

AMENDMENT
TO THE
AGREEMENT FOR PURCHASE AND SALE OF ASSETS

THIS AMENDMENT to the Agreement for Purchase and Sale of Assets by and among Moore North America, Inc. ("Seller"), VISTA DMS, Inc. ("Purchaser") and VISTA Information Solutions, Inc. ("Parent") dated July 28, 1999, as amended (the "ASSET PURCHASE AGREEMENT"), is made and entered into this 17th day of December, 1999.

WHEREAS, Seller, Purchaser and Parent have agreed to amend certain terms of the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, Purchaser and Parent agree as follows:

1. AMENDMENT TO SECTION 1.2. Section 1.2(a) of the Asset Purchase Agreement is amended to delete the reference to "Section 1.3(i)" and replace it with a reference to "Section 1.3."

2. AMENDMENT TO SECTION 1.3.

(a) Section 1.3(a) and 1.3(b) of the Asset Purchase Agreement is amended and restated as follows:

(a) all cash and cash equivalents, including cash on hand and cash in transit (i.e., monies being made by Seller), deposits and prepaids;

(h) the right to indemnification for, or claims against third parties relating to Litigation Matters (as defined below), including the indemnification provisions of the September 24, 1996 Agreement with General Electric Global Corporation and any successor agreements thereto, as such provisions relate to acts or omissions of Seller and its Affiliates through Closing;

(b) Section 1.3 of the Asset Purchase Agreement is amended by adding the following:

(k) all trade accounts receivables and lease receivables from U.S. obligors (collectively, the "RETAINED RECEIVABLES").

3. AMENDMENT TO SECTION 2.2. Section 2.2 of the Asset Purchase Agreement is amended and restated in its entirety as follows:

2.2 PAYMENT OF CONSIDERATION. At Closing, Purchaser shall:

(a) pay to Seller and Moore Limited, as provided in Section 2.5 below, Three Million Seven Hundred Thousand Dollars (\$3,700,000) and Sixteen Million Three Hundred Thousand Dollars (\$16,300,000), respectively, for a total

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of Twenty Million Dollars (\$20,000,000) (the cash payment being referred to as the "CASH CONSIDERATION");

(b) deliver to Seller Parent's and Purchaser's convertible promissory note in the original aggregate principal amount of Eighteen Million Seven Hundred Thousand Dollars (\$18,700,000), in the form attached hereto as Exhibit A (the "CONVERTIBLE NOTE"); and

(c) deliver to Seller 198,495 shares of Common Stock, in addition to the 751,505 shares of Common Stock previously delivered to Seller.

Seller shall provide wire transfer instructions to Purchaser not less than twenty-four (24) hours prior to the Closing. All payments hereunder shall be made in U.S. dollars by wire transfer or other immediately available funds, and all currency amounts referred to throughout this Agreement are to U.S. dollars.

4. AMENDMENT TO SECTIONS 2.3 AND 2.4. Sections 2.3 and 2.4 of the Asset Purchase Agreement are hereby deleted.

5. AMENDMENT TO SECTION 2.6. The second sentence of Section 2.6(a) of the Asset Purchase Agreement is amended and restated in its entirety as follows:

Notwithstanding anything contained herein to the contrary, if this Agreement is terminated for any reason, regardless of which party terminates or the ground for such termination, Seller is unconditionally obligated to retain the Signing Payment.

6. AMENDMENT TO SECTION 3.2. Section 3.2 of the Asset Purchase Agreement is amended by adding the following:

(h) promissory note in the aggregate principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000), in substantially the form attached hereto as EXHIBIT A-1 (the "WORKING CAPITAL NOTE") and the related Lock Box Agreement in substantially the form attached hereto as EXHIBIT A-2 (the "Lock Box Agreement").

7. AMENDMENT TO SECTION 3.4. Section 3.4 of the Asset Purchase Agreement is amended by adding the following:

(j) an Employee Leasing Agreement in substantially the form attached hereto as EXHIBIT P.

8. AMENDMENT TO SECTION 6.9. Section 6.9 is amended by adding the following provision at the end thereof:

Further, within thirty (30) days of Closing, Seller shall deliver balance sheets and statements of operations as of and for the periods ended September 30, 1999 and 1998 which, to the knowledge of Seller, shall be prepared on a basis consistent, in all material respects, to the

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June 30, 1999 financial statements previously delivered. Purchaser and Parent shall provide all files and records and shall provide at their cost, all personnel necessary for such preparation.

9. ICA AMENDMENT.

(a) Section 7.7 of the Asset Purchase Agreement is amended to delete the phrase "but in any event not later than ten (10) days after this date" and replace it with the following phrase: "but in any event within the required time frame".

(b) Sections 10.5 and 11.5 of the Asset Purchase Agreement are deleted.

10. AMENDMENT TO SECTION 7.8. Section 7.8(d) of the Asset Purchase Agreement is hereby amended and restated in its entirety as follows:

(d) At Closing, Parent shall deliver to Seller a Secretary's certificate certifying as to the adoption and effectiveness of resolutions of the Board of Directors of Parent electing the Designee and Additional Designee to the Board of Directors.

11. AMENDMENT TO ARTICLE VIII. Article VIII of the Asset Purchase Agreement is amended by adding the following:

Section 7.9 LISTING. Parent has filed or shall file an application with the NASD for listing all shares of common stock acquired hereunder or issuable upon conversion of Convertible Note as soon as required under the NASD rules and use its best efforts for such application to be approved.

12. AMENDMENT TO SECTION 8.2.

(a) Section 8.2(a) of the Asset Purchase Agreement is amended to delete all references to the Additional Note.

(b) Section 8.2(b) of the Asset Purchase Agreement is deleted.

13. AMENDMENT TO ARTICLE VIII. Article 8 of the Asset Purchase Agreement is amended by adding the following:

Section 8.1 RETAINED RECEIVABLES. On April 17, 2000, Parent and Purchaser agree to purchase all of the Retained Receivables which have not been fully collected by Seller for a purchase price of (i) \$7,500,000, less (ii) all amounts (excluding interest, penalties, costs of collection and the like) collected by Seller with respect to the Retained Receivables ("Collections"), plus (iii) all costs of collection incurred by Seller ("Costs"). If all of the Retained Receivables have been fully collected (x) but the Collections, less the Costs, are less than \$7,500,000, Parent and Purchaser shall pay the deficiency to Seller on April 17, 2000, or (y) if the Collections less the Costs are in excess of \$7,500,000, Seller shall pay such excess to Parent.

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14. AMENDMENT TO SECTION 11.7. Section 11.7 of the Asset Purchase Agreement is amended and restated in its entirety as follows:

IBJ Whitehall Bank & Trust Company shall have (i) been paid in full all amounts owing by the Parent and its Affiliate, (ii) delivered evidence thereof to Parent in a form reasonably satisfactory to Seller, and (iii) released its security interest in all assets of Parent and its Affiliates, in a form reasonably satisfactory to Seller.

15. AMENDMENTS TO SECTIONS 3.1 AND 13.1.

(a) Section 3.1 and Sections 13.1(b) and (c) of the Asset Purchase Agreement are amended by replacing the date contained therein with December 17, 1999.

(b) Section 13.1(d) and the last paragraph of Section 13.1 are deleted in their entirety.

16. AMENDMENT TO SECTION 14.6. Section 14.6 of the Asset Purchase Agreement is hereby amended and restated in its entirety as follows:

Section 14.6 ENTIRE AGREEMENT. This Agreement and the documents referred to herein, the Confidentiality Agreement and the Amendment to this Agreement dated December 17, 1999 contain the entire agreement and understanding between the parties with respect to the transactions contemplated hereby and supercede all other agreements, understandings and undertakings among the parties on the subject matter hereof.

17. AMENDMENT TO SECTION 14.13. Section 14.13 of the Asset Purchase Agreement is amended and restated in its entirety as follows:

Section 14.13 JOINT AND SEVERAL OBLIGATIONS AND GUARANTY. (a) Even if not expressly stated in the particular instance, each of Parent and Purchaser are jointly and severally liable for all of the obligations of the other and their Affiliates provided for or referred to herein, including any and all agreements contemplated hereby, delivered on or prior to the Closing Date or subsequent to the Closing Date and related to the transactions contemplated hereby, and any amendments thereto (the "TRANSACTION AGREEMENTS").

(b) In addition, Purchaser unconditionally and irrevocably guarantees to Seller the due and punctual fulfillment of any and all obligations of its Affiliates under the Transaction Agreements. This is a continuing guaranty of performance and payment (and not merely a guaranty of collection), and Purchaser undertakes to perform all obligations under the Transaction Agreements, regardless of whether or not Seller, or anyone on behalf of Seller shall have instituted any suit, action or proceeding or exhausted its remedies or taken any steps to collect any amount or enforce any right, at law or in equity. Purchaser hereby unconditionally: (i) waives any requirement that Seller, in the event of any default by an Affiliate, first makes demand

upon, or seeks to enforce remedies against the Affiliate before demanding payment or other performance under or seeking to enforce this guaranty; (ii) covenants that this guaranty shall not be discharged except by the performance of all obligations due under the Transaction Agreements; and (iii) waives diligence, presentment and protest with respect to, and any

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notice of default in the payment of any amount or performance of any obligation at any time due under the Transaction Agreements.

18. NO OTHER AMENDMENT; CONFIRMATION. Except as expressly amended, modified and supplemented hereby, the provisions of the Asset Purchase Agreement are and shall remain in full force and effect.

19. COUNTERPARTS. This amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. GOVERNING LAW. This amendment shall be interpreted in accordance with the substantive laws of the State of Hawaii, applicable to contracts made and to be performed wholly within said state.

21. DEFINITIONS. All vital and material terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

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

MOORE NORTH AMERICA, INC.

By: _____
Its: _____

VISTA INFORMATION SOLUTIONS, INC.

By: _____
Its: _____

VISTA DMS, INC.

By: _____

Its: _____

SAMPLE