

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

IN RE:	)	In Proceedings Under Chapter 11
	)	
BRIDGE INFORMATION SYSTEMS, INC., et al.,	)	Case No. 01-0141593-293
	)	
Debtors.	)	Honorable David P. McDonald
	)	United States Bankruptcy Judge
	)	
	)	<b>ORDER AUTHORIZING AND</b>
	)	<b>APPROVING THIRD ADVANCE</b>
	)	<b>PAYMENT UNDER</b>
	)	<b>INSURANCE POLICY</b>

This matter having come before the Court upon the request of the above-captioned Debtors (collectively, the “Debtors”), the parties acknowledging that:

1. On February 15, 2001 (the “Petition Date”), the Debtors commenced these Chapter 11 cases by filing voluntary petitions under Title 11 of the United States Code (the “Bankruptcy Code”).

2. During the Chapter 11 cases, the Debtors continued to operate their businesses as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

3. On March 29, 2001, the Bankruptcy Court entered Standing Order #4 (“Standing Order #4”), pursuant to which the Bankruptcy Court approved certain procedures for the sale of all or a substantial portion of the Debtors’ assets.

4. Pursuant to Standing Order #4, the Debtors determined that, in their business judgment, the offer by Reuters America Inc. and Reuters S.A. (together,

“Reuters”) to purchase a substantial portion of the Debtors’ assets was the highest and best offer.

5. On May 2, 2001, the Debtors filed the asset purchase agreement (as amended and restated, the “Reuters Purchase Agreement”) by and between the Debtors and Reuters, providing for the sale of a substantial portion of the Debtors’ assets to Reuters (the “Reuters Assets”).

6. By an order dated May 3, 2001, the Bankruptcy Court approved the Reuters Purchase Agreement and authorized the sale of the Reuters Assets to Reuters, free and clear of all liens (other than liens permitted under the Reuters Purchase Agreement), claims, interests and encumbrances of any type whatsoever, known or unknown, fixed, liquidated, contingent or otherwise held by parties, including, but not limited to, Cantor Fitzgerald Securities, and any of the Debtors’ creditors, vendors, suppliers, employees or lessors, and any other person that is a holder of one of any such liens, claims, interests and encumbrances. The sale of the Reuters Assets to Reuters was consummated on September 28, 2001. Pursuant to the Reuters Purchase Agreement and the May 3, 2001 Bankruptcy Court Order, there are no liens on insurance or on insurance proceeds or payments constituting the Reuters Assets.

7. In furtherance of said sale and the Reuters Purchase Agreement, Bridge Information Systems, Inc. (n/k/a BIS Administration, Inc.) (“Bridge”) and Reuters entered into that certain letter agreement, dated September 26, 2001 (the “Letter Agreement”, a copy of which is attached as Exhibit A hereto), whereby Bridge, among other things, assigned to Reuters certain rights relating to the Reuters Assets for property damage and destruction, loss of accounts receivable, business interruption, extra expense

and contingent business interruption under the International Commercial Property Policy #HFP 003-97-04-01 (and any predecessor or successor policy) (the “Insurance Policy”) issued to Bridge and/or its affiliates by Winterthur International America Insurance Company (the “Insurance Company”).

8. Bridge has submitted to the Insurance Company partial proofs of loss and other information in support of certain claims under the Insurance Policy relating to the destruction of the World Trade Center on September 11, 2001 (the “Claims”).

9. On February 13, 2002, this Court confirmed the Debtors’ Second Amended Joint Plan of Liquidation (the “Plan”) and authorized the Debtors, among other things, to enter into the Plan Administrator Agreement (the “Plan Administrator Agreement”) by and among the Debtors and Scott P. Peltz, in his capacity as Plan Administrator (the “Plan Administrator”) for and on behalf of the Debtors. The Plan Administrator possesses all rights and powers detailed in the Plan and the Plan Administrator Agreement, including, without limitation, the right to exercise all power and authority of the Debtors under the Bankruptcy Code and under other applicable law.

10. On February 24, 2003, Bridge, through the Plan Administrator, and Reuters entered into a Letter Agreement concerning (1) the division between Bridge and Reuters of the \$25,000 deductible under the Insurance Policy and (2) the payment by Bridge of fees and expenses incurred by Deloitte & Touche and related to pursuit of claims under the Insurance Policy (the “February 2003 Letter Agreement”). That February 2003 Letter Agreement is attached at Exhibit B hereto.

11. On May 17, 2002, this Court entered an Order Authorizing and Approving an Advance Payment Under Insurance Policy. That Order is attached at Exhibit C hereto.

12. On November 14, 2002, this Court entered an Order Authorizing and Approving Second Advance Payment Under Insurance Policy. That Order is attached at Exhibit D hereto.

13. VeriClaim, Inc., the insurance adjuster for the Insurance Company (the "Insurance Adjuster"), has recommended that the Insurance Company make a third advance payment (the "Third Advance Payment") of \$2,086,216 in respect of allowed Claims, which Third Advance Payment would be paid to Bridge and Reuters pursuant to the allocations set forth on Exhibit E hereto. The respective portions of the Third Advance Payment payable to Bridge and Reuters as set forth on Exhibit E are hereinafter referred to as the "Third Bridge Payment" and the "Third Reuters Payment."

14. The Third Bridge Payment, and only the Third Bridge Payment, constitutes property of the Debtors' estates and is the collateral of those certain financial institutions (the "Pre-Petition Lenders") participating under that certain Amended and Restated Credit and Guarantee Agreement dated July 7, 1998 by and among Bridge, as borrower, certain of the Debtors, as guarantors, and the Pre-Petition Lenders, as lenders (the "Pre-Petition Credit Agreement").

15. The Third Advance Payment by the Insurance Company is a partial payment of the Claims and Bridge, Reuters, and the Insurance Company anticipate that additional payments will be made as adjustment proceeds. Payment by the Insurance Company of the Third Advance Payment does not represent a final settlement of the

Claims. The Third Advance Payment will be set off against the sum total amount of the insurance obligation due and owing under the Insurance Policy upon the final settlement of the Claims made under the Insurance Policy. Acceptance of the Third Advance Payment by Bridge and Reuters shall not be deemed to constitute any waiver of these parties' respective rights and interests with respect to the Claims and shall in no way prejudice Bridge and Reuters from pursuing additional payment on such Claims. Each of Bridge and Reuters expressly reserve any of its rights with respect to collecting future payments relating to the Claims and each reserves any of its rights to file further claims under the Insurance Policy and to pursue payment under such claims. The Insurance Company, in turn, expressly reserves any of its rights to set off, against future payment obligations of the Insurance Company related to the Claims under the Insurance Policy, all or any portion of the Third Advance Payment to the extent that any person or entity, other than Bridge or Reuters, claims to be insured or entitled to a portion of the Third Advance Payment.

16. A copy of this Order was previously provided to all persons listed on the Master Service List. Such notice shall be deemed proper and sufficient notice of the relief provided herein.

17. Goldman Sachs Credit Partners, L.P., the Lead Arranger and Syndication Agent under the Pre-Petition Credit Agreement, through its attorneys Skadden, Arps, Slate, Meagher & Flom, has reviewed this Order and does not object to the entry of this Order.

**IT IS HEREBY ORDERED:**

A. Each of the recitals set forth above are herein incorporated by reference.

B. The Letter Agreement, the February 2003 Letter Agreement, the Third Advance Payment, and the allocation of the Third Advance Payment between the Bridge Payment and the Reuters Payment are authorized, ratified and approved.

C. The Third Bridge Payment made by the Insurance Company shall be free and clear of, and shall not be subject to, any liens, claims, interests and encumbrances of Reuters and its successors, assigns and creditors. The Third Reuters Payment made by the Insurance Company shall be free and clear of, and shall not be subject to, the liens, claims, interests and encumbrances of Bridge, the Debtors and their respective estates, successors, assigns and creditors, including, without limitation, any trustee, Pre-Petition Lender, mortgagee, loss payee, or any one else who claims to have an interest in the Third Reuters Payment, nor shall any trustee, Pre-Petition Lender, mortgagee, loss payee, or anyone else have any liens, claims, interests or encumbrances against the resulting reduction in the amount of insurance available under the Insurance Policy.

D. The Third Bridge Payment shall be received and held in escrow by Bridge for the benefit of all persons or entities having an interest in the proceeds from the Insurance Policy represented by the Third Bridge Payment. Bridge shall distribute the Third Bridge Payment in accordance with the distribution procedures established under the Plan. Upon the Insurance Company's payment of the Third Bridge Payment to Bridge, all persons and entities having an interest in the proceeds from the Insurance

Policy represented by the Third Bridge Payment shall only be entitled to pursue and enforce such interests against the Third Bridge Payment and only in accordance with the terms and conditions of the Plan.

E. The Third Advance Payment by the Insurance Company is a partial payment of the Claims and Bridge, Reuters, and the Insurance Company anticipate that additional payments will be made as adjustment proceeds. Payment by the Insurance Company of the Third Advance Payment shall not constitute a final settlement of the Claims. The Third Advance Payment will be set off against the sum total amount of the insurance obligation due and owing under the Insurance Policy upon the final settlement of the Claims made under the Insurance Policy. Acceptance of the Third Advance Payment by Bridge and Reuters shall not be deemed to constitute any waiver of these parties' respective rights and interests with respect to the Claims and shall in no way prejudice Bridge and Reuters from pursuing additional payment on such Claims. Each of Bridge and Reuters reserves its right with respect to collecting future payments relating to the Claims and each reserves its right to file further claims under the Insurance Policy and to pursue payment under such claims. The Insurance Company, in turn, expressly reserves any of its rights to set off, against future payment obligations of the Insurance Company related to the Claims under the Insurance Policy, all or any portion of the Third Advance Payment to the extent that any person or entity, other than Bridge or Reuters, claims to be insured or entitled to a portion of the Third Advance Payment.

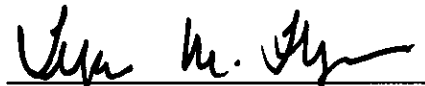
F. The Debtors shall serve a copy of this Order on: (i) all persons listed on the Master Service List; (ii) Reuters; (iii) the Insurance Company; and (iv) the Insurance Adjuster.

  
UNITED STATES BANKRUPTCY JUDGE

Dated: March 25, 2003

**AGREED:**

REUTERS AMERICA INC. AND REUTERS S.A.

By:   
VINSON & ELKINS L.L.P.  
(A Member of the Firm)  
The Willard Office Building  
1455 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004-1008

Their Attorneys

PLAN ADMINISTRATOR:

By: \_\_\_\_\_  
SCOTT P. PELTZ  
American Express Tax and Business Services, Inc.  
1 South Wacker Drive  
Suite 800  
Chicago, IL 60606



F. The Debtors shall serve a copy of this Order on: (i) all persons listed on the Master Service List; (ii) Reuters; (iii) the Insurance Company; and (iv) the Insurance Adjuster.

UNITED STATES BANKRUPTCY JUDGE

Dated: March \_\_\_\_\_, 2003

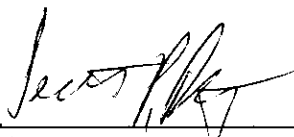
**AGREED:**

REUTERS AMERICA INC. AND REUTERS S.A.

By: \_\_\_\_\_  
VINSON & ELKINS L.L.P.  
(A Member of the Firm)  
The Willard Office Building  
1455 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004-1008

Their Attorneys

PLAN ADMINISTRATOR:

By:  \_\_\_\_\_  
SCOTT P. PELTZ  
American Express Tax and Business Services, Inc.  
1 South Wacker Drive  
Suite 800  
Chicago, IL 60606

**DISTRIBUTION LIST**

***Counsel for the Plan Administrator shall serve a copy of this Order on all parties listed below***

Scott P. Peltz, Plan Administrator  
American Express Tax and Business  
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1 South Wacker Drive, Suite 800  
Chicago, IL 60606

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Joel A. Kunin, Esq.  
Carr, Korein, Tillery, Kunin  
Montroy, Cates & Glass, LLC  
412 Missouri Avenue  
East St. Louis, IL 62201

Mr. Ronald C. McCartney  
VeriClaim, Inc.,  
4801 Spring Valley Road, Suite 102A  
Dallas, TX 75244

J. Eric Ivester, Esq.  
Skadden, Arps, Slate, Meagher  
& Flom LLP  
333 West Wacker Drive  
Chicago, IL 60606

Exhibit

BRIDGE INFORMATION SYSTEMS, INC.  
c/o Reuters America Inc.  
3 Times Square, 18th Floor  
New York, New York 10036  
(646) 223-8619

September 26, 2001

Reuters America Inc.  
The Reuters Building  
3 Times Square  
20<sup>th</sup> Floor  
New York, New York 10036

Re: Insurance of the Covered Assets

Ladies and Gentlemen:

Reference is made to the Amended and Restated Asset Purchase Agreement by and among Bridge Information Systems, Inc. (together with any assignees thereof and any successors-in-interest thereto, "Bridge") and certain of its subsidiaries and Reuters America Inc. and Reuters S.A. (collectively, the "Reuters Purchasers") dated as of May 3, 2001 (the "Purchase Agreement"). All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement and the Closing Memorandum and Agreement, dated of even date herewith, between Reuters America Inc. and Bridge Information Systems, Inc. (the "Closing Memorandum"). In consideration and furtherance of the Reuters Purchasers' rights under the Purchase Agreement and the respective representations, warranties, covenants, agreements and provisions set forth therein (including without limitation Section 7.20 and Schedule 1A thereof), Bridge hereby agrees to the following:

1. **TRANSFER OF CLAIMS.**

(a) With respect to any loss, liability, expense, damage, destruction or other event relating to, resulting from or arising out of any of the Acquired Assets, the Acquired Business, the DAIS Business (as hereinafter defined) or the Non-Transferred Contracts (as hereinafter defined) (collectively, the "Covered Assets") for which Bridge or any Affiliate thereof is or may in the future be entitled to assert, or cause any other Person to assert, a claim, including without limitation claims that now exist or may hereinafter come into existence, for recovery under any policy of insurance maintained by or for the benefit of Bridge or any Affiliate of Bridge in respect of any of the Covered Assets (collectively, "Insurance"), Bridge (on behalf of itself and such Affiliates) hereby irrevocably transfers and assigns, and to the extent necessary agrees to cause its Affiliates to

irrevocably transfer and assign, to the Reuters Purchasers and the Purchaser's Designee acquiring such assets and business (collectively, "Reuters") (A) any such rights that Bridge or any of its Affiliates may have (i) to assert such claims under the Insurance and (ii) to assert claims for bad faith or similar insurance practices or violations of insurance regulations by any insurer with respect to insurance coverage of any of the Covered Assets (collectively, "Bad Faith Practices") and (B) the full and complete authorization and right to initiate, conduct and settle any suit, arbitration, mediation or similar proceeding in the name of Bridge or any of its Affiliates with respect to any such claims under the Insurance or claims for Bad Faith Practices. Notwithstanding the foregoing, Bridge shall be entitled to the first \$1,500,000 of insurance proceeds, after deduction of applicable deductibles in accordance herewith, from claims under the Insurance solely with respect to all or any portion of the DAIS Business, and Reuters shall be entitled to any and all such insurance proceeds thereafter.

(b) Without limiting in any manner the generality of the foregoing paragraph, the term "Insurance" shall include without limitation claims for property damage and destruction, loss of accounts receivable, business interruption, extra expense, and contingent business interruption under the International Commercial Property Policy #HFP 003-97-04-01 (and any predecessor or successor policy) issued to Bridge and/or its Affiliates by Winterthur International America Insurance Company together with any and all endorsements and other modifications thereto as of the Closing Date. Notwithstanding the foregoing, the term "Insurance" shall not include the following coverages payable with respect to periods prior to the Cut-Off Date: business interruption, contingent business interruption, extra expense and loss of accounts receivable; provided, that such term shall include without limitation such coverages with respect to periods from and after the Cut-Off Date, irrespective of when the event giving rise to coverage occurred (including without limitation coverages for business interruption and contingent business interruption relating to the Covered Assets for periods from and after the Closing Date arising directly or indirectly as a result of the September 11, 2001 attack on the World Trade Center). The term "Insurance" shall not include any policy of insurance (or part thereof) that does not (or to the extent that it does not) cover or relate to the Covered Assets. The term "DAIS Business" shall mean the business of DAIS Group and any and all assets, contracts, rights and other assets thereof. The term "Non-Transferred Contracts" shall mean those Contracts specified in Exhibit B to the Closing Memorandum.

(c) Bridge and its Affiliates have provided or will prior to the Closing Date provide Reuters with true and correct copies of any and all policies, endorsements, contracts or agreements of any kind relating to the Insurance (including without limitation designations of any Person as loss payee, insured or additional insured), whether or not the foregoing are now currently in the possession of Bridge or any of its Affiliates.

## 2. CLAIM PROCEDURES.

(a) At the written request of Reuters, Bridge shall, and shall cause any of its relevant Affiliates to, assert, or assist Reuters to assert, any claims or potential claims that now exist or may hereinafter come into existence under or with respect to the Insurance (including without limitation claims for Bad Faith Practices) (collectively, "Claims", and each, a "Claim"), and, subject to the availability of personnel (other than the obligations pursuant to clauses (i) through (x) below, which shall not be subject to such availability), Bridge shall cooperate and cause its Affiliates to cooperate with Reuters in all respects with respect thereto in order to collect the full amount of such Claims. Such assistance and cooperation shall include without limitation the following:

- (i) preparing and filing in a timely manner any notice of loss, sworn proof of loss or any other required notification, questionnaire, paperwork or other required documentation as may be necessary or desirable for properly asserting any Claim;
- (ii) providing Reuters with access to any and all relevant corporate records and other documentation and information relating to any Claim;
- (iii) providing Reuters with access to the personnel of Bridge and each of its Affiliates during normal business hours after the provision of reasonable notice in order to make or support any Claim;
- (iv) waiving any confidentiality or similar agreements prohibiting the relevant personnel of Bridge and each of its Affiliates from communicating to Reuters any information relating to, or that may form the basis for, any Claim;
- (v) providing Reuters with full authorization and consent to communicate with Bridge's auditors and access to the work product of such auditors to the extent such discussions and work product relate to the Covered Assets or any Claim;
- (vi) providing Reuters with full authorization and consent to communicate with Bridge's insurance brokers and granting such insurance brokers permission to discuss with and/or disclose to Reuters any and all information relating to the Insurance or any Claim;
- (vii) providing Reuters with immediate notice of, and a copy of, any inquiry or other communication received by Bridge or

any of its Affiliates from any insurer or its representative with respect to any Claim;

- (viii) fulfilling any and all duties or obligations that Bridge or any of its Affiliates may have to any insurer in connection with or relating to any Claim (subject to the availability of personnel);
- (ix) obtaining the prior written consent of Reuters prior to making any representation, warranty, statement or disclosure to any insurer with respect to the Insurance or any Claim;
- (x) if so requested by Reuters, to relinquish control of all or any part of the claim filing, resolution and settlement process with respect to any Claim; and
- (xi) otherwise cooperating with Reuters, taking all reasonable steps necessary or desirable to Reuters, and proceeding diligently and in good faith while using its commercially reasonable best efforts to assist Reuters in formulating, filing, and otherwise pursuing any such Claim (in each case subject to the availability of personnel), and refraining from taking any action that would reasonably be expected to prejudice or otherwise jeopardize in any manner the successful collection of any Claim.

### **3. PAYMENT OF PROCEEDS; ALLOCATION OF DEDUCTIBLES; COVERAGE LIMITS.**

(a) Bridge and each of its Affiliates shall remit and deliver to Reuters (as promptly as practicable after receipt thereof) any and all proceeds and other amounts received at any time by any of them under, pursuant to, or otherwise in respect of the Insurance and any Claim. Reuters shall be entitled to take all actions to ensure that Reuters is at all times the sole loss payee under the Insurance and any Claim, and to direct the providers of the Insurance to pay any proceeds under the Insurance and any Claim directly to Reuters, and Bridge shall take all necessary and appropriate action in connection therewith.

(b) If and to the extent that all or a portion of one or more Claims and one or more Non-Covered Claims (as hereinafter defined) are both made under the same provision of the same policy of Insurance, Bridge and Reuters shall take, and shall cause their respective Affiliates to take, all actions necessary (whether through payment of money between them or otherwise) to ensure as promptly as practicable after payment of all such claims that the Claims, on the one hand, and the Non-Covered Claims, on the other hand, are subject to any applicable deductible under the policy pro rata in accordance with the aggregate gross

amount of such claims paid by the insurer under such policy (irrespective of how the insurer allocates such deductible between Claims and Non-Covered Claims). The term "Non-Covered Claims" shall mean claims relating to, resulting from or arising out of Non-Covered Assets. The term "Non-Covered Assets" shall mean assets and business not included in the Covered Assets.

(c) With respect only to events, occurrences and losses giving rise to a claim under the Insurance that occur on or prior to the Cut-Off Date, to the extent that the aggregate claims under any policy of Insurance exceed the applicable policy limits thereunder, Bridge and Reuters shall take, and shall cause their respective Affiliates to take, all actions necessary (whether through payment of money between them or otherwise) to ensure as promptly as practicable after payment of all such claims that the Claims, on the one hand, and the Non-Covered Claims, on the other hand, are subject to any applicable policy coverage limits under the policy pro rata in accordance with the aggregate gross amount of such claims paid by the insurer under such policy (irrespective of how the insurer allocates such policy coverage limits between Claims and Non-Covered Claims).

(d) With respect only to events, occurrences and losses giving rise to a claim under the Insurance that occur after the Cut-Off Date, to the extent that the aggregate claims under any policy of Insurance exceed the applicable policy limits thereunder, Bridge and Reuters shall take, and shall cause their respective Affiliates to take, all actions necessary (whether through payment of money between them or otherwise) to ensure as promptly as practicable after payment of all such claims that (i) insurance proceeds representing not less than 95% of such policy limits from such Insurance shall be used to pay Claims and (ii) insurance proceeds representing not less than 5% of such policy limits from such Insurance shall be used to pay Non-Covered Claims (irrespective of how the insurer allocates such policy coverage limits between Claims and Non-Covered Claims).

(e) Bridge shall use reasonable best efforts, as a condition to selling, transferring, assigning or otherwise disposing of any Non-Covered Assets, to require any Person to whom such Non-Covered Assets may be sold, assigned, transferred or otherwise disposed of, to agree in writing, in form and substance approved by Reuters, to be bound by the requirements of this Section 3 in the same manner and to the same extent as Bridge.

4. **COVERAGE.** Bridge shall, from and after the Closing Date until Reuters instructs Bridge in writing that the coverage provided by this Section 4 is no longer required (but in no event beyond May 1, 2002) (the "Coverage Termination Date"):

(a) to the extent of coverage under the Insurance, deem Reuters a party in interest that Bridge is responsible to insure with respect to any loss, liability, expense, damage or destruction relating to, resulting from or arising out of the Acquired Assets and the Acquired Business, including without limitation, any and all claims for property damage, property damage expenses, property valuation, business interruption, extra expense, loss of rental value, extended periods of



indemnity, contingent business interruption, leasehold interest, research and development, royalties, time element off-premises services interruption, property in the course of construction or erection, interruption by civil or military authority, impounded water, ingress/egress and interdependency coverage;

(b) subject to availability of the Insurance and any limitations and deductibles thereof, insure, indemnify, defend, and hold harmless Reuters and assume any liability with respect to any loss, liability, expense, damage or destruction relating to, resulting from or arising out of the Covered Assets, including without limitation, any and all claims for property damage, property damage expenses, property valuation, business interruption, extra expense, loss of rental value, extended periods of indemnity, contingent business interruption, leasehold interest, research and development, royalties, time element off-premises services interruption, property in the course of construction or erection, interruption by civil or military authority, impounded water, ingress/egress and interdependency coverage; and

(c) shall (i) take any and all actions necessary to maintain in full force and effect the Insurance, including without limitation the International Commercial Property Policy #HFP 003-97-04-01 (and any predecessor or successor policy) issued to Bridge by Winterthur International America Insurance Company together with any and all endorsements and other modifications thereto as of the Closing Date, and (ii) refrain from amending, modifying, waiving, or otherwise altering any term, condition, coverage or other provision of the Insurance without the prior written consent of Reuters (including without limitation the designation of any Person as a loss payee, insured or additional insured thereunder).

**5. PAYMENT OF PREMIUMS.** Reuters shall, from and after the Closing Date until the Coverage Terminate Date, reimburse Bridge for ninety-five percent (95%) of the premium charges incurred for the Insurance with respect to the period commencing on the Closing Date and ending on the Coverage Termination Date.

**6. NO REPRESENTATION REGARDING INSURANCE.** Bridge makes no representation or warranty in this letter agreement concerning the availability of insurance generally or of coverage of any Claim under the Insurance.

**7. DESCRIPTIVE HEADINGS.** The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

**8. ENTIRE AGREEMENT.** This agreement and the Purchase Agreement (including the Annexes, Schedules, Exhibits, and the other documents and instruments referred to therein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among Bridge, its Affiliates and the Reuters Purchasers or any of them, with respect to the subject matter hereof.

**9. SEVERABILITY.** If any provision of this agreement or the application thereof to any Person or circumstance is held invalid or unenforceable, the remainder of this agreement, and the application of such provision to other Persons or circumstances, shall not be affected thereby, and to such end, the provisions of this agreement are agreed to be severable.

**10. EXPENSES.** Each of the parties hereto shall pay its own costs and expenses in connection with this letter agreement and the performance of its respective obligations hereunder.

**11. NO THIRD PARTY BENEFICIARY.** It is understood and agreed among the parties that this letter agreement and the covenants made herein are made expressly and solely for the benefit of the parties hereto, and that no other Person shall be entitled or be deemed to be entitled to any benefits or rights hereunder, nor be authorized or entitled to enforce any rights, claims or remedies hereunder or by reason hereof.


**12. GOVERNING LAW; JURISDICTION.** This agreement shall be governed by and construed in accordance with the Laws of the State of New York without regard to the rules of conflict of Laws of the State of New York or any other jurisdiction. Each of Bridge, its Affiliates and the Reuters Purchasers irrevocably and unconditionally consents to submit to the jurisdiction of the Bankruptcy Court of the Eastern District of Missouri and the federal courts of the United States located in the City of New York, Borough of Manhattan, State of New York for any litigation arising out of or relating to this agreement and the transactions contemplated thereby (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation therein, and agrees not to plead or claim that such litigation has been brought in an inconvenient forum.

**13. SPECIFIC PERFORMANCE.** The parties hereto recognize that if any party refuses to perform under the provisions of this letter agreement, monetary damages alone will not be adequate to compensate the other parties for their injury. Each party shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of the terms of this letter agreement. If any action is brought by a party to enforce this letter agreement against any other party, the other parties hereto shall waive the defense that there is an adequate remedy at Law with respect to such action. In the event of a default by any party that results in the filing of a lawsuit for damages, specific performances, or other remedies, the non-defaulting parties, upon the entry of a judgment in their favor, shall be entitled to reimbursement by the defaulting party of reasonable legal fees and expenses incurred by the non-defaulting parties.

**14. BINDING EFFECT; NO ASSIGNMENT.** This letter agreement is binding upon and will inure to the benefit of the parties hereto and their respective successors-in-interest and permitted assigns. Neither this letter agreement nor any right or obligation hereunder or part hereof may be assigned by any party hereto without the prior written consent of the other parties hereto (and any attempt to do so will be void).


Very truly yours,

**BRIDGE INFORMATION  
SYSTEMS, INC.**

By:   
Name: \_\_\_\_\_  
Title: Sankar Krishnan  
Chief Restructuring Officer

**AGREED TO AND ACCEPTED BY:**

**REUTERS AMERICA INC.**

By:   
Name: ERIC HUNT  
Title: ATTORNEY IN FACT

**REUTERS S.A.**

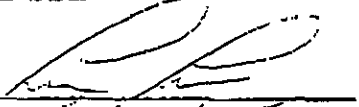
By:   
Name: ERIC HUNT  
Title: ATTORNEY IN FACT

Exhibit B



February 21, 2003

Mr. Scott Peltz  
Plan Administrator  
American Express Tax and Business Services, Inc.  
One South Wacker Drive, Suite 800  
Chicago, IL 60606

Re: Reuters/Bridge Insurance Matter Related to  
World Trade Center and Environs ("WTC") Claims

Dear Scott:

This letter sets forth an expense sharing agreement concerning certain items related to the insurance claim referenced above.

First, you have agreed that Bridge Administration Inc. ("Bridge") will reimburse Reuters a percentage of the \$25,000 deductible (the "Deductible"), related to the claims referenced above made under the International Commercial Property Policy #HFP 003 97 0401 (and any predecessor or successor policy) issued by Winterthur International American Insurance Company ("Bridge Percentage"). The Bridge Percentage will be equal to the percent paid to Bridge of the total dollars recovered under the policy by both Bridge and Reuters, related to the September 11, 2001 WTC claims. For example, if Bridge received \$10 of an overall \$100 recovery under the policy, it would reimburse Reuters 10 percent of the Deductible. Such payment will be made by Bridge to Reuters via wire transfer within 10 business days of the overall disposition of the claim with the insurance company.

Next, you have agreed that Bridge will reimburse Reuters for a portion of the total professional fees and expenses charged by Deloitte & Touche ("Deloitte") in relation to Deloitte's efforts to pursue coverage for the WTC insurance claims. The portion of the professional fees Bridge will pay will equal the Bridge Percentage applied to 50 percent of the total professional fees and expenses charged by Deloitte. So if, by way of example, the total fees charged by Deloitte are \$200,000 and if the Bridge Percentage is 10 percent, Bridge will reimburse Reuters \$10,000, or 10 percent of \$100,000 (\$100,000 being 50 percent of \$200,000). Bridge agrees to make such payment to Reuters via wire transfer within 10 days of the overall disposition of the claim with the insurance company. It should be noted that as of December 31, 2002, Bridge had paid \$75,580 in such fees to Deloitte and Reuters had paid \$271,842 in such fees to Deloitte.

Reuters America Operations LLC  
717 Office Parkway  
St Louis MO 63141

Tel: 314-468-1000  
Fax: 314-452-5295  
www.reuters.com


Please indicate that you have reviewed this letter and that it correctly represents our agreement by your countersignature below and return a copy to me. By signing below you also represent that you have full authority to bind Bridge to this agreement.

Sincerely,



Deborah S. Grossman

Agreed to and accepted by:



Scott Peltz  
Plan Administrator

2/24/03

Date

Exhibit C

COPY

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

IN RE: ) In Proceedings Under Chapter 11  
BRIDGE INFORMATION SYSTEMS, INC., et al., ) Case No. 01-0141593-293  
Debtors. ) Honorable David P. McDonald  
United States Bankruptcy Judge  
) ORDER AUTHORIZING AND  
) APPROVING ADVANCE  
) PAYMENT UNDER  
) INSURANCE POLICY

This matter having come before the Court upon the request of the above-captioned Debtors (collectively, the "Debtors"), the parties acknowledging that:

1. On February 15, 2001 (the "Petition Date"), the Debtors commenced these Chapter 11 cases by filing voluntary petitions under Title 11 of the United States Code (the "Bankruptcy Code").

2. The Debtors have continued to operate their businesses as debtors-in-possession since the Petition Date pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

3. On March 29, 2001, the Bankruptcy Court entered Standing Order #4 ("Standing Order #4"), pursuant to which the Bankruptcy Court approved certain procedures for the sale of all or a substantial portion of the Debtors' assets.

4. Pursuant to Standing Order #4, the Debtors determined that, in their business judgment, the offer by Reuters America Inc. and Reuters S.A. (together,



"Reuters") to purchase a substantial portion of the Debtors' assets was the highest and best offer.

5. On May 2, 2001, the Debtors filed the asset purchase agreement (as amended and restated, the "Reuters Purchase Agreement") by and between the Debtors and Reuters, providing for the sale of a substantial portion of the Debtors' assets to Reuters (the "Reuters Assets").

6. By an order dated May 3, 2001, the Bankruptcy Court approved the Reuters Purchase Agreement and authorized the sale of the Reuters Assets to Reuters, free and clear of all liens (other than liens permitted under the Reuters Purchase Agreement), claims, interests and encumbrances of any type whatsoever, known or unknown, fixed, liquidated, contingent or otherwise held by parties, including, but not limited to, Cantor Fitzgerald Securities, and any of the Debtors' creditors, vendors, suppliers, employees or lessors, and any other person that is a holder of one of any such liens, claims, interests and encumbrances. The sale of the Reuters Assets to Reuters was consummated on September 28, 2001. Pursuant to the Reuters Purchase Agreement and the May 3, 2001 Bankruptcy Court Order, there are no liens on insurance or on insurance proceeds or payments constituting the Reuters Assets.

7. In furtherance of said sale and the Reuters Purchase Agreement, Bridge Information Systems, Inc. (n/k/a BIS Administration, Inc.) ("Bridge") and Reuters entered into that certain letter agreement, dated September 26, 2001 (the "Letter Agreement", a copy of which is attached as Exhibit A hereto), whereby Bridge, among other things, assigned to Reuters certain rights relating to the Reuters Assets for property damage and destruction, loss of accounts receivable, business interruption, extra expense

and contingent business interruption under the International Commercial Property Policy #HFP 003-97-04-01 (and any predecessor or successor policy) (the "Insurance Policy") issued to Bridge and/or its affiliates by Winterthur International America Insurance Company (the "Insurance Company").

8. Bridge has submitted to the Insurance Company partial proofs of loss for certain claims under the Insurance Policy relating to the destruction of the World Trade Center on September 11, 2001 (the "Claims").

9. McLaren's Toplis North America, Inc., the insurance adjuster for the Insurance Company (the "Insurance Adjuster"), has recommended that the Insurance Company make an advance payment (the "Advance Payment") of \$4.5 million in respect of allowed Claims, which Advance Payment would be paid to Bridge and Reuters pursuant to the allocations set forth on Exhibit B hereto. The respective portions of the Advance Payment payable to Bridge and Reuters as set forth on Exhibit B are hereinafter referred to as the "Bridge Payment" and the "Reuters Payment."

10. The Bridge Payment, and only the Bridge Payment, constitutes property of the Debtors' estates and is the collateral of those certain financial institutions (the "Pre-Petition Lenders") participating under that certain Amended and Restated Credit and Guarantee Agreement dated July 7, 1998 by and among Bridge, as borrower, certain of the Debtors, as guarantors, and the Pre-Petition Lenders, as lenders (the "Pre-Petition Credit Agreement").

11. The Advance Payment by the Insurance Company is a partial payment of the Claims and Bridge, Reuters, and the Insurance Company anticipate that additional payments will be made as adjustment proceeds. Payment by the Insurance

Company of the Advance Payment does not represent a final settlement of the Claims. The Advance Payment will be set off against the sum total amount of the insurance obligation due and owing under the Insurance Policy upon the final settlement of the Claims made under the Insurance Policy. Acceptance of the Advance Payment by Bridge and Reuters shall not be deemed to constitute any waiver of these parties' respective rights and interests with respect to the Claims and shall in no way prejudice Bridge and Reuters from pursuing additional payment on such Claims. Each of Bridge and Reuters expressly reserve any of its rights with respect to collecting future payments relating to the Claims and each reserves any of its rights to file further claims under the Insurance Policy and to pursue payment under such claims. The Insurance Company, in turn, expressly reserves any of its rights to set off, against future payment obligations of the Insurance Company related to the Claims under the Insurance Policy, all or any portion of the Advance Payment to the extent that any person or entity, other than Bridge or Reuters, claims to be insured or entitled to a portion of the Advance Payment.

12. A copy of this Order was previously provided to all persons listed on the Master Service List. Such notice shall be deemed proper and sufficient notice of the relief provided herein.

13. Goldman Sachs Credit Partners, L.P., the Lead Arranger and Syndication Agent under the Pre-Petition Credit Agreement, through its attorneys Skadden, Arps, Slate, Meagher & Flom, has reviewed this Order and does not object to the entry of this Order.

**IT IS HEREBY ORDERED:**

A. Each of the recitals set forth above are herein incorporated by reference.

B. The Letter Agreement, Advance Payment, and the allocation of the Advance Payment between the Bridge Payment and the Reuters Payment are authorized, ratified and approved.

C. The Bridge Payment made by the Insurance Company shall be free and clear of, and shall not be subject to, any liens, claims, interests and encumbrances of Reuters and its successors, assigns and creditors. The Reuters Payment made by the Insurance Company shall be free and clear of, and shall not be subject to, the liens, claims, interests and encumbrances of Bridge, the Debtors and their respective estates, successors, assigns and creditors, including, without limitation, any trustee, Pre-Petition Lender, mortgagee, loss payee, or any one else who claims to have an interest in the Reuters Payment, nor shall any trustee, Pre-Petition Lender, mortgagee, loss payee, or anyone else have any liens, claims, interests or encumbrances against the resulting reduction in the amount of insurance available under the Insurance Policy.

D. The Bridge Payment shall be received and held in escrow by Bridge for the benefit of all persons or entities having an interest in the proceeds from the Insurance Policy represented by the Bridge Payment. Bridge shall distribute the Bridge Payment in accordance with the distribution procedures established under the Debtors' Second Amended Joint Plan of Liquidation (the "Plan"). Upon the Insurance Company's payment of the Bridge Payment to Bridge, all persons and entities having an interest in the proceeds from the Insurance Policy represented by the Bridge Payment shall only be

entitled to pursue and enforce such interests against the Bridge Payment and only in accordance with the terms and conditions of the Plan.

E. The Advance Payment by the Insurance Company is a partial payment of the Claims and Bridge, Reuters, and the Insurance Company anticipate that additional payments will be made as adjustment proceeds. Payment by the Insurance Company of the Advance Payment shall not constitute a final settlement of the Claims. The Advance Payment will be set off against the sum total amount of the insurance obligation due and owing under the Insurance Policy upon the final settlement of the Claims made under the Insurance Policy. Acceptance of the Advance Payment by Bridge and Reuters shall not be deemed to constitute any waiver of these parties' respective rights and interests with respect to the Claims and shall in no way prejudice Bridge and Reuters from pursuing additional payment on such Claims. Each of Bridge and Reuters reserves its right with respect to collecting future payments relating to the Claims and each reserves its right to file further claims under the Insurance Policy and to pursue payment under such claims. The Insurance Company, in turn, expressly reserves any of its rights to set off, against future payment obligations of the Insurance Company related to the Claims under the Insurance Policy, all or any portion of the Advance Payment to the extent that any person or entity, other than Bridge or Reuters, claims to be insured or entitled to a portion of the Advance Payment.

F. The Debtors shall serve a copy of this Order on: (i) all persons listed on the Master Service List; (ii) Reuters; (iii) the Insurance Company; and (iv) the Insurance Adjuster.


  
UNITED STATES BANKRUPTCY JUDGE

MAY 17 2002

Dated: April \_\_\_\_\_, 2002

**AGREED:**

REUTERS AMERICA INC. AND REUTERS S.A.

By:   
VINSON & ELKINS L.L.P.  
(A Member of the Firm)  
666 Fifth Avenue  
26th Floor  
New York, New York 10103-0040

Their Attorneys

**PLAN ADMINISTRATOR:**

By: \_\_\_\_\_  
SCOTT R. PELTZ  
American Express Tax and Business Services, Inc.  
1 South Wacker Drive  
Suite 800  
Chicago, IL 60606

F. The Debtors shall serve a copy of this Order on: (i) all persons listed on the Master Service List; (ii) Reuters; (iii) the Insurance Company; and (iv) the Insurance Adjuster.

UNITED STATES BANKRUPTCY JUDGE

Dated: April \_\_\_\_\_, 2002

**AGREED:**

**REUTERS AMERICA INC. AND REUTERS S.A.**

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

**VINSON & BLKINS L.L.P.**  
(A Member of the Firm)  
666 Fifth Avenue  
26th Floor  
New York, New York 10103-0040

Their Attorneys

**PLAN ADMINISTRATOR:**

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

**SCOTT R. PELTZ**  
American Express Tax and Business Services, Inc.  
1 South Wacker Drive  
Suite 800  
Chicago, IL 60606

**DISTRIBUTION LIST**

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St. Louis, MO 63102-2750

Thomas J. Moloney, Esq.  
Cleary, Gottlieb, Steen & Hamilton  
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New York, NY 10006

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Carr, Korein, Tillery, Kunin,  
Montroy, Cates & Glass, LLC  
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East St. Louis, IL 62201

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Tegan M. Flynn, Esq.  
Vinson & Elkins L.L.P.  
The Willard Office Building  
1455 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004-1008

Kenneth W. Erickson, Esq.  
Ropes & Gray  
One International Place  
Boston, Massachusetts 02110

Mr. Ronald C. McCartney  
McLarens Toplis  
4801 Spring Valley Road, Suite 102A  
Dallas, TX 75244



EXHIBIT A

BRIDGE INFORMATION SYSTEMS, INC.  
c/o Reuters America Inc.  
3 Times Square, 18th Floor  
New York, New York 10036  
(646) 223-8619

September 26, 2001

Reuters America Inc.  
The Reuters Building  
3 Times Square  
20<sup>th</sup> Floor  
New York, New York 10036

Re: Insurance of the Covered Assets

Ladies and Gentlemen:

Reference is made to the Amended and Restated Asset Purchase Agreement by and among Bridge Information Systems, Inc. (together with any assignees thereof and any successors-in-interest thereto, "Bridge") and certain of its subsidiaries and Reuters America Inc. and Reuters S.A. (collectively, the "Reuters Purchasers") dated as of May 3, 2001 (the "Purchase Agreement"). All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement and the Closing Memorandum and Agreement, dated of even date herewith, between Reuters America Inc. and Bridge Information Systems, Inc. (the "Closing Memorandum"). In consideration and furtherance of the Reuters Purchasers' rights under the Purchase Agreement and the respective representations, warranties, covenants, agreements and provisions set forth therein (including without limitation Section 7.20 and Schedule 1A thereof), Bridge hereby agrees to the following:

1. **TRANSFER OF CLAIMS.**

(a) With respect to any loss, liability, expense, damage, destruction or other event relating to, resulting from or arising out of any of the Acquired Assets, the Acquired Business, the DAIS Business (as hereinafter defined) or the Non-Transferred Contracts (as hereinafter defined) (collectively, the "Covered Assets") for which Bridge or any Affiliates thereof is or may in the future be entitled to assert, or cause any other Person to assert, a claim, including without limitation claims that now exist or may hereinafter come into existence, for recovery under any policy of insurance maintained by or for the benefit of Bridge or any Affiliate of Bridge in respect of any of the Covered Assets (collectively, "Insurance"), Bridge (on behalf of itself and such Affiliates) hereby irrevocably transfers and assigns, and to the extent necessary agrees to cause its Affiliates to

irrevocably transfer and assign, to the Reuters Purchasers and the Purchaser's Designee acquiring such assets and business (collectively, "Reuters") (A) any such rights that Bridge or any of its Affiliates may have (i) to assert such claims under the Insurance and (ii) to assert claims for bad faith or similar insurance practices or violations of insurance regulations by any insurer with respect to insurance coverage of any of the Covered Assets (collectively, "Bad Faith Practices") and (B) the full and complete authorization and right to initiate, conduct and settle any suit, arbitration, mediation or similar proceeding in the name of Bridge or any of its Affiliates with respect to any such claims under the Insurance or claims for Bad Faith Practices. Notwithstanding the foregoing, Bridge shall be entitled to the first \$1,500,000 of insurance proceeds, after deduction of applicable deductibles in accordance herewith, from claims under the Insurance solely with respect to all or any portion of the DAIS Business, and Reuters shall be entitled to any and all such insurance proceeds thereafter.

(b) Without limiting in any manner the generality of the foregoing paragraph, the term "Insurance" shall include without limitation claims for property damage and destruction, loss of accounts receivable, business interruption, extra expense, and contingent business interruption under the International Commercial Property Policy #HFP 003-97-04-01 (and any predecessor or successor policy) issued to Bridge and/or its Affiliates by Winterthur International America Insurance Company together with any and all endorsements and other modifications thereto as of the Closing Date. Notwithstanding the foregoing, the term "Insurance" shall not include the following coverages payable with respect to periods prior to the Cut-Off Date: business interruption, contingent business interruption, extra expense and loss of accounts receivable; provided that such term shall include without limitation such coverages with respect to periods from and after the Cut-Off Date, irrespective of when the event giving rise to coverage occurred (including without limitation coverages for business interruption and contingent business interruption relating to the Covered Assets for periods from and after the Closing Date arising directly or indirectly as a result of the September 11, 2001 attack on the World Trade Center). The term "Insurance" shall not include any policy of insurance (or part thereof) that does not (or to the extent that it does not) cover or relate to the Covered Assets. The term "DAIS Business" shall mean the business of DAIS Group and any and all assets, contracts, rights and other assets thereof. The term "Non-Transferred Contracts" shall mean those Contracts specified in Exhibit B to the Closing Memorandum.

(c) Bridge and its Affiliates have provided or will prior to the Closing Date provide Reuters with true and correct copies of any and all policies, endorsements, contracts or agreements of any kind relating to the Insurance (including without limitation designations of any Person as loss payee, insured or additional insured), whether or not the foregoing are now currently in the possession of Bridge or any of its Affiliates.

**2. CLAIM PROCEDURES.**

(a) At the written request of Reuters, Bridge shall, and shall cause any of its relevant Affiliates to, assert, or assist Reuters to assert, any claims or potential claims that now exist or may hereinafter come into existence under or with respect to the Insurance (including without limitation claims for Bad Faith Practices) (collectively, "Claims", and each, a "Claim"), and, subject to the availability of personnel (other than the obligations pursuant to clauses (i) through (x) below, which shall not be subject to such availability), Bridge shall cooperate and cause its Affiliates to cooperate with Reuters in all respects with respect thereto in order to collect the full amount of such Claims. Such assistance and cooperation shall include without limitation the following:

- (i) preparing and filing in a timely manner any notice of loss, sworn proof of loss or any other required notification, questionnaire, paperwork or other required documentation as may be necessary or desirable for properly asserting any Claim;
- (ii) providing Reuters with access to any and all relevant corporate records and other documentation and information relating to any Claim;
- (iii) providing Reuters with access to the personnel of Bridge and each of its Affiliates during normal business hours after the provision of reasonable notice in order to make or support any Claim;
- (iv) waiving any confidentiality or similar agreements prohibiting the relevant personnel of Bridge and each of its Affiliates from communicating to Reuters any information relating to, or that may form the basis for, any Claim;
- (v) providing Reuters with full authorization and consent to communicate with Bridge's auditors and access to the work product of such auditors to the extent such discussions and work product relate to the Covered Assets or any Claim;
- (vi) providing Reuters with full authorization and consent to communicate with Bridge's insurance brokers and granting such insurance brokers permission to discuss with and/or disclose to Reuters any and all information relating to the Insurance or any Claim;
- (vii) providing Reuters with immediate notice of, and a copy of, any inquiry or other communication received by Bridge or

any of its Affiliates from any insurer or its representative with respect to any Claim;

- (viii) fulfilling any and all duties or obligations that Bridge or any of its Affiliates may have to any insurer in connection with or relating to any Claim (subject to the availability of personnel);
- (ix) obtaining the prior written consent of Reuters prior to making any representation, warranty, statement or disclosure to any insurer with respect to the Insurance or any Claim;
- (x) if so requested by Reuters, to relinquish control of all or any part of the claim filing, resolution and settlement process with respect to any Claim; and
- (xi) otherwise cooperating with Reuters, taking all reasonable steps necessary or desirable to Reuters, and proceeding diligently and in good faith while using its commercially reasonable best efforts to assist Reuters in formulating, filing, and otherwise pursuing any such Claim (in each case subject to the availability of personnel), and refraining from taking any action that would reasonably be expected to prejudice or otherwise jeopardize in any manner the successful collection of any Claim.

### 3. PAYMENT OF PROCEEDS; ALLOCATION OF DEDUCTIBLES; COVERAGE LIMITS.

(a) Bridge and each of its Affiliates shall remit and deliver to Reuters (as promptly as practicable after receipt thereof) any and all proceeds and other amounts received at any time by any of them under, pursuant to, or otherwise in respect of the Insurance and any Claim. Reuters shall be entitled to take all actions to ensure that Reuters is at all times the sole loss payee under the Insurance and any Claim, and to direct the providers of the Insurance to pay any proceeds under the Insurance and any Claim directly to Reuters, and Bridge shall take all necessary and appropriate action in connection therewith.

(b) If and to the extent that all or a portion of one or more Claims and one or more Non-Covered Claims (as hereinafter defined) are both made under the same provision of the same policy of Insurance, Bridge and Reuters shall take, and shall cause their respective Affiliates to take, all actions necessary (whether through payment of money between them or otherwise) to ensure as promptly as practicable after payment of all such claims that the Claims, on the one hand, and the Non-Covered Claims, on the other hand, are subject to any applicable deductible under the policy pro rata in accordance with the aggregate gross

amount of such claims paid by the insurer under such policy (irrespective of how the insurer allocates such deductible between Claims and Non-Covered Claims). The term "Non-Covered Claims" shall mean claims relating to, resulting from or arising out of Non-Covered Assets. The term "Non-Covered Assets" shall mean assets and business not included in the Covered Assets.

(c) With respect only to events, occurrences and losses giving rise to a claim under the Insurance that occur on or prior to the Cut-Off Date, to the extent that the aggregate claims under any policy of Insurance exceed the applicable policy limits thereunder, Bridge and Reuters shall take, and shall cause their respective Affiliates to take, all actions necessary (whether through payment of money between them or otherwise) to ensure as promptly as practicable after payment of all such claims that the Claims, on the one hand, and the Non-Covered Claims, on the other hand, are subject to any applicable policy coverage limits under the policy pro rata in accordance with the aggregate gross amount of such claims paid by the insurer under such policy (irrespective of how the insurer allocates such policy coverage limits between Claims and Non-Covered Claims).

(d) With respect only to events, occurrences and losses giving rise to a claim under the Insurance that occur after the Cut-Off Date, to the extent that the aggregate claims under any policy of Insurance exceed the applicable policy limits thereunder, Bridge and Reuters shall take, and shall cause their respective Affiliates to take, all actions necessary (whether through payment of money between them or otherwise) to ensure as promptly as practicable after payment of all such claims that (i) insurance proceeds representing not less than 95% of such policy limits from such Insurance shall be used to pay Claims and (ii) insurance proceeds representing not less than 5% of such policy limits from such Insurance shall be used to pay Non-Covered Claims (irrespective of how the insurer allocates such policy coverage limits between Claims and Non-Covered Claims).

(e) Bridge shall use reasonable best efforts, as a condition to selling, transferring, assigning or otherwise disposing of any Non-Covered Assets, to require any Person to whom such Non-Covered Assets may be sold, assigned, transferred or otherwise disposed of, to agree in writing, in form and substance approved by Reuters, to be bound by the requirements of this Section 3 in the same manner and to the same extent as Bridge.

4. **COVERAGE.** Bridge shall, from and after the Closing Date until Reuters instructs Bridge in writing that the coverage provided by this Section 4 is no longer required (but in no event beyond May 1, 2002) (the "Coverage Termination Date"):

(a) to the extent of coverage under the Insurance, deem Reuters a party in interest that Bridge is responsible to insure with respect to any loss, liability, expense, damage or destruction relating to, resulting from or arising out of the Acquired Assets and the Acquired Business, including without limitation, any and all claims for property damage, property damage expenses, property valuation, business interruption, extra expense, loss of rental value, extended periods of

indemnity, contingent business interruption, leasehold interest, research and development, royalties, time element off-premises services interruption, property in the course of construction or erection, interruption by civil or military authority, impounded water, ingress/egress and interdependency coverage;

(b) subject to availability of the Insurance and any limitations and deductibles thereof, insure, indemnify, defend, and hold harmless Reuters and assume any liability with respect to any loss, liability, expense, damage or destruction relating to, resulting from or arising out of the Covered Assets, including without limitation, any and all claims for property damage, property damage expenses, property valuation, business interruption, extra expense, loss of rental value, extended periods of indemnity, contingent business interruption, leasehold interest, research and development, royalties, time element off-premises services interruption, property in the course of construction or erection, interruption by civil or military authority, impounded water, ingress/egress and interdependency coverage; and

(c) shall (i) take any and all actions necessary to maintain in full force and effect the Insurance, including without limitation the International Commercial Property Policy #HFP 003-97-04-01 (and any predecessor or successor policy) issued to Bridge by Winterthur International America Insurance Company together with any and all endorsements and other modifications thereto as of the Closing Date, and (ii) refrain from amending, modifying, waiving, or otherwise altering any term, condition, coverage or other provision of the Insurance without the prior written consent of Reuters (including without limitation the designation of any Person as a loss payee, insured or additional insured thereunder).

5. **PAYMENT OF PREMIUMS.** Reuters shall, from and after the Closing Date until the Coverage Termination Date, reimburse Bridge for ninety-five percent (95%) of the premium charges incurred for the Insurance with respect to the period commencing on the Closing Date and ending on the Coverage Termination Date.

6. **NO REPRESENTATION REGARDING INSURANCE.** Bridge makes no representation or warranty in this letter agreement concerning the availability of insurance generally or of coverage of any Claim under the Insurance.

7. **DESCRIPTIVE HEADINGS.** The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

8. **ENTIRE AGREEMENT.** This agreement and the Purchase Agreement (including the Annexes, Schedules, Exhibits, and the other documents and instruments referred to therein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among Bridge, its Affiliates and the Reuters Purchasers or any of them, with respect to the subject matter hereof.

9. **SEVERABILITY.** If any provision of this agreement or the application thereof to any Person or circumstance is held invalid or unenforceable, the remainder of this agreement, and the application of such provision to other Persons or circumstances, shall not be affected thereby, and to such end, the provisions of this agreement are agreed to be severable.

10. **EXPENSES.** Each of the parties hereto shall pay its own costs and expenses in connection with this letter agreement and the performance of its respective obligations hereunder.

11. **NO THIRD PARTY BENEFICIARY.** It is understood and agreed among the parties that this letter agreement and the covenants made herein are made expressly and solely for the benefit of the parties hereto, and that no other Person shall be entitled or be deemed to be entitled to any benefits or rights hereunder, nor be authorized or entitled to enforce any rights, claims or remedies hereunder or by reason hereof.

12. **GOVERNING LAW; JURISDICTION.** This agreement shall be governed by and construed in accordance with the Laws of the State of New York without regard to the rules of conflict of Laws of the State of New York or any other jurisdiction. Each of Bridge, its Affiliates and the Reuters Purchasers irrevocably and unconditionally consents to submit to the jurisdiction of the Bankruptcy Court of the Eastern District of Missouri and the federal courts of the United States located in the City of New York, Borough of Manhattan, State of New York for any litigation arising out of or relating to this agreement and the transactions contemplated thereby (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation therein, and agrees not to plead or claim that such litigation has been brought in an inconvenient forum.

13. **SPECIFIC PERFORMANCE.** The parties hereto recognize that if any party refuses to perform under the provisions of this letter agreement, monetary damages alone will not be adequate to compensate the other parties for their injury. Each party shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of the terms of this letter agreement. If any action is brought by a party to enforce this letter agreement against any other party, the other parties hereto shall waive the defense that there is an adequate remedy at Law with respect to such action. In the event of a default by any party that results in the filing of a lawsuit for damages, specific performances, or other remedies, the non-defaulting parties, upon the entry of a judgment in their favor, shall be entitled to reimbursement by the defaulting party of reasonable legal fees and expenses incurred by the non-defaulting parties.

14. **BINDING EFFECT; NO ASSIGNMENT.** This letter agreement is binding upon and will inure to the benefit of the parties hereto and their respective successors-in-interest and permitted assigns. Neither this letter agreement nor any right or obligation hereunder or part hereof may be assigned by any party hereto without the prior written consent of the other parties hereto (and any attempt to do so will be void).



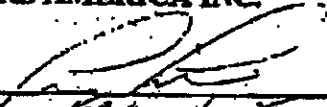
Very truly yours,

**BRIDGE INFORMATION  
SYSTEMS, INC.**

By:   
Name: \_\_\_\_\_  
Title: Sankar Krishnan  
Chief Restructuring Officer

**AGREED TO AND ACCEPTED BY:**

**REUTERS AMERICA INC.**

By:   
Name: Eric Hunt  
Title: ATTORNEY IN FACT

**REUTERS S.A.**

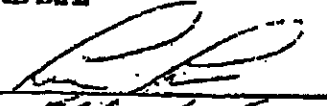
By:   
Name: Eric Hunt  
Title: ATTORNEY IN FACT

EXHIBIT B

**ESTIMATED CLAIM RELATED TO INITIAL ADVANCE FOR NEW YORK LOSSES - SEPTEMBER 11, 2001**  
**ALLOCATION OF INITIAL ADVANCE BETWEEN BRIDGE AND REUTERS**

<b>REAL AND PERSONAL PROPERTY LOSSES</b>	<b>Draft Claim Amount</b>	<b>Expected Advance Amount</b>	<b>Amount Allocated to Bridge Estate</b>	<b>Amount Allocated to Reuters</b>
Computers - 2 World Trade Center (excluding Walt Christensen Lab)	\$3,907,948	\$2,037,041	\$29,246	\$2,007,795
Walt Christensen Development Lab:				
57th Floor - 2 World Trade Center	\$2,375,700	\$712,710	\$434,760	\$277,950
58th Floor - 2 World Trade Center	\$61,500	\$18,450	\$0	\$18,450
Basement Storage - 2 World Trade Center	\$158,500	\$47,550	\$28,470	\$19,080
Total Walt Christensen Development Lab	\$2,595,700	\$778,710	\$463,230	\$315,480
Complete Loss of Dais System	\$6,700,000	\$159,625	\$159,625	\$0
Office Contents - 2 World Trade Center	\$957,858	\$497,875	\$0	\$497,875
Leasehold Improvements and Betterments	\$960,515	\$900,785	\$0	\$900,785
Employee Personal Property Losses	\$10,459	\$8,242	\$8,242	\$0
<b>EXTRA EXPENSES</b>				
Employee Extra Expenses	\$117,721	\$117,721	\$52,191	\$65,530
<b>PRELIMINARY LOSS AMOUNT RELATED TO INITIAL ADVANCE</b>	<b>\$15,250,202</b>	<b>\$4,500,000</b>	<b>\$712,534</b>	<b>\$3,787,466</b>