
SECURITIES AND EXCHANGE COMMISSION WASHINGTON, D.C. 20549

SCHEDULE 13D (Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO RULE 13d-2(a)

(AMENDMENT NO. 9)

SAVVIS, INC. (Name of Issuer)

COMMON STOCK, PAR VALUE \$.01 PER SHARE (Title of class of securities)

805423 10 0 (CUSIP number)

NANCY C. GARDNER, ESQ. REUTERS AMERICA LLC. GENERAL COUNSEL THE REUTERS BUILDING 3 TIMES SQUARE NEW YORK, NEW YORK 10036 (646) 223-4203

(Name, address and telephone number of person authorized to receive notices and communications)

JUNE 3, 2005

(Date of event which requires filing of this statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box [].

> Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

> > (Continued on following pages)

(Page 1 of 7 Pages)

SIP No. 805423 10 0		13D		Page 2 of 7			
1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON		REUTERS GROUP PLC IRS NO.				
2	CHECK THE APPROPRIATE BOX	IF A MEMBER OF A GROUP:		(a) [X] (b) []			
3	SEC USE ONLY						
4	SOURCE OF FUNDS:		Not Applical	Not Applicable RSUANT TO ITEM 2(d) OR 2(e): []			
5	CHECK BOX IF DISCLOSURE OF	LEGAL PROCEEDINGS IS REQUIRE	D PURSUANT TO ITEM 2(d) OR 2(e):	[]			
6	CITIZENSHIP OR PLACE OF OR	RGANIZATION:	England and Wales				
NUMBER OF SHARES ENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER:		0			
	8	SHARED VOTING POWER:		0			
	9	SOLE DISPOSITIVE POWER:		0			
	10	SHARED DISPOSITIVE POWER:		0			
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON:						

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 0%
(see Item 5)

14 TYPE OF REPORTING PERSON: HC; CO

2

CUSIP No. 805423 10 0		13D			
1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON		REUTERS S.A. IRS NO.		
2	CHECK THE APPROPRIATE BOX	IF A MEMBER OF A GROUP:		(a) [X] (b) []	
3	SEC USE ONLY				
4	SOURCE OF FUNDS: WC				
5	CHECK BOX IF DISCLOSURE OF	F LEGAL PROCEEDINGS IS REQUIRE	D PURSUANT TO ITEM 2(d) OR 2(e):	[]	
6	CITIZENSHIP OR PLACE OF ORGANIZATION:				
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER:		0	
	8	SHARED VOTING POWER:		0	
	9	SOLE DISPOSITIVE POWER:		0	
	10	SHARED DISPOSITIVE POWER:		0	
11	AGGREGATE AMOUNT BENEFICIA	0			
12	CHECK BOX IF THE AGGREGATE	[]			
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):			0% (see Item 5)	
14	TYPE OF REPORTING PERSON:		 CO		

This Amendment No. 9 amends the Schedule 13D dated May 14, 2001, as amended, filed by Reuters Group PLC ("RGPLC") and Reuters S.A., a Swiss corporation that is a subsidiary of RGPLC and the successor by merger to Reuters Holdings Switzerland S.A. ("RSA" and, together with RGPLC, the "Reporting Persons"), with respect to the common stock, par value \$.01 per share ("Common Stock"), of SAVVIS, Inc. ("SAVVIS").

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5 is hereby amended and supplemented as follows:

(a) The responses of the Reporting Persons to Rows (11) through (13) of the cover pages of this Amendment No. 9 are incorporated herein by reference.

None of the Reporting Persons beneficially owns, and, to the best of their knowledge, none of their directors or executive officers beneficially owns, any shares of Common Stock.

- (b) The responses of the Reporting Persons to (i) Rows (7) through (10) of the cover pages of this Amendment No. 9 and (ii) Item $5\,\text{(a)}$ hereof are incorporated herein by reference.
- (c) On June 3, 2005, subsidiaries of RGPLC acquired substantially all the businesses and operations of Moneyline Telerate Holdings, Inc., a Delaware corporation ("MTH"), for purchase consideration consisting of \$145 million in cash, subject to adjustment, and 40,870 shares of Series A Convertible Preferred Stock of SAVVIS (the "Preferred Stock") previously owned by RSA.
 - (d) Not applicable.
- (f) On June 3, 2005, the Reporting Persons ceased to be the beneficial owners of more than five percent of the Common Stock.
- ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

Item 6 is hereby amended and supplemented as follows:

The 40,870 shares of Preferred Stock were transferred to MTH pursuant to a Stock and Asset Purchase Agreement, dated as of December 20, 2004, as amended, by and among Reuters Limited, RSA, MTH, the subsidiaries of MTH named therein and One Equity Partners LLC (the "Purchase Agreement"). In connection therewith, 21,239 shares of Preferred Stock were delivered into escrow pursuant to an Escrow Agreement, dated as of June 3, 2005 (the "Escrow Agreement"), to fund certain potential post-closing liabilities of MTH and its affiliates to the RGPLC affiliates party to the Purchase Agreement. The Purchase Agreement and the Escrow Agreement are filed as Exhibits hereto.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

- Exhibit 22. Stock and Asset Purchase Agreement, dated as of December 20, 2004 (the "Purchase Agreement"), by and among Reuters Limited, Reuters S.A., Moneyline Telerate Holdings, Inc., the subsidiaries of Moneyline Telerate Holdings, Inc. named therein and One Equity Partners LLC (incorporated by reference to Exhibit 4.13 of Reuters Group PLC's Annual Report on Form 20-F, filed on March 9, 2005, File No. 333-08354).
- Exhibit 23. Amendment No. 1 to the Purchase Agreement, dated as of May 20, 2005.
- Exhibit 24. Amendment No. 2 to the Purchase Agreement, dated as of June 3, 2005.
- Exhibit 25. Escrow Agreement, dated as of June 3, 2005, by and among Moneyline Telerate Holdings, Inc., Reuters Limited, and The Bank of New York.
- Exhibit 26. Power of Attorney, dated March 15, 2004, by Reuters Group PLC.
- Exhibit 27. Power of Attorney, dated May 27, 2005, by Reuters S.A.

SIGNATURES

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

Date: June 7, 2005

REUTERS GROUP PLC

By: /s/ Stephen Lehman

Name: Stephen Lehman Title: Attorney-in-Fact

REUTERS S.A.

By: /s/ Stephen Lehman

Name: Stephen Lehman Title: Attorney-in-Fact

EXHIBIT INDEX

Exhibit 22.	Stock and Asset Purchase Agreement, dated as of December 20,
	2004 (the "Purchase Agreement"), by and among Reuters Limited,
	Reuters S.A., Moneyline Telerate Holdings, Inc., the
	subsidiaries of Moneyline Telerate Holdings, Inc. named therein
	and One Equity Partners LLC (incorporated by reference to
	Exhibit 4.13 of Reuters Group PLC's Annual Report on Form 20-F,
	filed on March 9, 2005, File No. 333-08354).

- Exhibit 23. Amendment No. 1 to the Purchase Agreement, dated as of May 20, 2005.
- Exhibit 24. Amendment No. 2 to the Purchase Agreement, dated as of June 3, 2005.
- Exhibit 25. Escrow Agreement, dated as of June 3, 2005, by and among Moneyline Telerate Holdings, Inc., Reuters Limited, and The Bank of New York.
- Exhibit 26. Power of Attorney, dated as of March 15, 2004, by Reuters Group PLC.
- Exhibit 27. Power of Attorney, dated as of May 27, 2005, by Reuters S.A.

Exhibit 23

EXECUTION COPY

AMENDMENT NO. 1

TO

STOCK AND ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 to Stock and Asset Purchase Agreement (this "Amendment") is entered into as of this 20th day of May, 2005, by and among MONEYLINE TELERATE HOLDINGS, INC., a Delaware corporation ("MTH"), REUTERS LIMITED, a corporation organized under the laws of England and Wales ("Limited"), REUTERS S.A., a corporation organized under the laws of Switzerland ("RSA"; Limited and RSA being referred to collectively as "Reuters").

WITNESSETH:

WHEREAS, MTH, Limited and RSA and certain other parties have previously entered into that certain Stock and Asset Purchase Agreement by and among them dated December 20, 2004 (the "Purchase Agreement");

WHEREAS, pursuant to Section 10.9 of the Purchase Agreement, such Purchase Agreement may be amended by a written instrument signed on behalf of MTH and Reuters; and

WHEREAS, MTH and Reuters wish to amend the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meaning given to them in the Purchase Agreement.

SECTION 2. Amendments to Purchase Agreement. The Purchase Agreement, including the Exhibits thereto, and the Sellers' Disclosure Schedules are hereby amended as of the date hereof as follows:

- (a) Section 1.1 of the Purchase Agreement is hereby amended to add the following definition:
 - ""Hyperfeed License Agreement" means the Trading Room System Software License Agreement, dated May 20, 2005, by and among Limited, MTH and Hyperfeed Technologies, Inc."
- (b) The definition of "Ancillary Agreements" contained in Section 1.1 of the Purchase Agreement is hereby amended and restated in its entirety to state as follows:
 - ""Ancillary Agreements" means the Escrow Agreement, the Blanket Assignment of Leases, any Local Assignment of Leases, the Intellectual Property Assignments, the Bill of Sale, Assignment and Assumption Agreements, the Hyperfeed License Agreement and any and
 - all other agreements to be executed by the Sellers and the Purchasers or, as applicable, their respective Affiliates in connection with consummating the transactions contemplated by this Agreement."

"The representations and warranties made by MTH in the Hyperfeed License Agreement are true and correct in all respects."

(d) Section 3.16(b) of the Sellers' Disclosure Schedule is hereby amended to add the following item:

"The Hyperfeed License Agreement"

(e) A new Section 6.30 is added to state as follows:

"Section 6.30 Intellectual Property Matters. MTH and Reuters agree that:

6.30.1 MTH shall promptly commence all necessary work under the project plan attached hereto as Exhibit A (the "Active8 Project Plan") to create the Licensee Desktop as specified in the Hyperfeed License Agreement, including modifing Version 2.11 of the Telerate Active8 software to (i) remove any remote upgrade functionality ("Upgrade Removal"), (ii) work only with MTH's TRS Platform (the "TRS Platform") and (iii) remove all references to the term "Active8" or any other Mark or any term similarly confusing thereto; provided that each of Reuters and MTH shall bear fifty percent of all out-of-pocket costs and expenses reasonably documented by invoices, receipts or other evidence that: (i) are incurred in connection with implementing the Active8 Project Plan (including all agreed upon modifications thereto) and (ii) are not the responsibility of Hyperfeed Technologies, Inc. pursuant to the terms of the Hyperfeed License Agreement.

MTH shall notify Reuters, on a weekly basis or more frequently as Reuters may reasonably request, of the progress under the Active8 Project Plan and Reuters shall have the right to perform such inspections or other reviews during normal business hours as it may reasonably request, upon reasonable advance notice to MTH, in order to verify the progress under the Active8 Project Plan.

6.30.2 (a) Pursuant to the project plan attached hereto as Exhibit B (the "TRS Project Plan"), MTH will use its commercially reasonable efforts to deliver to Reuters, as promptly as practicable, (i) a reasonably detailed written description of the required

environment (including, without limitation, hardware, third party and software) necessary to create the object code for the TRS Software as set forth on the Schedule A of the Hyperfeed License Agreement (as may be modified pursuant to this paragraph, the "Hyperfeed TRS Software") and (ii) the collection of files (including, without limitation, source code, configuration and scripts) comprising the Hyperfeed TRS Software, including any modifications necessary to ensure that the Hyperfeed TRS Software (excluding feedhandlers) works only with the TRS Platform.

(b) MTH shall notify Reuters, on a weekly basis or more frequently as Reuters may reasonably request, of the progress being made under the TRS Project Plan. Where possible, Reuters will be provided with copies of the Hyperfeed Software materials identified in 6.30.2(a)(ii) during the modification process such that Reuters may perform validation work. Any review of the Hyperfeed TRS Software by Reuters will take place at a Reuters location and only on a stand-alone machine(s) not connected to any Reuters network of systems

6.30.3 The Hyperfeed TRS Software and any other information or software delivered to Reuters under this Section 6.30 will be used only by Reuters and its employees for the limited purposes described in this Section 6.30 and will be returned or destroyed at the election of MTH upon any termination of this Agreement. The parties agree that each of Reuters and MTH shall bear fifty percent of all out-of-pocket costs and expenses reasonably documented by invoices, receipts or other evidence that: (i) are incurred in connection with implementing the TRS Project Plan, including making any modifications to the Hyperfeed TRS Software in accordance herewith and performing all testing of the Hyperfeed TRS Software and (ii) are not the responsibility of Hyperfeed Technologies, Inc. pursuant to the terms of the Hyperfeed License Agreement.

(f) A new Section 7.2.9 is added to state as follows:

"Prior to the Closing, MTH shall have delivered the Hyperfeed TRS Software to Reuters complying with the requirements of the Hyperfeed License Agreement and Reuters shall have had a reasonable opportunity, but at least one week, to confirm the same."

(g) A new Section 7.2.10 is added to state as follows:

"Prior to the Closing, either (i) the Licensee Desktop shall have been created or (ii) the Upgrade Removal shall have been completed and in view of the progress on the Active8 Project Plan to date, all remaining work on the Active8 Project Plan and to create the Licensee Desktop in conformance with the terms of the Hyperfeed License Agreement shall be reasonably expected to be accomplished within four

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weeks of the Closing Date, and in either case Reuters shall have had a reasonable opportunity to confirm the same."

(h) Section 9.1.3 of the Purchase Agreement is hereby amended by adding the following at the end of such section:

- "; (i) fifty percent of any Liabilities consisting of out-of-pocket costs and expenses reasonably documented by invoices, receipts or other evidence that are incurred by Reuters subsequent to the Closing Date to create the Licensee Desktop which are not the responsibility of Hyperfeed Technologies, Inc. pursuant to the terms of the Hyperfeed License Agreement; and (j) fifty percent of all fees, costs and expenses of or relating to the "Monitoring Trustee" under and as defined in the Commitments Letter, dated 20 May 2005 (the "Commitments Letter"), from Reuters Limited and Moneyline Telerate Holdings, Inc. to the European Commission (such fees, costs and expenses, the "Monitoring Trustee Fees"), to the extent such Monitoring Trustee Fees are incurred on or before the thirty (30) month anniversary of the Closing Date and exceed \$500,000 up to a maximum of \$2,000,000 (for the avoidance of doubt, the Sellers' maximum indemnification obligation under this clause (j) shall be \$750,000)."
- (i) The first sentence of Section 9.1.6 of the Purchase Agreement is hereby amended and restated in its entirety to state as follows:

"The Sellers' indemnification obligations contained in clause (a) of Section 9.1.3, other than for a breach of a representation or warranty contained in Sections 3.1, 3.2.1, 3.2.3, 3.3, 3.14 and 3.15.5 (collectively, the "Sellers' Unlimited Warranties"), shall not apply to any claim for Damages until the aggregate amount of all Claims under clause (a) of Section 9.1.3 totals \$2,000,000 (the "Basket Amount"), in which event the Sellers' indemnification obligations contained in clause (a) of Section 9.1.3 shall only apply to the amount of such Damages in excess of the Basket Amount, subject to a maximum liability to Purchasers and the Indemnified Parties for aggregate Damages equal to the Cap Amount; provided, that the Sellers' indemnification obligations contained in clause (a) of Section 9.1.3 for a breach of a representation or warranty contained in Sections 3.4.2 and 3.16 (in either case, solely with respect to the Hyperfeed License Agreement) shall not be subject to the Basket Amount limitations set forth in the foregoing sentence of this Section 9.1.6, but shall be subject to a maximum liability to Purchasers and the Indemnified Parties for aggregate Damages equal to the Cap Amount.'

(j) A new Section 9.1.10 is added to state as follows:

"It is hereby agreed that Reuters shall be entitled to submit a Claim Notice (as defined in the Escrow Agreement) in accordance with the provisions of the Escrow Agreement on the second anniversary of the Closing Date (the "Second Anniversary Date") in respect of Monitoring Trustee Fees that may be incurred following the Second Anniversary Date in an amount (the "Monitoring Trustee Claim Amount") equal up to, at Reuters discretion, \$750,000 less the aggregate amount of Monitoring Trustee Fees previously paid by MTH in the event that the Monitoring Trustee shall not have ceased to act as Monitoring Trustee pursuant to the Commitments Letter on or prior to the Second Anniversary Date; provided, that MTH and Limited agree to deliver joint written instructions to the Escrow Agent promptly after the thirty (30) month anniversary of the Closing Date to disburse to MTH an amount equal to the remainder of the Monitoring Trustee Claim Amount after payment of the portion of all Monitoring Trustee Fees incurred on or before the thirty (30) month anniversary of the Closing Date for which MTH is responsible."

 $\mbox{(k)}$ Section (f) of Exhibit X of the Purchase Agreement is hereby amended and restated in its entirety to state as follows:

"(f) any and all Liabilities related to any of the matters set forth on Section 3.13.1 of the Sellers' Disclosure Schedule, except with respect to Liabilities arising out of the Real Property Lease located at 7-9 Harrison Street, New York, NY in an amount up to and including \$750,000 in the aggregate;"

SECTION 3. No Implied Amendments. Except as herein provided, the Purchase Agreement shall remain in full force and effect and is ratified in all respects. On and after the effectiveness of this Amendment, each reference in the Purchase Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Purchase Agreement in any other agreements, documents or instruments executed and delivered pursuant to the Purchase Agreement, including without limitation, the Ancillary Agreements, shall mean and be a reference to the Purchase Agreement, as amended by this Amendment.

SECTION 4. Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures Follow]

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

MONEYLINE TELERATE HOLDINGS, INC., for itself and on behalf of the other Sellers

By: /s/ Bernard F. Battista

Name: Bernard F. Battista

Title: President

REUTERS LIMITED

By: /s/ Stephen Lehman

Name: Stephen Lehman Title: Attorney-in-Fact

REUTERS S.A.

By: /s/ Stephen Lehman

Name: Stephen Lehman Title: Attorney-in-Fact

SIGNATURE PAGE TO AMENDMENT NO. 1 TO THE SHARE AND ASSET PURCHASE AGREEMENT

TELERATE EXHIBIT B

"TRS SOLARIS CODE RELEASE" SCHEDULE

DESCRIPTION	DATE
PROJECT PLAN SIGNOFF	
TASKS	
Update build docs to incorporate feedback/details from escrow verification	COMPLETED
Re-run testing on clean trstest and mcttest boxes	Fri 20 May
TRS Beta build	Tue 24 May
Final update and packaging of CDs and docs	Fri 27 May

20 May 2005 Confidential

EXECUTION COPY

AMENDMENT NO. 2

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STOCK AND ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 2 to the Stock and Asset Purchase Agreement (this "Amendment") is entered into as of this 3rd day of June, 2005, by and among MONEYLINE TELERATE HOLDINGS, INC., a Delaware corporation ("MTH"), REUTERS LIMITED, a corporation organized under the laws of England and Wales ("Limited"), REUTERS S.A., a corporation organized under the laws of Switzerland ("RSA"; Limited and RSA being referred to collectively as "Reuters").

WITNESSETH:

WHEREAS, MTH, Reuters and certain other parties have previously entered into that certain Stock and Asset Purchase Agreement by and among them dated December 20, 2004, as amended (the "Purchase Agreement");

WHEREAS, pursuant to Section 10.9 of the Purchase Agreement, the Purchase Agreement may be amended by a written instrument signed on behalf of MTH and Reuters; and

WHEREAS, MTH and Reuters wish to amend the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meaning given to them in the Purchase Agreement.

SECTION 2. Amendments to Purchase Agreement. The Purchase Agreement, including the Exhibits and Schedules thereto, is hereby amended as of the date hereof as follows:

- (a) Section 1.1 is hereby amended to add the following definition:
 - ""Calculation Date" means June 1, 2005."
- (b) Section 1.1 is hereby amended to add the following definition:
 - ""Closing Balance Sheet Date" means May 31, 2005."
- (c) The definition of "Escrow Amount" contained in Section 1.1 of the Purchase Agreement is hereby amended and restated in its entirety to state as follows:
 - ""Escrow Amount" means (i) an amount in cash equal to \$30,000,000, (ii) the Disputed WC Escrow Amount, if any, (iii) the Retention Bonuses Escrow Amount, and (iv) one or more stock certificates, together with stock powers executed in blank, representing the SAVVIS Escrow Shares."
- (d) The definition of "SAVVIS Escrow Shares" contained in Section 1.1 of the Purchase Agreement is hereby amended and restated in its entirety to state as follows:
 - ""SAVVIS Escrow Shares" means such number of shares of SAVVIS Stock as shall have an aggregate SAVVIS Stock Fair Market Value on the Calculation Date of \$15,000,000."
- (e) Section 9.8 and the definition of "SAVVIS Stock" contained in Section 1.1 are each hereby amended to substitute the phrase "Series A Convertible Preferred Stock" for each occurrence of the phrase "Series A Convertible Redeemable Preferred Stock" in such Section and definition.
- $\mbox{\ \ }$ (f) Section 2.3.16 is hereby amended and restated in its entirety to state as follows:
 - 2.3.16 Reuters shall deliver to OEP the Letter of Credit, together with a certificate executed by a Director of Limited and addressed to OEP and JP Morgan Chase Bank, N.A., dated the Closing Date, certifying that no request for a draw under the Letter of Credit was made and requesting immediate termination of the Letter of Credit.
- (g) Section 2.5.1 is hereby amended and restated in its entirety to state as follows:
 - "2.5.1 No later than one hundred twenty (120) days after the Closing Date (subject to the Sellers providing the access described below), Reuters shall cause to be prepared and delivered to MTH, an unaudited consolidated balance sheet of the Business as of the close of business on the Closing Balance Sheet Date (the "Closing Balance Sheet") and the Closing Statement (as defined below) setting forth Reuters' calculation of Closing Working Capital derived from the Closing Balance Sheet and prepared in accordance with Exhibit XI. The closing statement (the "Closing Statement") shall present the Net Working Capital as of the close of business on the Closing Balance Sheet Date ("Closing Working Capital") as derived from the Closing Balance Sheet, and the Closing Statement shall have been audited in accordance with auditing standards generally accepted in the United States and in accordance with the accounting principles set forth on Exhibit XI (the "Agreed Principles") by a nationally recognized

independent accounting firm experienced in audit projects. "Net Working Capital" means those consolidated current assets of the Business, reduced by those consolidated current liabilities of the Business, in each case as determined in accordance with the Agreed Principles. The preparation of the Closing Balance Sheet and the

Closing Statement shall be for the sole purpose of determining Net Working Capital as of the close of business on the date immediately prior to the Calculation Date. Attached hereto as Exhibit XI is a schedule intended to show an illustrative calculation of Net Working Capital after giving effect to the adjustments required in the Agreed Principles ("Reference Statement"). Following the Closing, the Sellers shall give Reuters and its independent auditors sufficient access to their books, records and personnel to allow them to prepare and audit the Closing Balance Sheet and the Closing Statement of Closing Working Capital. The Sellers and the Sellers' accountants shall (subject to execution by the Sellers and the Sellers' accountants of such documents as reasonably requested by such accountants) have sufficient access to Reuters' personnel and Reuters' accountants and to examine the work papers, schedules and other documents prepared or reviewed by Reuters' accountants in connection with the preparation of their report on the Closing Statement of Closing Working Capital and Reuters' personnel and Reuters' accountants shall cooperate with Sellers in connection therewith. Any disputes with respect to the Net Working Capital calculation shall be resolved as set forth in Section 2.5.3.2.

(h) A new Section 6.31 is added to state as follows:

"Section 6.31 Restriction on Distributions. Without limiting the obligations of the Sellers under Section 6.3, between the close of business the date immediately prior to on the Calculation Date and the Closing, the Sellers shall not make or cause to be made any payment or distribution of any nature whatsoever from the Purchased Subsidiaries to the Sellers or from the Sellers to any Affiliates of the Sellers, other than distributions of any Excluded Assets and distributions expressly contemplated to be made pursuant to Sections 2.3.2 and 2.3.3, and as set forth on Schedule F."

(i) A new Section 6.32 is added to state as follows:

"Section 6.32 Retention Bonuses Escrow Amount. MTH and Reuters agree that:

6.32.1 An amount equal to \$9,522,385, representing the sum of (a) estimates of the aggregate maximum amount of retention bonuses to which the Business Employees specified by MTH to Reuters in writing prior to the Closing Date may be entitled after the Closing pursuant to the Moneyline Telerate Retention Bonus Plan (the "MTH Retention Plan"), based upon the retention bonus amounts awarded to such Business Employees by MTH as specified by MTH to Reuters in writing prior to the Closing Date, plus (b) estimates of the aggregate amount of all Taxes payable thereon by Reuters or any of their Subsidiaries including the Purchased Subsidiaries, shall be

delivered by the Purchasers to the Escrow Agent in cash at the Closing (the "Retention Bonuses Escrow Amount").

6.32.2 Upon or as soon as practicable after the thirty (30) day anniversary of the Closing Date, Reuters shall confirm to MTH the aggregate amount of retention bonuses paid to those Business Employees specified by MTH to Reuters in writing prior to the Closing Date who have satisfied the conditions under the MTH Retention Plan for payment of the retention bonus amounts awarded to such Business Employees by MTH as specified by MTH to Reuters in writing prior to the Closing Date, together with the aggregate amount of all Taxes payable thereon by Reuters or any of their Subsidiaries including the Purchased Subsidiaries (the "MTH Retention Payments"), and MTH and Limited shall deliver joint written instructions to the Escrow Agent (a) to disburse to or as directed by Limited an amount equal to the MTH Retention Payments from the Retention Bonuses Escrow Amount, and (b) to disburse to MTH an amount equal to the remainder, if any, of the Retention Bonuses Escrow Amount after deducting the payments under clause (a) of this Section 6.32.2."

(j) A new Section 6.33 is added to state as follows:

"Section 6.33 Post-Closing Obligations Relating to Trademark Chain of Title and Domain Names. Following the Closing, the Sellers agree to take the following measures: (a) to complete the recordations and/or registrations necessary to reflect a clear and unbroken chain of title from the original applicants to the Sellers of the TELERATE Marks, (i) in connection with recordation and/or registration documentation already provided by the Sellers to their local trademark agents but not yet filed, instructing their local trademark agents to accept instructions from the Purchasers in completing such filing at the Sellers' expense, (ii) in connection with recordation and/or registration documentation collected and prepared by the Sellers but not yet provided to their local trademark agents for filing, providing the Purchasers with such documentation for the Purchasers' local trademark agents to file, and (iii) using commercially reasonable efforts to provide the Purchasers with powers of attorney for all current and former Affiliates of the Sellers that are in the chain of title to such TELERATE Marks whose ownership interest has not yet been recorded; and (b) to use their commercially reasonable efforts to undertake and complete the transfer procedure of the Sellers' domain names, whether online or otherwise, as required by the relevant domain name registrars, and provide the Purchasers with any and all related user names and passwords for the relevant domain name accounts such that the Purchasers will have direct access to such accounts."

- (k) A new Section 6.34 is added to state as follows:
- "Section 6.34. Exchange Fee Accruals. It is agreed by the parties that the exchange fee accruals of \$3,700,000, reduced by cash payments made or agreed settlement amounts set forth in reasonable binding documentation entered into from October 31, 2004 through the close of business on the Closing Balance Sheet Date in an aggregate amount of \$1,300,000, are deemed adequate as of the Closing Balance Sheet Date, and such reduced accruals will not be disputed in the determination of Final Working Capital pursuant to Section 2.5."
- (1) Clause (e) of Section 9.1.3 is hereby amended in its entirety to state as follows:
 - "(e) any Liabilities in respect of fees or payments owed by the Business Entities to Data Providers in excess of \$3,700,000 in the aggregate for content provided to the Business prior to the date hereof which are determined to be due pursuant to audit or similar procedures; provided, that any such amounts are payable in respect of Liabilities of the Business Entities incurred prior to the Closing;"
- - "; and (k) any claims against Reuters and its Affiliates (including the Purchased Subsidiaries) in respect of the MTH Retention Plan."
- (n) Sections 9.1.6, 9.1.7, 9.1.9 and 9.8 are each hereby amended to substitute the phrase "SAVVIS Stock Fair Market Value as of the Calculation Date" for each occurrence of the phrase "SAVVIS Stock Fair Market Value as of the Closing Date" or "SAVVIS Stock Fair Market Value on the Closing Date" in such Sections.
- (o) Exhibit X of the Purchase Agreement is hereby amended by adding the following at the end of such Exhibit:
 - "(1) any and all obligations, expenses or exposures with respect to termination of employees in France by the Business Entities or in which the Business Entities were involved prior to the Closing."
- (p) Exhibit XI of the Purchase Agreement is hereby amended and restated in its entirety as set forth in Annex A hereto.
- (q) A new Schedule F "Sellers' Closing Plan of Action", attached hereto as Annex B, is hereby added to the Schedules annexed to the Purchase Agreement.

SECTION 3. No Implied Amendments. Except as herein provided, the Purchase Agreement shall remain in full force and effect and is ratified in all respects. On and after the effectiveness of this Amendment, each reference in the Purchase Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Purchase Agreement in any other agreements, documents or instruments executed and delivered pursuant to the Purchase Agreement, including without limitation, the Ancillary Agreements, shall mean and be a reference to the Purchase Agreement, as amended by this Amendment.

SECTION 4. Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures Follow]

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

MONEYLINE TELERATE HOLDINGS, INC., for itself and on behalf of the other Sellers

By: /s/ Bernard F. Battista

Name: Bernard F. Battista

Title: President

REUTERS LIMITED

By: /s/ Eric Lint

Name: Eric Lint

Title: Attorney-in-Fact

REUTERS S.A.

By: /s/ Eric Lint

Name: Eric Lint Title: Attorney-in-Fact

SIGNATURE PAGE TO AMENDMENT NO. 2 TO THE SHARE AND ASSET PURCHASE AGREEMENT

EXHIBIT XI

AGREED PRINCIPLES

The Closing Balance Sheet and the Closing Statement of Closing Working Capital shall: (a) each be prepared (i) in accordance with GAAP applied in a manner consistent with the preparation of the Balance Sheet and (ii) using the same accounting methods, policies, practices and procedures, with consistent classifications, judgments and estimation methodology, as were used in the preparation of the Financial Statements to the extent the same were in accordance with GAAP, as such principles, accounting methods, policies, practices, procedures, classifications, judgments and estimation methodology are modified by the Agreed Principles; and (b) in the case of the Closing Statement of Closing Working Capital, fairly present, in all material respects, the consolidated working capital position of the Business, excluding the Excluded Assets and Excluded Liabilities, as of the close of business on the Closing Balance Sheet Date without giving effect to any purchase accounting adjustments arising from the sales of Transferred Assets and Purchased Subsidiaries as contemplated by the Agreement. Notwithstanding any provision of this Exhibit XI or the Agreement to the contrary, the Agreed Principles shall govern in the event and to the extent the Agreed Principles are in conflict with GAAP or the accounting methods, policies, practices, procedures, classifications, judgments and estimation methodology used in the preparation of the Financial Statements. The Reference Statement represents solely a good faith attempt by the parties to illustrate a calculation of Net Working Capital as of the date of such statement as if it were the close of business on the Closing Balance Sheet Date on the basis set forth herein and is intended as an aid in interpreting these Agreed Principles (including especially as to the general categories of items specifically enumerated as included) but shall not be binding, and shall not be deemed to modify in any respect the Agreed Principles, GAAP and the accounting methods, policies, practices, procedures, classifications, judgments and estimation methodology used in the preparation of the Financial Statements.

Notwithstanding any provision of the Agreement to the contrary (except as provided in Section c below), the parties hereto agree and acknowledge that the Closing Balance Sheet and the Closing Statement of Closing Working Capital shall not reflect any Tax assets or Tax liabilities (to the extent a Seller or its Affiliate has indemnified or is obligated to indemnify the Purchasers or their Affiliates therefor), in each case, whether current, deferred or otherwise.

The following accounting policies apply to the determination of Closing Working Capital.

A. TRADE AND DISTRIBUTOR RECEIVABLE RESERVE

The trade and distributor accounts receivable reserve shall equal the sum of (i) specific gross trade and distributor accounts receivable identified as being uncollectible and (ii) the remaining gross trade and distributor accounts receivable greater than 180 days past due and 50% of the remaining gross trade and distributor accounts receivable greater than 90 days past due but less than 180 days past due. For the avoidance of doubt, all reserves for trade and distributor receivables shall be reflected on a gross basis with respect to value added taxes, goods and services taxes, and similar taxes.

B. EXCLUDED ASSETS

All Excluded Assets shall be excluded from the Closing Statement of Closing Working Capital.

C. EXCLUDED LIABILITIES

All Excluded Liabilities shall be excluded from the Closing Statement of Closing Working Capital with the exception of sales tax accrued and unpaid at the close of business on the Closing Balance Sheet Date for the Purchased Subsidiaries.

D. LEASE ACCRUAL

The current liability for the lease termination accrual shall only include the amounts due within the succeeding twelve months.

E. ACCRUED VACATION

Closing Working Capital shall include an accrual for unused vacation (based on actual time accrued by each individual Transferred Employee) in accordance with the Business Entities' HR policy.

F. BONUSES

Closing Working Capital shall include liabilities for employee bonuses based upon the Business Entities' existing plans and practices, and individual contracts, in each case, as such plans, practices and contracts relate only to Transferred Employees, to the extent the Purchased Subsidiaries, the Purchasers or any Affiliate thereof has liability therefor. For purposes of the computation of Closing Working Capital, the discretionary portion of the bonus accrual set forth on the Reference Statement shall only be reduced for cash payments or agreed settlement amounts set forth in reasonable binding documentation prior to the close of business on the date immediately prior to the Calculation Date.

G. COMMISSIONS

Closing Working Capital shall include an accrual for commissions (based upon actual amounts payable to employees) in accordance with the Business Entities' commission plan. For purposes of the computation of Closing Working Capital, the commission accrual set forth on the Reference Statement shall only be reduced for cash payments or agreed settlement amounts set forth in reasonable binding documentation prior to the close of business on the date immediately prior to the Calculation Date.

H. DATA FEES AND COMMUNICATION ACCRUALS

The accruals for the obligations to pay fees or other amounts to data providers, SAVVIS or other network, field service or communication providers shall provide for (i) all outstanding and unpaid invoices for periods up to the close of business on the Closing Balance Sheet Date and, if the latest period invoiced for each such provider ends before the close of business on the date immediately prior to the Calculation Date, an estimate from the end of such period through

the close of business on the Closing Balance Sheet Date and (ii) an estimate of the fees due to data providers, SAVVIS or other network, field service or communication providers, which were not invoiced prior to the close of business on the date immediately prior to the Calculation Date. For purposes of the computation of Closing Working Capital, the data fees (including the exchange fee audits) and communication accruals set forth on the Reference Statement shall only be reduced for cash payments or agreed settlement amounts set forth in reasonable binding documentation prior to the close of business on the date immediately prior to the Calculation Date.

I. TRANSITION SERVICES AGREEMENT ASSETS AND LIABILITIES

Current assets and current liabilities related to the Transition Services Agreement included in the Closing Statement of Closing Working Capital shall be limited to amounts invoiced, but unpaid, with respect to periods up until the close of business on the date immediately prior to the Calculation Date, including invoices, with respect to the period ending on the close of business on the date immediately prior to the Calculation Date, to be issued after the close of business on the Closing Balance Sheet Date but prior to the delivery by the Purchasers of the Closing Statement of Closing Working Capital pursuant to Section 2.5.1. Moneyline Deferred Amounts and Reuters Deferred Amounts under and as defined in the TSA Amendment, and any interest in respect thereof, shall not be included on the Closing Statement of Closing Working Capital.

J. SELLER RESTRUCTURING ACTIONS

No current asset or current liabilities shall be included for any items which would constitute "Restructuring Cost Savings" under Section 2.6 of the Agreement provided that such amount was not included in the adjustment to the Preliminary Purchase Price actually made pursuant to Section 2.6.

K. ADVANCE PURCHASE PRICE LIABILITY

No advance Purchase Price liability resulting from the Interim Funding or any accrued interest thereon shall be included on the Closing Statement of Closing Working Capital.

L. ACCOUNTS RECEIVABLE AND ACCOUNTS PAYABLE

Accounts receivable and accounts payable shall be reflected on a gross basis with respect to value added taxes, goods and services taxes, and similar taxes.

CLOSING PLAN OF ACTION

REUTERS ACQUISITION OF MONEYLINE TELERATE

June 3, 2005

The following actions shall be deemed to occur simultaneously at the Closing, except for items 21 through 24, which shall occur sequentially and shall be taken immediately following the other actions set forth below.

- 1. Moneyline Telerate Holdings, Inc. shall terminate the employment by Moneyline Telerate Holdings, Inc. of certain employees identified by the Purchasers (as defined in the Purchase Agreement) to be terminated.
- 2. Moneyline Telerate shall distribute to Moneyline Telerate Holdings, Inc. all intercompany accounts receivables and notes receivable from any direct or indirect subsidiary of Moneyline Telerate Holdings, Inc. (each, an "Affiliate"). Moneyline Telerate Holdings, Inc. shall acquire such intercompany accounts and notes receivable.
- 3. Moneyline Telerate Holdings, Inc. shall contribute to the capital of Moneyline Telerate or assume, as appropriate, any intercompany accounts payable and notes payable from Moneyline Telerate to an Affiliate.
- 4. Moneyline Telerate International shall distribute to Moneyline Telerate Holdings, Inc. all intercompany accounts receivables and notes receivable from any Affiliate. Moneyline Telerate Holdings, Inc. shall acquire such intercompany accounts and notes receivable.
- 5. Moneyline Telerate Holdings, Inc. shall contribute to the capital of Moneyline Telerate International or assume, as appropriate, any intercompany accounts payable and notes payable from Moneyline Telerate International to an Affiliate.
- 6. Moneyline Network, Inc. shall distribute to Moneyline Telerate Holdings, Inc. all intercompany accounts receivables and notes receivable from any Affiliate. Moneyline Telerate Holdings, Inc. shall acquire such intercompany accounts and notes receivable.
- 7. Moneyline Telerate Holdings, Inc. shall contribute to the capital of Moneyline Network, Inc. or assume, as appropriate, any intercompany accounts payable and notes payable from Moneyline Network, Inc. to an Affiliate.
- 8. Moneyline Network, Inc. shall effect a distribution of Moneyline Network, Inc.'s entire equity interest in MarketAxess Holdings Inc. to Moneyline Telerate Holdings, Inc.
- 9. Moneyline Telerate shall effect a distribution of Moneyline Telerate's entire equity interest in CanDeal.ca Inc. to Moneyline Telerate Holdings, Inc.

- 10. Moneyline Telerate shall execute, and shall obtain execution by Moneyline Telerate Holdings, Inc., Moneyline Telerate International, Moneyline Network, Inc. and One Equity Partners LLC, of an Agreement of Modification of Contract, whereby Moneyline Telerate will be released from all of its rights and obligations in the Term Loan and Guarantee Agreement, dated as of September 26, 2003, as amended by the Second, Third, Fourth, Fifth and Sixth Amendments thereto, between Moneyline Telerate Holdings, Inc., Moneyline Telerate, Moneyline Telerate International, Moneyline Network, Inc., Moneyline Networks, LLC and One Equity Partners LLC.
- 11. Moneyline Telerate International shall execute, and shall obtain execution by Moneyline Telerate Holdings, Inc., Moneyline Telerate, Moneyline Network, Inc. and One Equity Partners LLC, of an Agreement of Modification of Contract, whereby Moneyline Telerate International will be released from all of its rights and obligations in the Term Loan and Guarantee Agreement, dated as of September 26, 2003, as amended by the Second, Third, Fourth, Fifth and Sixth Amendments thereto, between Moneyline Telerate Holdings, Inc., Moneyline Telerate, Moneyline Telerate International, Moneyline Network, Inc., Moneyline Networks, LLC and One Equity Partners LLC.
- 12. Moneyline Network, Inc. shall execute, and shall obtain execution by Moneyline Telerate Holdings, Inc., Moneyline Telerate International, Moneyline Telerate and One Equity Partners LLC, of an Agreement of Modification of Contract, whereby Moneyline Network, Inc. will be released from all of its rights and obligations in the Term Loan and Guarantee Agreement, dated as of September 26, 2003, as amended by the Second, Third, Fourth, Fifth and Sixth Amendments thereto, between Moneyline Telerate Holdings, Inc., Moneyline Telerate, Moneyline Telerate, Moneyline Telerate, Moneyline Telerate International, Moneyline Network, Inc., Moneyline Networks, LLC and One Equity Partners LLC.
- 13. Moneyline Telerate shall execute, and shall obtain execution by Moneyline Telerate Holdings, Inc., Moneyline Telerate International, Moneyline Network, Inc. and One Equity Partners LLC, of an Agreement of Modification of Contract, whereby Moneyline Telerate will be released from all of its rights and obligations in the Security Agreement, dated as of September 26, 2003, as amended by the Second, Third, Fourth, Fifth and Sixth Amendments thereto, between Moneyline Telerate Holdings, Inc., Moneyline Telerate, Moneyline Telerate International, Moneyline Network, Inc., Moneyline Networks, LLC and One Equity Partners LLC.
- 14. Moneyline Telerate International shall execute, and shall obtain execution by Moneyline Telerate Holdings, Inc., Moneyline Telerate, Moneyline Network, Inc. and One Equity Partners LLC, of an Agreement of Modification of Contract, whereby Moneyline Telerate International will be released from all of its rights and obligations in the Security Agreement, dated as of September 26, 2003, as amended by the Second, Third, Fourth, Fifth and Sixth Amendments thereto, between Moneyline Telerate Holdings, Inc., Moneyline Telerate, Moneyline Telerate International, Moneyline Network, Inc., Moneyline Networks, LLC and One Equity Partners LLC.

- 15. Moneyline Network, Inc. shall execute, and shall obtain execution by Moneyline Telerate Holdings, Inc., Moneyline Telerate International, Moneyline Telerate and One Equity Partners LLC, of an Agreement of Modification of Contract, whereby Moneyline Network, Inc. will be released from all of its rights and obligations in the Security Agreement, dated as of September 26, 2003, as amended by the Second, Third, Fourth, Fifth and Sixth Amendments thereto, between Moneyline Telerate Holdings, Inc., Moneyline Telerate, Moneyline Telerate International, Moneyline Network, Inc., Moneyline Networks, LLC and One Equity Partners LLC.
- 16. Moneyline Telerate International shall execute, and shall obtain execution by Moneyline Telerate Holdings, Inc. and One Equity Partners LLC, of an Agreement of Modification of Contract, whereby Moneyline Telerate International will be released from all of its rights and obligations in the Pledge Agreement, dated as of September 26, 2003, as amended by the Second, Third, Fourth, Fifth and Sixth Amendments thereto, between Moneyline Telerate Holdings, Inc., Moneyline Telerate International and One Equity Partners LLC.
- 17. Moneyline Telerate International shall execute, and shall obtain execution by Moneyline Telerate Holdings, Inc. and One Equity Partners LLC, of an Agreement of Modification of Contract, whereby Moneyline Telerate International will be released from all of its rights and obligations in the Grant of Security Interest In and Mortgage of United States Trademarks and Patents, dated as of September 26, 2003, as amended by the Second, Third, Fourth, Fifth and Sixth Amendments thereto, between Moneyline Telerate Holdings, Inc., Moneyline Telerate International and One Equity Partners LLC.
- 18. Moneyline Telerate Holdings, Inc. shall deliver to Reuters the resignations of all of the directors and officers of the Purchased Subsidiaries (as defined in the Purchase Agreement).
- 19. The Sellers shall deliver to the appropriate Purchaser or Purchasers, an Assignment of Leases (as defined in the Purchase Agreement) for each Leased Real Property (as defined in the Purchase Agreement) that is a Transferred Asset (as defined in the Purchase Agreement).
- 20. The Sellers shall terminate any and all written or unwritten tax sharing, allocation, indemnity and similar agreements or arrangements between or among the Sellers on the one hand and any Purchased Subsidiary (as defined in the Purchase Agreement), on the other hand.
- 21. The Sellers (as defined in the Purchase Agreement) shall execute, acknowledge and deliver to the Purchasers bills of sale, endorsements and other instruments of sale, conveyance, transfer and assignment.
- 22. Moneyline Telerate International shall effect a distribution of Moneyline Telerate International's entire equity interest in Moneyline Telerate (Canada), Inc., Moneyline Telerate (Global) SARL, Moneyline Telerate (Australia) Pty. Ltd. and Moneyline Telerate (Thailand) Ltd. to Moneyline Telerate Holding, Inc.

- 23. Moneyline Network, Inc. shall effect a distribution of the Moneyline Network, Inc.'s entire equity interest in Moneyline Network U.K./Europe, Ltd. to Moneyline Telerate Holdings, Inc.
- 24. Moneyline Telerate Holdings, Inc. shall deliver or cause to be delivered to the Purchasers one or more stock certificates, together with stock powers executed in blank, representing all of the issued and outstanding capital stock of the Purchased Subsidiaries.

EXECUTION COPY

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Escrow Agreement") is made and entered into as of this 3rd day of June, 2005, by and among MONEYLINE TELERATE HOLDINGS, INC. a Delaware corporation ("MTH"), REUTERS LIMITED, a company organized under the laws of England and Wales ("Limited"), and THE BANK OF NEW YORK, a New York banking corporation (the "Escrow Agent").

RECTTALS

WHEREAS, MTH and Limited are parties to that certain Stock and Asset Purchase Agreement, dated as of December 20, 2004, as amended on May 20, 2005 and June 3, 2005 (the "Purchase Agreement"), by and among MTH, certain subsidiaries of MTH (as set forth in the Purchase Agreement and, together with MTH, the "Sellers"), Limited, Reuters S.A. ("RSA"; RSA together with Limited being referred to as "Reuters", and Reuters, together with any of their designated Affiliates, being referred to as the "Purchasers") and One Equity Partners LLC (for the limited purposes set forth in the Purchase Agreement);

WHEREAS, pursuant to Section 2.3.10 and 2.3.12 of the Purchase Agreement respectively, (i) the Purchasers agreed to deliver an amount in cash equal to \$39,522,385; and (ii) MTH agreed to deliver to the Escrow Agent at the Closing (as defined below) the SAVVIS Escrow Shares (as defined below), together with stock powers duly executed in blank (the \$39,522,385 delivered by Purchaser together with the SAVVIS Escrow Shares, the "Escrow Funds"), which are to be deposited in escrow (the "Escrow Account") and applied by the Escrow Agent in accordance with the provisions herein;

WHEREAS, the parties desire to set forth in this Escrow Agreement the terms and conditions pursuant to which the Escrow Funds will be deposited, held, and disbursed; and

WHEREAS, MTH and Limited desire to secure the services of the Escrow Agent, and the Escrow Agent is willing to provide such services, pursuant to the terms and conditions of this Escrow Agreement.

NOW, THEREFORE, in consideration of the premises and of the respective agreements and covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINED TERMS.

As used in this Escrow Agreement, the following terms have the respective meanings set forth below.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, including the ability

to elect the members of the board of directors or other governing body of a Person, and the terms "controlled" and "controlling" have correlative meanings.

"Business Day" means a day on which national banks are open for business in New York, New York and Wilmington, Delaware.

"Closing" means the closing of the transactions contemplated by the Purchase Agreement.

"Calculation Date SAVVIS Stock Fair Market Value" means \$706.26.

"Closing Date" means June 3, 2005.

"Person" means an individual, partnership, corporation, limited liability company, joint stock company, firm, entity, unincorporated organization or association, trust or joint venture, or a governmental authority.

"SAVVIS" means SAVVIS Communications Corporation.

"SAVVIS Escrow Shares" means 21,239 shares of Series A Convertible Preferred Stock of SAVVIS; provided, that in the event of any merger, consolidation, reorganization, recapitalization, dividend (including all paid-in-kind dividends), distribution, stock split, split-up, split-off, spin-off, combination of shares, exchange of shares or other similar event, or in the event such shares are converted into common stock or other securities of SAVVIS or any other entity, "SAVVIS Escrow Shares" shall mean or include, as appropriate, such securities, cash and/or other property received in respect of 21,239 shares of Series A Convertible Preferred Stock of SAVVIS after such event or conversion, and this adjustment shall be made successively each time any such event shall occur (whether before or after any conversion of such shares). In the event of any such event or conversion, reference to a single SAVVIS Escrow Share shall be deemed to refer to or include, as appropriate, such other property received in respect of a single share of Series A Convertible Preferred Stock of SAVVIS.

"SAVVIS Stock Fair Market Value" means, in respect of each SAVVIS Escrow Share as of any date, the product of (a) the number of shares of common stock of SAVVIS into which it is then convertible and (b) 70% (subject to change as provided below, the "Discount") of the average of the closing prices of such common stock for the 20 trading days ending with and including the trading day

immediately preceding such date if such common stock is readily tradeable on a national securities exchange, the National Association of Securities Dealers Automated Quotation System or other national market system; provided, however, that if (i) such common stock is not readily tradeable as set forth above, or any of the events set forth in the proviso of the definition of "SAVVIS Escrow Shares" shall have occurred and the value of the SAVVIS Escrow Shares shall not be readily ascertainable on a similar basis, or (ii) Reuters and MTH mutually agree at any time prior to the Closing to change the Discount or what constitutes "SAVVIS Stock Fair Market Value", Reuters and MTH shall determine in good faith the "Discount" or the "SAVVIS Stock Fair Market Value", in any case, based upon valuations performed by their respective financial advisors; provided, further, that in the event Reuters and MTH fail or are unable to agree on such matters within a reasonable period of time not to exceed thirty (30)

days, then Reuters and MTH shall jointly select an independent, nationally recognized investment bank to determine the "Discount" or "SAVVIS Stock Fair Market Value", as the case may be, and the determination of such investment bank shall be final and binding upon the parties hereto.

"Value of the Escrow Funds" means, as of any date, the sum of (i) the fair market value of the cash, securities and other property (other than the SAVVIS Escrow Shares) then held in the Escrow Account as determined by the Escrow Agent in accordance with its customary practices and (ii) the product of the Calculation Date SAVVIS Stock Fair Market Value times the number of SAVVIS Escrow Shares then held in the Escrow Account or, if such shares are no longer Series A Convertible Preferred Stock of SAVVIS but other property, cash or securities as contemplated in the definition of "SAVVIS Escrow Shares", then the number of SAVVIS Escrow Shares shall be deemed to equal for purposes of this definition such number of Series A Convertible Preferred Stock of SAVVIS that were exchanged or converted into such other property, cash or securities.

2. APPOINTMENT OF ESCROW AGENT; RESIGNATION AND SUCCESSOR.

- 2.1 Appointment of Escrow Agent. MTH and Limited hereby appoint the Escrow Agent as, and the Escrow Agent hereby accepts its appointment and designation as, Escrow Agent pursuant to the terms and conditions of this Escrow Agreement.
- 2.2 Resignation of Escrow Agent; Appointment of Successor. The Escrow Agent may resign at any time by giving at least sixty (60) days' prior written notice of resignation to MTH and Limited, such resignation to be effective on the date specified in such notice, whereupon the Escrow Agent will be discharged of and from any and all further obligations arising in connection with this Escrow Agreement. Upon receipt of such notice, MTH and Limited shall appoint a bank or trust company as successor Escrow Agent by a written instrument executed by MTH and Limited delivered to the resigning Escrow Agent. The successor Escrow Agent shall execute and deliver to the parties to this Escrow Agreement an instrument accepting such appointment and shall succeed to all of the rights and obligations of the resigning ${\tt Escrow}$ Agent as of the effective date of the resignation as if originally named in this Escrow Agreement. Upon assignment of this Escrow Agreement, the resigning Escrow Agent shall duly transfer and deliver to the successor Escrow Agent the Escrow Account at the time held by the resigning Escrow Agent; provided, that, in the event MTH and Limited do not select a successor Escrow Agent within such sixty (60) day period, the Escrow Agent may resign, in which case it shall deposit all property and monies held hereunder into the registry of any court of competent jurisdiction, with notice to the other parties hereto and shall thereafter be absolved from any and all liability in connection with the exercise of its powers and duties as Escrow Agent hereunder, except for liability arising in connection with its gross negligence, willful misconduct or bad faith.

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3.1 Escrow Account.

- (a) At the Closing, Reuters shall deposit with the Escrow Agent, in accordance with Section 2.3.10 of the Purchase Agreement, an amount in cash equal to \$39,522,385, and the Sellers shall deposit with the Escrow Agent, in accordance with Section 2.3.12 of the Purchase Agreement, the SAVVIS Escrow Shares. MTH shall execute and deliver to the Escrow Agent, promptly following the deposit of the SAVVIS Escrow Shares with the Escrow Agent, one or more stock powers duly executed in blank by MTH, as the Escrow Agent shall request in writing, with respect to such SAVVIS Escrow Shares. The Escrow Agent shall act as Escrow Agent and hold, safeguard and disburse the Escrow Funds pursuant to the terms and conditions of this Escrow Agreement. The Escrow Funds shall not be subject to any lien or attachment of any creditor of any party to this Escrow Agreement or of any Seller or Purchaser, and will be used solely for the purposes and subject to the conditions set forth in this Escrow Agreement.
- (b) At all times while any SAVVIS Escrow Shares remain in the Escrow Account, the Sellers shall be treated as the owner of such SAVVIS Escrow Shares for all tax purposes and shall pay in a timely fashion all taxes imposed in respect of the SAVVIS Escrow Shares. The Sellers shall at all times retain full voting authority with respect to all SAVVIS Escrow Shares in the Escrow Funds. In the event SAVVIS Escrow Shares are to be converted or exchanged into other property, cash or securities as contemplated in the definition "SAVVIS Escrow Shares", the Escrow Agent shall effect such conversion or exchange at the direction of MTH, and MTH shall direct that such other property, cash or securities be delivered to the Escrow Agent hereunder as SAVVIS Escrow Shares. If the Escrow Agent should receive any cash with respect to the SAVVIS Escrow Shares, the Escrow Agent shall invest, reinvest and/or deposit such cash in accordance with Section 3.2.
- (c) MTH shall have the right and option (the "Cash Substitution Option"), exercisable as provided in this Section 3.1(c), to at any time cause the Escrow Agent to assign, transfer and deliver to MTH any or all of the SAVVIS Escrow Shares (together with stock powers executed in blank relating thereto) then held in the Escrow Account by depositing with the Escrow Agent, in substitution therefor, an amount in cash equal to the product of the number of SAVVIS Escrow Shares to be replaced times the lesser of (a) 130% of the Calculation Date SAVVIS Stock Fair Market Value and (b) the SAVVIS Stock Fair Market Value on the date of the Cash Substitution Notice (as defined below). The Cash Substitution Option shall be exercisable by MTH providing a written notice of exercise (the "Cash Substitution Notice") to the Escrow Agent and Limited, which Cash Substitution Notice shall (A) make specific reference to this Section 3.1(c), (B) indicate the SAVVIS Stock Fair Market Value as of the date of the Cash Substitution Notice, (C) indicate how such value was computed in accordance with the definition of SAVVIS Stock Fair Market Value, (D) indicate the aggregate amount of cash to be substituted for the SAVVIS Escrow Shares to be replaced in accordance with this Section 3.1(c), (E) indicate the precise nature and amount of the property and/or funds then comprising the SAVVIS Escrow Shares to be released from the Escrow Account and (F) include a certification of an officer of MTH that neither it nor any of its affiliates is in possession of material non-public information with respect to SAVVIS. Unless Limited notifies

MTH and the Escrow Agent in writing of any objection to any of the matters referred to in the Cash Substitution Notice, which objection notice shall include reasonable detail of the basis for any such objection, within five (5) Business Days after the date of such notice, the Escrow Agent shall deliver the SAVVIS Escrow Shares to be replaced, together with the stock powers related thereto executed in blank, to MTH against receipt of immediately available funds in the amount set forth in such notice. In the event that Limited objects to any of the matters set forth in the Cash Substitution Notice, Limited and MTH shall in good faith seek to resolve such matter or matters (with any issue with respect to determination of SAVVIS Stock Fair Market Value to be resolved as provided in the definition thereof) and, promptly following such resolution, Limited and MTH shall provide joint written instructions to the Escrow Agent with respect to the delivery of the SAVVIS Escrow Shares to be replaced in exchange for an amount of immediately available funds based upon such resolution.

3.2 Investment of Escrow Account. Upon the written direction of MTH and Limited, the Escrow Agent shall place any funds in the Escrow Account only into Permitted Investments. For the purposes hereof, "Permitted Investments" shall mean (i) obligations of or guaranteed by the United States of America or any agency thereof, either outright or in connection with repurchase agreements covering such obligations, (ii) obligations of or guaranteed by any state or political subdivision of the United States of America with a maturity six months or less, (iii) interest bearing certificates of deposit or bankers' acceptances issued by any other national or state-chartered bank having capital and surplus of at least \$1,000,000,000 with an investment term of six months or less, (iv) commercial paper with a maturity of not more than thirty days rated at least P-1 $\,$ by Moody's Investor Service, Inc. and A-1 by the Standard & Poor's division of the McGraw Hill Companies, Inc, and (v) money market funds. The Escrow Agent may liquidate in accordance with its customary procedures any portion of the Escrow Account invested in a Permitted Investment to provide for payments required to be made under this Escrow Agreement. For tax purposes, all interest and other income earned on the Escrow Funds will be income of the Sellers, and all parties hereto will file all tax returns consistent with such treatment. MTH, on behalf of the Sellers, agrees to indemnify and hold the Escrow Agent harmless from and against all such taxes. It is understood that the Escrow Agent will be responsible for income reporting only with respect to income earned on $% \left\{ 1\right\} =\left\{ 1\right\} =\left\{$ investment of Escrow Funds and is not responsible for any other reporting.

4. RELEASE FROM ESCROW.

- $4.1\ \mathrm{Distributions}$ from Escrow Account Pursuant to Section 2.5 of the Purchase Agreement.
- (a) Not later than two (2) Business Days after the delivery to the Escrow Agent of joint written instructions signed by MTH and Limited specifying the amount, if any, to which the Purchasers and/or MTH, on behalf of the Sellers, are entitled from the Escrow Funds pursuant to Section 2.5.2 of the Purchase Agreement, the Escrow Agent shall disburse to Limited, on behalf of the Purchasers, and/or MTH, on behalf of the Sellers, from the Escrow Account such portion(s) of the Escrow Funds as may be necessary to pay such specified amounts.

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- (b) Not later than two (2) Business Days after the delivery to the Escrow Agent of joint written instructions signed by MTH and Limited specifying the amounts, if any, to be paid to the independent accounting firm, if any, engaged pursuant to Section 2.5.3.3 of the Purchase Agreement, the Escrow Agent shall disburse to the specified independent accounting firm from the Escrow Account such portion of the Escrow Funds as may be necessary to pay such specified amounts.
- 4.2 Distributions from Escrow Account Pursuant to Article VI and IX of the Purchase Agreement.
- (a) From time to time prior to the second anniversary of the Closing Date, the Purchasers may deliver to MTH and the Escrow Agent a written notice (a "Claim Notice") requesting distribution to Limited, on behalf of the Purchasers, of a specified portion of the Escrow Funds in full or partial payment of the indemnification obligations of one or more of the Sellers under the Purchase Agreement (subject to the limitations therein), which notice shall (i) identify in reasonable detail the facts and circumstances with respect to the subject matter of such claim and associated damages and the section of the Purchase Agreement under which such indemnification is sought and the amount and method for computing the amount of damages and (ii) shall be accompanied by a delivery receipt or other appropriate proof of delivery to MTH of such Claim Notice. If the Escrow Agent has not received a written objection to a Claim Notice within forty-five (45) days following the date of the Escrow Agent's receipt of such Claim Notice, MTH shall be deemed to have irrevocably waived the right to object or otherwise challenge the claim referred to in such Claim Notice without prejudice to MTH's right to challenge any future claim and the Escrow Agent shall pay to Limited, on behalf of the Purchasers, the amount specified in the Claim Notice on the forty-sixth (46th) day following the receipt of such Claim Notice (or if the forty-sixth (46th) day is not a Business Day, then on the first Business Day following the forty-sixth (46th) day).
- (b) If the Escrow Agent shall have received a written objection from MTH to a claim referred to in a Claim Notice within forty-five (45) days following the date of the Escrow Agent's receipt of such Claim Notice, the Escrow Agent shall not make the payment of the amount specified in the Claim Notice to Limited pursuant to Section 4.2(a) of this Escrow Agreement, but shall instead withhold from the amount otherwise distributable hereunder an amount of the Escrow Funds sufficient to satisfy the claim to which objection has been made until it has received either (A) joint written instructions signed by MTH and Limited as to the disposition of the portion of the Escrow Funds in question, or (B) an order of a court of competent jurisdiction that is final and not subject to further court proceedings or appeal. Any such court order shall be accompanied by a legal opinion by counsel for the presenting party reasonably satisfactory to the Escrow Agent to the effect that the order is final and non-appealable. Upon receipt of any such written instructions or order, the Escrow Agent shall, subject to the terms hereof, distribute such Escrow Funds in accordance therewith. If an objection of MTH to payment of a claim referred to in a Claim Notice shall prevent timely payment to Limited, on behalf of the Purchasers, of any amount which is ultimately determined to be distributable in satisfaction of such claim, the Purchasers shall be entitled to all income received on such amount by its investment hereunder from and after the forty-sixth (46th) day following the Escrow Agent's receipt of the applicable Claim Notice until distribution of such amount to Limited, on behalf of the

Purchasers, in payment thereof, and the determination by the Escrow Agent of such interest amount to which Limited, on behalf of the Purchasers, is entitled shall be binding on both MTH and the Purchasers. The amount of such interest shall be paid to Limited, on behalf of the Purchasers, concurrently with the distribution of the portion of the Escrow Funds to satisfy such Claim.

- 4.3 Other Distributions from Escrow Account.
- (a) Not later than two (2) Business Days after delivery to the Escrow Agent of joint written instructions signed by MTH and Limited specifying the amounts, if any, to which Limited, on behalf of the Purchasers, and/or MTH, on behalf of the Sellers, are entitled from the Escrow Funds pursuant to Section 6.32.2 of the Purchase Agreement, the Escrow Agent shall disburse to Limited, on behalf of the Purchasers, and/or MTH, on behalf of the Sellers, from the Escrow Account such portion(s) of the Escrow Funds as may be necessary to pay such specified amounts.
- (b) Promptly following the first anniversary of the Closing Date (the "First Anniversary Date"), the Escrow Agent shall release to MTH, or its representative, a portion of the Escrow Funds equal to the amount, if any, by which the Value of the Escrow Funds on the First Anniversary Date exceeds the sum of (A) \$33,750,000, together with any income received thereon by its investment hereunder to the First Anniversary Date, and (B) the aggregate of the amount of the claims set forth in Claim Notices that have not been paid or otherwise resolved as contemplated in Section 4.2 of this Escrow Agreement, together with any income received on such aggregate amount by its investment hereunder to the First Anniversary Date.
- (c) Promptly following the second anniversary of the Closing Date (the "Second Anniversary Date"), the Escrow Agent shall distribute the Escrow Funds, in accordance with the written instructions of MTH, or its representative; provided, however, that in the event that, on or prior to the Second Anniversary Date, Limited delivers any Claim Notices and the claims related thereto are unresolved as of the Second Anniversary Date, the Escrow Agent shall not distribute and will continue to hold pursuant to Section 4.2 hereof a portion of the Escrow Funds having a value equal to the damages sought with respect to unresolved claims under such Claim Notices. The Escrow Agent shall not make any payment from the Escrow Funds it continues to hold after the distribution from the Escrow Funds pursuant to the foregoing sentence until it has received either (A) joint written instructions signed by MTH and Limited as to the disposition of the portion of the Escrow Funds in question, or (B) an order of a court of competent jurisdiction accompanied by an opinion of counsel to the effect that such order is final and not subject to further court proceedings or appeal.
- (d) On January 15th of each year after the Closing Date until the termination of this Escrow Agreement, the Escrow Agent shall distribute to MTH, on behalf of the Sellers, an amount equal to 40% of the income from the Escrow Funds allocated to the Sellers for the prior calendar year.
- 4.4 Form of Disbursements. Except as may be set forth in joint written instructions signed by MTH and Limited, (i) all disbursements to be made to Limited, on behalf of the Purchasers, pursuant to this Escrow Agreement shall

be made in cash unless and until all funds and property (other than the SAVVIS Escrow Shares) held in the Escrow Account have been exhausted and, thereafter, such disbursements shall be made in the form of SAVVIS Escrow Shares valued at the Calculation Date SAVVIS Stock Fair Market Value and (ii) all disbursements and releases to be made to MTH, or its representative, pursuant to this Escrow Agreement shall be made in SAVVIS Escrow Shares valued at the Calculation Date SAVVIS Stock Fair Market Value unless and until all SAVVIS Escrow Shares contained in the Escrow Account have been exhausted and, thereafter, such disbursements and releases shall be made in the form of cash.

5. THE ESCROW AGENT.

- (a) The duties and responsibilities of the Escrow Agent will be limited to those expressly set forth in this Escrow Agreement and it will not be subject to, nor obligated to recognize, any provision of any other agreement between, or direction or instruction of, any or all of the parties to this Escrow Agreement.
- (b) If any Escrow Funds are at any time attached, garnished or levied upon under any court order or in case the payment of any such Escrow Funds will be stayed or enjoined by any court order, or in case any order, judgment or decree will be made or entered by any court affecting such Escrow Funds or any part thereof, then and in any of such events, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel is binding upon it. If the Escrow Agent complies with any such order, writ, judgment or decree, it will not be liable to any of the parties to this Escrow Agreement or to any other Person by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.
- (c) The Escrow Agent will not be liable for any act taken or omitted under this Escrow Agreement, except for liability arising in connection with its gross negligence, willful misconduct or bad faith. The Escrow Agent shall not incur any liability for failure to perform any act or to fulfill any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Escrow Agent (including, but not limited to, any act or provision of any present or future law or regulation or governmental authority, any act of God or war, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility). The Escrow Agent will also be fully protected in relying upon any written notice, demand, certificate or document that it in good faith believes to be genuine (including facsimiles thereof).
- (d) MTH and Limited hereby jointly and severally agree to indemnify the Escrow Agent and each of its officers, directors, agents and employees from and against, and to hold the Escrow Agent and such persons harmless against, any loss, liability, damage or reasonable expense (including reasonable attorneys' fees) incurred without gross negligence, willful misconduct or bad faith on the part of the Escrow Agent, arising, directly or indirectly, out of or in connection with the Escrow Agent's entering into this Escrow Agreement and carrying out the Escrow Agent's duties hereunder, including costs and reasonable expenses of successfully defending the Escrow Agent against any claim of

liability with respect thereto. The Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The provisions of this Section 5(d) shall survive termination of this Escrow Agreement and/or the resignation or removal of the Escrow Agent.

(e) The Escrow Agent will (a) be paid a fee for its services under this Escrow Agreement as provided by Exhibit A and (b) be entitled to reimbursement for reasonable expenses (including the reasonable fees and disbursements of its counsel) actually incurred by the Escrow Agent in connection with its duties under this Escrow Agreement (such fees and expenses being hereinafter referred to collectively as the "Escrow Agent Fees and Expenses"). All Escrow Agent Fees and Expenses will be paid first out of interest earned and accrued on the Escrow Funds. The Escrow Agent will not be entitled to withdraw any amounts from the interest earned and accrued on the Escrow Funds for reimbursement of Escrow Agent Fees and Expenses until the expiration of five (5) Business Days following delivery of notice of the amount of such Escrow Agent Fees and Expenses to MTH and Limited.

6. MISCELLANEOUS.

(a) Notices. All notices, requests, consents or other communications required or permitted under this Escrow Agreement will be in writing and will be deemed to have been duly given or delivered by any party (i) when received by such party if delivered by hand, (ii) upon confirmation when delivered by facsimile, (iii) within one (1) day after being sent by recognized overnight delivery service, or (iv) within three (3) Business Days after being mailed by first-class mail, postage prepaid, and in each case addressed as follows (provided, however, that notice to the Escrow Agent shall be deemed to have been duly given only upon the Escrow Agent's receipt thereof, and that the original of any written notice, request, consent or other communication delivered by facsimile to the Escrow Agent shall be delivered to the Escrow Agent no later than five (5) Business Days after the delivery of the facsimile thereof):

(i) if to MTH, to:

Moneyline Telerate Holdings, Inc. 233 Broadway New York, NY 10279 Facsimile: (212) 553-9698 Attention: Chief Legal Officer

With a required copy to:

Latham & Watkins LLP 885 Third Avenue New York, NY 10022 Facsimile: (212) 751-4864 Attention: R. Ronald Hopkinson, Esq.

David S. Allinson, Esq.

Morgan, Lewis & Bockius LLP 101 Park Avenue New York, NY 10178 Facsimile: (212) 309-6001 Attention: Ira White, Esq.

(ii) if to Reuters Limited, to

Reuters Limited 85 Fleet Street London, EC4P 4AJ United Kingdom Facsimile: 011 44 20 7542 6848 Attention: Group General Counsel

With a required copy to:

Reuters America LLC 3 Times Square New York, NY 10036 Facsimile: (646) 223-4250 Attention: General Counsel

Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153 Facsimile: (212) 310-8007 Attention: David Zeltner, Esq.

(iii) if to the Escrow Agent, to:

The Bank of New York Insurance Trust & Escrow Unit 101 Barclay Street, 8W New York, NY 10286 Facsimile: (212) 815-5875/5877 Attention: Thomas Hacker, Vice President

Any party by written notice to the other parties pursuant to this Section 6.1may change the address or the persons to whom notices or copies thereof will be directed.

- (a) Assignment; MTH Representative. This Escrow Agreement and the rights and duties hereunder will be binding upon and inure to the benefit of the parties hereto and the successors and assigns of each of the parties to this Escrow Agreement. No rights, obligations or liabilities hereunder will be assignable by the Escrow Agent without the prior written consent of MTH and Limited. MTH shall have the right to appoint a person, with full power of substitution, as the representative, agent and attorney in fact of and for MTH in connection with any matters relating to this Agreement, including, without limitation, with respect to approvals, waivers, consents, instructions and the enforcement of rights hereunder. In the event of any such appointment, MTH shall provide written notice to the other parties of the identity and address of such representative.
- (b) Amendment. This Escrow Agreement may be amended or modified only by an instrument in writing duly executed by each of the parties hereto.
- (c) Waivers. Any waiver by any party hereto of any breach of or failure to comply with any provision of this Escrow Agreement by any other party hereto will be in writing and will not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Escrow Agreement.
- (d) Construction. This Escrow Agreement will be governed by the laws of the State of New York as applied to contracts made and performed in such state. The headings in this Escrow Agreement are solely for convenience of reference and will not be given any effect in the construction or interpretation of this Escrow Agreement. Unless otherwise stated, references to Sections and Exhibits are references to Sections and Exhibits of this Escrow Agreement.
- (e) Third Parties. Nothing expressed or implied in this Escrow Agreement is intended, or will be construed, to confer upon or give any Person other than the parties hereto any rights or remedies under, or by reason of, this Escrow Agreement.
- (f) Termination. This Escrow Agreement will terminate at the time of the final distribution by the Escrow Agent of all Escrow Funds in accordance with the provisions of this Escrow Agreement.
- (g) Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute a single instrument.
- (h) Severability. If any provision of this Escrow Agreement as applied to any part or to any circumstance will be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Escrow Agreement and the application of such provision to any other part or to any other circumstance will not be affected or impaired thereby.
- (i) Jury Trial; Counterclaims; Immunity. Each of MTH and Reuters hereby waives the right to trial by jury. To the extent that in any jurisdiction MTH or Reuters may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal

process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity.

(j) General. Unless the context otherwise requires, the singular shall include the plural and vice-versa, each pronoun in any gender shall include all other genders, and the term "or" shall mean "and/or". The terms and provisions of this Escrow Agreement constitute the entire agreement among the parties hereto in respect of the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

ESCROW AGENT

By: /s/ Thomas Hacker

Name: Thomas Hacker

Name: Thomas Hacker Title: Vice-President

MONEYLINE TELERATE HOLDINGS, INC.

By: /s/ Bernard F. Battista

Name: Bernard F. Battista

Title: President

REUTERS LIMITED

By: /s/ Rosemary Martin

Name: Rosemary Martin

Title: Company Secretary and Director

Signature Page to Escrow Agreement

POWER OF ATTORNEY

DATE: MARCH 15, 2004

THIS POWER OF ATTORNEY given by REUTERS GROUP PLC ("the Company"), whose registered office is 85 Fleet Street, London, EC4P 4AJ, England WITNESSES as follows:

1 APPOINTMENT

The Company appoints NANCY C GARDNER, ERIC B LINT, STEPHEN P LEHMAN AND NENETTE P BEMBO, of The Reuters Building, 3 Times Square, New York, New York 10036 USA (hereinafter referred to individually and jointly as "the Attorney") to be its Attorney with authority to do on its behalf the acts and things specified in clause 2.

2. AUTHORITY

The Attorney has authority in the name and on behalf of the Company and on such terms and conditions as may seem expedient to do the acts and things specified below, within the policies and guidelines established by the Company:

- (a) to sign and file from time to time Form 144 pursuant to Rule 144 promulgated under the Securities Act of 1933 and Forms 3, 4 and 5 under Section 16 of the Securities Exchange Act of 1934 (the "Act") and Schedules 13D and 13G under Sections 13(d) and 13(g) of the Act, each regarding SAVVIS COMMUNICATIONS CORPORATION and required to be filed by the Company with the United States Securities and Exchange Commission; and
- (b) to do appropriate acts and things to give effect to or to further the actions contemplated by or referred to in paragraph (a) above.

INDEMNITY

The Company agrees to ratify whatever the Attorney shall lawfully do or cause to be done by virtue of this power of attorney and to indemnify the Attorney against all expenses, losses and liabilities incurred by the Attorney when acting in pursuance of this power of attorney, except such as arise in consequence of his negligence, willful default or bad faith.

4. MISCELLANEOUS

This power of attorney shall:

- (i) have effect from the date hereof which is (or is deemed to be) the effective date of entry into force of it and the Company agrees to ratify and confirm all and any acts and things lawfully done by the Attorney on behalf of the Company as from such effective date;
- (ii) be binding and conclusive in favour of all third parties who shall not have received notice of its revocation;
- (iii) lapse automatically on the earlier of (a) the date on
 which the Attorney ceases to be employed by the Company,
 (b) 31 December 2005 and (c) notification in writing by
 the Company to the Attorney that this power of attorney is
 revoked;
- (iv) not be changed orally; and
- (v) be construed and interpreted according to the law of England and Wales.

IN WITNESS WHEREOF the Company has caused its Common Seal to be affixed the $15 \, \mathrm{th}$ day of March 2004.

The COMMON	SEAL)
of REUTERS	GROUP PLC)
was hereunt	o affixed)
in the pres	ence of:)

/s/ Tom Glocer
----Director

/s/ David Grigson
----Director/Secretary

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is given by way of deed by REUTERS SA (the "COMPANY"), whose registered office is at route de Thonon 153, 1245 Collonge - Bellerive GE WITNESSES as follows:

APPOINTMENT

The Company jointly and severally appoints Claire Chapman, currently of Reuters Limited, 85 Fleet Street, London EC4P 4AJ, England and Eric Lint, Stephen Lehman and Jenni Neumann, currently of Reuters America LLC, 3 Times Square, New York, NY 10036, USA, (referred to, jointly and severally, as the "Attorney"), to be its Attorney with authority to do on its behalf the acts and things specified in clause 2.

2. AUTHORITY

The Attorney has authority in the name and on behalf of the Company and on such terms and conditions as may seem expedient to do the acts and things specified below in connection with the Company's acquisition of the assets of Moneyline Telerate Holdings Inc., and its subsidiaries, a corporation organised under the laws of the State of Delaware:

- (a) to approve, execute as a deed or sign under hand, complete and deliver on behalf of the Company and to vary, amend, delete from, add to, confirm or cancel and to certify any copies or duplications of any agreements relating to the acquisition, including the Bill of Sale, Assignment and Assumption Agreement, together with all such other deeds, instruments, agreements, transfers, applications, letters, certificates, consents, applications, advertisements, announcements or any other documents whatsoever as in the Attorney's opinion are necessary or desirable for effecting, advancing or completing any of the purposes, functions or matters set out in or arising from such documents, in each case on such terms and conditions and subject to such contingencies as the Attorney thinks fit;
- (b) to issue instructions requiring the transfer of funds by or on behalf of the Company as required or contemplated by any of the agreements or documents referred to in clause 2(a) above, such instructions to include the amount of funds to be transferred, the timing and means of transfer, and the bank account(s) or other destination(s) to which such funds are to be transferred; and
- (c) to do appropriate acts and things to give effect to or to further the actions contemplated by or referred to in paragraphs (a) and (b) above.

3. INDEMNITY

The Company agrees to ratify whatever the Attorney shall lawfully do or cause to be done by virtue of this power of attorney and to indemnify the Attorney against all expenses, losses and liabilities incurred by the Attorney when acting in pursuance of this power of attorney, except such as arise in consequence of his negligence, wilful default or bad faith.

4. MISCELLANEOUS

This power of attorney shall:

- (i) have effect from the date hereof which is (or is deemed to be) the effective date of entry into force of it and the Company agrees to ratify and confirm all and any acts and things lawfully done by the Attorney on behalf of the Company as from such effective date;
- (ii) be binding and conclusive in favour of all third parties who shall not have received notice of its revocation;
- (iii) lapse automatically on the earlier of (a) the date on
 which the Attorney ceases to be employed by Reuters Group
 (as defined in clause 3); (b) revocation by written act of
 the Company; or (c) 31st December 2005;
- (iv) not be changed orally; and
- (v) be construed and interpreted according to the laws of Switzerland.

IN WITNESS WHEREOF the Company has duly executed this Power as a deed on the $27 \mathrm{th}$ day of May 2005.

EXECUTE	ED a	as a	a D	EED	ar	nd		
DELIVER	RED	bу	RE	UTE	RS	SA		
acting	by	two) [ire	cto	rs		

/s/ John Reid-Dodick

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Director