management	Hodgetts, <u>Effective Small Business Management</u> (1998) (Harcourt)
Marketing: Research	McDaniel/Gates, <u>Contemporary Marketing Research</u> (1999) (Thomson) McDaniel/Gates, <u>Marketing Research Essentials</u> (1998) (Thomson)
Mathematics: Calculus: General: Reform	Ostebee, <u>Calculus from Graphical, Numerical & Symbolic Points</u> (1997) (Harcourt)
Mathematics: Trigonometry	Barnett, <u>Analytical Trigonometry with Applications</u> (1999) (Thomson)
Music: Applied: Piano/Organ	Mach, <u>Contemporary Class Piano</u> (1997) (Harcourt)
Music: Music Theory: All Other	Benjamin, <u>Music for Analysis : Examples from the Common Practice</u> (1996) (Thomson)
Philosophy: Introductory	Solomon, <u>Introducing Philosophy</u> (1997) (Harcourt) Pojman, <u>Philosophy: The Quest for Truth</u> (1999) (Thomson) Pojman, <u>Introduction to Philosophy: Classical and Contemporary Readings</u> (2000) (Thomson) Kolak, <u>Experience of Philosophy</u> (1999) (Thomson) Titus, <u>Living Issues in Philosophy</u> (1995) (Thomson) Barcalow, <u>Open Questions: An Introduction to Philosophy</u> (1997) (Thomson)

Philosophy: Logic: Logic	Kalish, <u>Logic</u> (1980) (Harcourt) Bonevac, <u>Simple Logic</u> (1999) (Harcourt) Baum, <u>Logic</u> (1996) (Harcourt) Pine, <u>Essential Logic</u> (1996) (Harcourt) Herrick, <u>The Many Worlds of Logic</u> (1999) (Harcourt)
Philosophy: Philosophy of: Law	Schauer, <u>Philosophy of Law</u> (1996) (Harcourt)
Philosophy: Philosophy of: Religion	Rowe & Wainright, <u>Philosophy of Religion: Selected Readings</u> (1997) (Harcourt)
Psychology: Adjustment	Rathus, <u>Adjustment and Growth</u> (1998) (Harcourt)
Psychology: Clinical: Personality	Monte, <u>Beneath the Mask</u> (1998) (Harcourt) McAdams, <u>The Person: An Introduction to Personality</u> (1994) (Harcourt) Mischel, <u>Introduction to Personality</u> (1998) (Harcourt)
Psychology: Developmental: Motivation and Emotion	Reeve, <u>Understanding Motivation and Emotion</u> (1997) (Harcourt)
Psychology: Physiological: Sensation and Perception	Coren, <u>Sensation and Perception</u> (1999) (Harcourt)
Psychology: Research: Statistics	Witte, <u>Statistics</u> (1996) (Harcourt) Welkowitz, <u>Introductory Statistics for Behavioral Sciences</u> (1991) (Harcourt)
Psychology: Social: of Women	Rider, <u>Our Voices: Psychology of Women</u> (2000) (Thomson)

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Exhibit BNANCY MAYER WHITTINGTON, CLERK
U.S. DISTRICT COURTLocations of Assessment Systems, Inc. Testing Centers

Test Center #	Type	Address
0019	Flex	DBM- Falls Church Test Center 3141 Fairview Park Drive, Suite 410 Falls Church, VA 22042
0020	Flex	DBM/ASI Richmond Center 9011 Arboretum Parkway, #150 Richmond, VA 23236
0175	Lease	New York ASI Assesment Center 15 East 26 th Street, 1 st Floor New York, NY 10010
0176	Lease	Tarrytown ASI Center 220 White Plains, 2 nd Floor Tarrytown, NY 10591
0179	Lease	Westbury ASI Center 1600 Stewart Avenue, Suite 109 Westbury, NY 11590
0180	Lease	Binghamton ASI Center 49 Court Street/Metro Center Binghamton, NY 13901
0182	Lease	Albany ASI Center 14 Computer Drive East, 2 nd Floor Albany, NY 12205
0183	Lease	Amherst/Buffalo ASI Center 385 N. French Road, Suite 104 Amherst, NY 14228
0184	Lease	Syracuse ASI Center 6315 Fly Road, Suite 3 Syracuse, NY 13057
0185	Lease	Rochester ASI Center 1200-A Scottsville Rd. Suite 397- Floor C Rochester, NY 14624

0270	Lease	Boston ASI/ Harcourt Learning Center 745 Boylston Street, Suite #300 Boston, MA 02116
0271	Flex	Downes Professional Building 1201 Westford Street Lowell, MA 01851
0272	Lease	Springfield ASI Center Tower Square 1500 Main Street, 25 th Floor Springfield, MA 01115
0273	Lease	Dartmouth ASI Center Smith Mill Shops 331 State Road, Suite D North Dartmouth, MA 02747
0274	Lease	Malden ASI Cosmetology Center Gateway Apartment Building 14 Summer Street Malden, MA 02148
0275	Flex	Mansfield Beauty Academy 266 Bridge Street Springfield, MA 01103
0277	Flex	Rob Roy Academy 150 Pleasant Street Worcester, MA 01608
0330	Flex	ASI Phoenix/DBM 2398 E. Camelback Road, Suite 600 Phoenix, AZ 85016
0331	Lease	Tucson ASI Center 1605 N. Wilmot, Suite 105 B Tucson, AZ 85712
0416	Lease	Little Rock ASI Assessment University Tower Building 1123 S. University, Suite 915 Little Rock, AR 72204

0417	Lease	Springdale ASI Center- Building H Springdale Business Park 3291 S. Thompson, Suite 102 B Springdale, AR 72764
0418	Flex	El Dorado, Arkansas
0540	Lease	Sacramento ASI Center 1300 Ethan Way, Suite 330 Sacramento, CA 95825
0541	Flex	DBM/ASI 100 Bayview Circle, Suite 5500 Newport Beach, CA 92660
0542	Flex	San Jose ASI Center 1735 Technology Drive Suite 150, Career Transition Center San Jose, CA 95110
0543	Lease	San Diego ASI Center Kearny Office Park, Suite 109 8334 Claremont Mesa Boulevard San Diego, CA 92111
0545	Lease	Glendale ASI Assessment Center 213 N. Orange Street, Suite D Glendale, CA 91203
0546	Lease	DBM- Bakersfield Test Center Ming Office Park 5500 Ming Avenue, Suite 490 Bakersfield, CA 93309
0547	Lease	Edgewater Park Plaza 7700 Edgewater Drive 600 Building, Suite 602 Oakland, CA 94621
0550	Flex	DBM Site/Los Angeles 6701 Center Drive West, Suite 11011 Los Angeles, CA 90045
0623	Lease	Colorado Springs ASI Center 1045 Garden of Gods Road, Unit F Colorado Springs, CO 80907

0624	Lease	Grand Junction ASI Center Skyline Building 751 Horizon Court #101 Grand Junction, CO 81506
0625	Lease	Denver ASI Center Denver Interplaza, Suite G 601 S. Broadway Denver, Co 80209
0626	Lease	Pueblo ASI Center University Center 41 Montebello, 2 nd Floor Pueblo, CO 81001
0627	Flex	Bayfield Senior High School 800 County Road 501, Room 103 Bayfield, CO 81122
0629	Lease	Greeley ASI Center 5754 West 11 th Street, #203 Greeley, CO 80634
0714	Lease	Rocky Hill ASI Center Pavilion- West Shopping Center 632 Cromwell Avenue, Unit A Rocky Hill, CT 06067
0716	Flex	DBM- Stamford Test Center Drake Beam Morin One Station Place, 3 rd Floor South Stamford, CT 06901
0805	Lease	Dover ASI Center Kays Building- Suite 202 1012 College Road Dover, DE 19904
0807	Lease	Wilmington/ New Castle ASI Center New Castle Corporation Common Complex 2 Reads Way-Suite 212 New Castle, DE 19720

0918	Lease	DC ASI Center Suite 820 1000 Vermont Avenue, N.W. Washington, D.C. 20005
1055	Lease	Harcourt/ASI Orlando Center Harcourt Building 6277 Sea Harbor Drive Orlando, FL 32887
1056	Lease	Boynton Beach ASI Center Woolbright Professional Building 2240 Woolbright Road, Suite #403 Boynton Beach, FL 33426
1057	Lease	Ft. Lauderdale ASI Center Oakland Commerce Center 3317 NW 10 th Terrace, Suite 401 Ft. Lauderdale, FL 33309
1058	Lease	Ft. Myers ASI Center 11691 Gateway Boulevard/Bank of America Building/Suite 200 Ft. Myers, FL 33913
1059	Lease	Gainesville ASI Center Northwood Park 5000 NW 34 th Street, Unit #10 Gainesville, FL 32606
1060	Lease	Jacksonville ASI Center Centurion Square, Suite #11 8380 Baymeadows Road Jacksonville, FL 32256
1061	Lease	Miami ASI Center Atrium Office Park 3900 NW 79 th Avenue, Suite 518 Miami, FL 33166
1062	Lease	Pensacola ASI Center Eastgate Plaza 7143A North 9 th Avenue Pensacola, FL 32504

1063	Lease	Tallahassee ASI Center Capital Circle Commerce Center. 508 Capital Circle SE, Suite D-1 Tallahassee FL 32301
1064	Lease	Tampa ASI Center Carrollwood Crossing 4012 Gunn Highway / Suite 110 Tampa, FL 33624
1065	Lease	Hollywood ASI Center 6363 Taft Street, Suite 101 Hollywood, FL 33024
1066	Lease	St. Petersburg ASI Center Bay View Centre Building, Suite 250 11300 4 th Street North St. Petersburg, FL 33716
1067	Lease	Miami 2 ASI Center 5805 Blue Lagoon Drive-Suite #380 Waterford Building Complex Miami, FL 33126
1068	Lease	Daytona Beach ASI Center Sun Trust Bank Building 501 N. Grandview Avenue/Suite #205 Daytona Beach, FL 32118
1070	Lease	Lake Mary ASI Center 100 Technology Park, Suite 165 Lake Mary, FL 32746
1072	Flex	DBM-Boca Raton Test Center 777 Yamato Road, Suite 310 Boca Raton, FL 33431
1073	Flex	DBM-Miami 4 Test Center 5200 Blue Lagoon Drive, Suite #110 Miami, FL 33126
1120	Lease	Norcross ASI Center 6500 McDonough Drive Building E-Suite 5 Norcross, GA 30093

1121	Lease	Marietta ASI Center Cobb Corporate Center 425 Franklin Road, Suite 525 Marietta, GA 30067
1122	Lease	Macon ASI Center 828 Walnut Street, Suite B Macon, GA 31201
1123	Flex	Realty Exec. 231 Stephenson Avenue 2 nd Floor Training Room Savannah, GA 31405
1124	Lease	Augusta ASI Center Westgate Center Office Park 2531 Center West Parkway, Suite 232 Augusta, GA 30909
1125	Lease	Tifton ASI Center 114 West 12 th Street, Suite G Tifton, GA 31794
1128	Lease	Marietta North ASI Center 1279 Kennestone Circle, Suite 100 Marietta, GA 30066
1236	Lease	Honolulu ASI Center Kapiolani Business Plaza 1580 Makaloa, Suite 900 Honolulu, HI 96814
1237	Flex	Waikloa ASI Center 68-1845 Waikoloa Shopping Center, Suite 211 Waikoloa Highlands, HI 96738
1238	Flex	Kauai Community College Campus Center Building, Room 214 3-1901 Kaunaulii Highway Lihue, HI 96766
1239	Flex	Lihikai School 335 S. Papa Avenue Building C, Rooms 1&2 Kahula- Maui, HI 96732

1320	Lease	Boise ASI Center Blackeagle Center 9376 Overland Road Boise, ID 83709
1321	Flex	Tesh, Inc. 3803 Industrial Avenue South Coeur d' Alene, ID 83814
1322	Lease	Pocatello ASI Center Re/Max Building 812 E. Clark Street Pocatello, ID 83201
1440	Lease	Springfield ASI Center Realty Plaza, Suite 301 3180 Adloff Lane Springfield, IL 62703
1441	Lease	Schaumburg ASI Center Salem Plaza 1089 North Salem Plaza Schaumburg, IL 60194
1442	Lease	Chicago ASI Center 645 North Michigan Avenue, Room 410 Michigan & Erie Chicago, IL 60611
1445	Lease	Westmont ASI Center 508 A East Ogden Avenue Westmont, IL 60559
1446	Flex	Knox College Corner of South & West Street Science- Math Center, Room A-107 Galesburg, IL 61401
1448	Flex	DBM- Deerfield Test Center 520 Lake Cook Road, Suite 200 Deerfield, IL 60015
1451	Flex	John A Logan College 700 John Logan Drive Administrative Building, E-132 Carterville, IL 62918

1541	Lease	Evansville ASI Center 125 N. Weinbach Avenue, Suite 720 Evansville, IN 47711
1542	Lease	Schererville ASI Center Oak Ridge Center 142-4 East Highway 30 Schererville, IN 46375
1543	Lease	Indianapolis ASI Center First Floor, Room 170 9102 North Meridian Street Indianapolis, IN 46260
1620	Flex	Univ Park Holiday Inn 1800 50 th Street Lucas Room W. Des Moines, IA 50266
1621	Mobile	Holiday Inn Express North Cedar Rapids 1230 Collins Road Cedar Rapids, IA 52402
1622	Mobile	Sioux City Hilton 707 4 th Street Sioux City, IA 51106
1704	Flex	DBM- Overland Park Test Center 7400 West 130 th Street, Suite 150 Overland Park, KS 66213
1705	Flex	Johnson County Community College 12345 College Boulevard CC Building, 2 nd Floor Room 224 Overland Park, KS 66210
1706	Lease	Wichita ASI Center Building 400 Northrock Business Park 3450 N. Rock Road, Suite 407 Wichita, KS 67266

1707	Lease	Topeka ASI Center 2942 B Wanamaker Drive, Suite #2D Topeka, KS 66604
1708	Flex	Hays High School 2300 East 13 th Street, Room 102 Hays, KS 67601
1827	Lease	Lexington ASI Center 2365 Harrodsburg Road, Suite B- 175 Lexington, KY 40504
1828	Lease	Louisville ASI Center 11003 Bluegrass Parkway, Suite 590 Louisville, KY 40299
1942	Lease	Shreveport ASI Center Harry Patterson Tower 6007 Financial Plaza, Suite 505 Shreveport, LA 71129
1943	Lease	Metairie ASI Center Hibernia Bank Building, Suite 411 2201 Veterans Memorial Boulevard. Metairie, LA 70005
2015	Flex	Beal College 629 Main Street Bangor, ME 04401
2016	Lease	Portland ASI Center 500 Southborough Drive S. Portland, ME 04106
2150	Lease	Parkville ASI Center North Plaza Office Building, #204 8813 Waltham Woods Road Parkville, MD 21234
2151	Lease	Crofton ASI Center 2137 Epsey Court, Unit #5 Crofton, MD 21114
2152	Flex	Landover ASI Center Metro-Plex II, Suite 400 8201 Corporate Drive Landover, MD 20785

2153	Flex	Allegany Community College 12401 Willowbrook Road, Room 20 Continuing Education Building Cumberland, MD 21502
2260	Lease	Anchorage ASI Center 2217 E. Tudor Road, Suite 5 Anchorage, AK 99503
2261	Lease	Fairbanks ASI Center Eagle Plaza Mall 418 3 rd Avenue, Unit 1B Fairbanks, AK 99701
2262	Lease	University of Alaska 11120 Glasier Highway Juneau, AK 99801
2345	Lease	Redford ASI Center Heritage Plaza Shopping Center 14645 Telegraph Road Redford, MI 48239
2346	Lease	Lansing ASI Center 6920 S. Cedar, Suite 6 Lansing, MI 48911
2347	Lease	Grand Rapids ASI Test Center 4489 Byron Center Drive Wyoming, MI 49509
2348	Flex	DBM Troy Test Center 201 West Big Beaver Road, Suite 450 Troy, MI 48007
2353	Flex	Marquette High School 1203 W. Fair Avenue Room 222, NE entrance Marquette, MI 49855
2440	Lease	Edina ASI Center 4550 W. 77 th Street, Suite 224 Edina, MN 55435

2441	Lease	Duluth ASI Center 718 Medical Arts Building 324 W. Superior Street, Suite 718 Duluth, MN 55802
2442	Flex	University Rochester Center (UCR) 851 30 th Avenue SE Room SH105- Singley Hall Rochester, MN 55904
2443	Lease	Waite Park/ St. Cloud ASI Center Market Place Annex 256 2 nd Avenue South Waite Park, MN 56387
2444	Lease	Moorhead ASI Center McDonald's Plaza 501 Main Avenue Moorhead, MN 56560
2445	Flex	Marshall High School 401 South Saratoga Street, Room C20 Marshall, MN 56258
2520	Lease	Ridgeland ASI Center Odyssey North Shopping Center 731 S. Pear Orchard Road, Suite 35 Ridgeland, MS 39157
2616	Lease	St. Ann ASI Center 500 Northwest Plaza Office Tower, Suite 813 St. Ann, MO 63074
2617	Lease	Kansas City ASI Center Broadway Summit Building 3101 Broadway, Suite 214 Kansas City, MO 64111
2618	Lease	Springfield ASI Center 3046 S. Delaware, Suite K Springfield, MO 65804
2620	Flex	DBM- St. Louis Test Center Clayton Mercantile Center 8000 Maryland Avenue, Suite 1300 St. Louis, MO 63105

2722	Mobile	The Billings Hotel and Conference Center 1223 Muldowny Lane Billings, MT 59101
2730	Flex	Billings Skyview High School 1775 High Sierra Boulevard, Room #126 Billings, MT 59105
2731	Flex	University of Montana The Lodge Building, Room 231 Arthur & University Avenues Missoula, MT 59812
2820	Lease	Omaha ASI Center 11635 Arbor Street #100 Omaha, NE 68144
2914	Lease	Las Vegas ASI Center Renaissance III 3230 E. Flamingo Road, Suite #1 Las Vegas, NV 89121
2915	Lease	Reno ASI Center 5250 S. Virginia Street, Suite 255 Reno, NV 89502
3020	Lease	Lebanon ASI Center Miracle Mile Plaza #8, Route # 4 Lebanon, NH 03766
3180	Lease	Millburn ASI Center 15 Bleeker Street, Suite #102 Millburn, NJ 07041
3183	Lease	Mt. Laurel ASI Center Princeton Place 3747 Church Road, 2 nd Floor Mount Laurel, NJ 08054
3184	Lease	Cedar Knolls ASI Center 14 Ridgedale Avenue Cedar Knolls, NJ 07927
3185	Lease	Northfield ASI Center 950 Tilton Road Northfield, NJ 08225

3186	Lease	Toms River ASI Sumner Plaza 1228 Route 37 West, Suite 5 Toms River, NJ 08753
3187	Lease	Hamilton Township ASI Center Quakerbridge Plaza, Building 2 3444 Quakerbridge Road- Rear Hamilton Township, NJ 08619
3188	Lease	Pompton Plains ASI Center Scott Center 449 Route 23 (Southbound) Pompton Plains, NJ 07444
3220	Lease	Albuquerque ASI Center 2815 Broadbent Parkway, NE, Suite C Albuquerque, NM 87107
3320	Lease	Montgomery ASI Center East Park Plaza 140 Mendel Parkway Montgomery, AL 36117
3221	Lease	Birmingham ASI Center 216 Acquarius Drive, Suite 305 Homewood, AL 35209
3440	Flex	DBM- Charlotte Test Center 8720 Red Oak Boulevard, Suite 301 Charlotte, NC 28217
3441	Flex	DBM- Raleigh Test Center 1121 Situs Court, Suite 100 Raleigh, NC 27606
3442	Lease	Wilmington ASI Center Pine Valley II Shopping Center 3534 S. College Road, Unit D Wilmington, NC 28412
3443	Lease	Raleigh ASI Center 2801 Blue Ridge Road, Suite 110 Raleigh, NC 27607

3444	Lease	Statesville ASI Center City Center Building 211 S. Center Street, Suite 218 Statesville, NC 28687
3445	Lease	Huntersville ASI Center Northcross Corporate Center 16419 B Northcross Drive Huntersville, NC 28078
3446	Lease	Asheville ASI Center 1316 D Patton Avenue Asheville, NC 28806
3447	Lease	New Bern ASI Center 3515 Trent Road #16 Village Square New Bern, NC 28562
3520	Mobile	Radisson Inn Bismarck 800 South Third Street Bismarck, ND 58504
3521	Mobile	Westward Ho Grand Forks 3500 Gateway Drive Grand Forks, ND 58206
3522	Mobile	Holiday Inn Minot 2200 Burdick Expressway East Minot, ND 58206
3656	Lease	Columbus ASI Center 6555 Busch Boulevard, Suite 101 Columbus, OH 43229
3657	Lease	Cleveland ASI Center The Superior Building, Suite 1420 815 Superior Avenue NE Cleveland, OH 44114
3658	Lease	Cincinnati ASI Center Court Street Center, Suite 475 E 250 West Court Street Cincinnati, OH 45202

3720	Lease	Oklahoma City ASI Center Shepherd Mall, Suite 45 2401 NW 23 rd Street Oklahoma City, OK 73107
3721	Lease	Tulsa ASI Center Business Common Tech Center 5115 S. 122 nd E. Avenue, Suite 201 Tulsa, OK 74146
3722	Mobile	Ardmore Omega Mobile Best Western/ ASI 6 Holiday Drive Ardmore, OK 73401
3819	Flex	Portland ASI/ DBM Center 2 Centerpointe Drive, Suite 100 Lake Oswego, OR 97035
3820	Lease	Springfield ASI Center Gateway Market Place 840 Beltline Road, #206 Springfield, OR 97477
3972	Lease	Bala Cynwyd ASI Center 3 Bala Plaza West, 2 nd Floor Bala Cynwyd, PA 19004
3973	Lease	Pittsburgh ASI Center Campbell Run Business Center 500 Business Center Drive, Suite 501 Pittsburgh, PA 15205
3974	Flex	DBM- Berwyn Test Center 1205 Westlakes Drive, Suite 250 Berwyn, PA 19312
3976	Flex	South Hills Business School 480 Waupelani Drive State College, PA 16801
3977	Lease	Scranton ASI Center 409 Lackawanna Avenue Mezzanine Level Scranton, PA 18503

3979	Mobile	Lemoyne ASI Center 20 Erford Road, Suite 204 Lemoyne, PA 17043
4011	Lease	Providence ASI Center 36 Hemingway Drive E. Providence, RI 02815
4108	Lease	Greenville ASI Center Greengate Office Park 25 Woodslake Road, Suite 708 Greenville, SC 29607
4109	Lease	Charleston ASI Center 7410 Northside Drive, Suite 103 North Charleston, SC 29420
4110	Lease	Columbia ASI Center Converse Building 250 Berryhill Road, Suite 210 Columbia, SC 29210
4218	Mobile	Sioux Falls Mobile Test Center Sheraton Hotel and Convention Center 1211 N. West Avenue Sioux Falls, SD 57104
4219	Mobile	Ramada Inn Aberdeen 272 6 th Avenue SE Aberdeen, SD 57401
4220	Mobile	Rapid City Mobile Test Center Holiday Inn Rushmore Plaza Hotel and Conference Center 505 North Fifth Street Rapid City, SD 57701
4322	Lease	Nashville ASI Center Bell Trace Plaza, Suite 106 5814 Nolensville Pike Nashville, TN 37211
4323	Lease	Knoxville ASI Center The Terraces 154-F Market Place Boulevard Knoxville, TN 37922

4324	Lease	Memphis ASI Center 6073 Mt. Moriah Extended Appletree Center, Suite 8 Memphis, TN 38115
4340	Lease	Johnson City ASI Assessment Center 503 Princeton Road, Suite E Johnson City, TN 37601
4341	Lease	Jackson ASI Center 77B Executive Drive Jackson, TN 38305
4342	Lease	Chattanooga ASI Center 115 Nowlin Lane, Suite 3000 Chattanooga, TN 37421
4402	Lease	El Paso ASI Center 10737 Gateway West, Suite 220 El Paso, TX 79935
4407	Lease	Arlington ASI Center 2201 North Collins, Suite 230 Arlington, TX 76011
4408	Flex	Lubbock Christian University Nursing and Math Building, Room 1 5601 19 th Street Lubbock, TX 79407
4412	Flex	Del Mar College- West Campus Morgan St.- at Old Airport Road Coleman Center, Room 144 Corpus Christi, TX 78404
4421	Flex	DBM- Suite 200 E 9600 Great Hills Trail Great Hills Plaza Austin, TX 78759
4422	Lease	Houston ASI Center 2424 Wilcrest, Suite 240 Houston, TX 77042
4423	Flex	Texas Careers 1015 Jackson Keller Road, Suite 204 San Antonio, TX 78213

4517	Flex	Midvale ASI Center 7302 South 300 West, Suite 301 Midvale, UT 84047
4813	Flex	Wenatchee Valley College Eller Fox Building Rooms 3012 and 3016 Wenatchee, WA 98195
4814	Lease	Lacey ASI Center 719 Sleater-Kinney Road, Suite 124 Lacey, WA 98503
4815	Lease	Kennewick ASI Center 1149 N. Edison, Suite B Kennewick, WA 99336
4816	Lease	Seattle/Tukwila ASI Assessment Center 12720 Gateway Drive, Suite 208 Tukwila, WA 98168
4817	Lease	Spokane ASI Center North 505 Argonne Road, Suite 4 Spokane, WA 99212
4818	Lease	Vancouver ASI Center First Place Plaza 12503 SE Mill Plain Road, #130 Vancouver, WA 98684
4819	Lease	Yakima, Washington
4931	Lease	Dunbar ASI Center 1400 Ohio Avenue, Suite C Dunbar, WV 25064
4932	Flex	West Virginia University Oakland Street 701 B Allen/ Percival Hall Morgantown, WV 26506
4933	Flex	Beckley High School 410 Stanford Road, Room # D-12 Beckley, WV 25801

5050	Lease	Elm Grove ASI Center Enterprise Center, 2 nd Floor 12700 West Blue Mound Road Elm Grove, WI 53122
5051	Lease	Madison ASI Center 582 Grand Canyon Drive Madison, WI 53719
5052	Lease	Green Bay ASI Center 2350 University Avenue #100 Green Bay, WI 54302
5053	Lease	Menomonie ASI Center 2521 South Broadway Office 101 (lower level) Menomonie, WI 54751
5054	Flex	University of Wisconsin Center Marathon County, Room 070 518 South 7 th Avenue Wausau, WI 54401
5055	Flex	DBM- Milwaukee 18000 West Sarah Lane, Suite 300 Brookfield, WI 53045
5118	Mobile	Rock Springs Holiday Inn 1675 Sunset Boulevard Rock Springs, WY 89999
5119	Mobile	Sharidan Holiday Inn and Convention Center 1809 Sugurland Drive Sharidan, WY 89999
5121	Mobile	Holiday Inn Casper 300 West "F" Street Casper, WY 82601