



To the Honorable Commissioner

101800398

attached original documents or copy thereof.

1. Name of conveying party(ies):

Autofacts, Inc.

7-27-01

- Individual(s)
- General Partnership
- Corporation - Pennsylvania
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 1, 1997

2. Name and address of receiving party(ies):

Coopers & Lybrand L.L.P.  
1251 Avenue of the Americas  
New York, NY 10019

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other - Delaware Limited Liability Partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,634,318

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Perla M. Kuhn, Esq.  
Hughes Hubbard & Reed LLP  
One Battery Park Plaza  
New York, New York 10004-1482  
(212) 837-6550

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No.: 08-3264

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Name of Person Signing

Perla M. Kuhn  
Perla M. Kuhn

July 26, 2001

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Office of Public Records  
Crystal Gateway 4, Room 335, Washington, D.C. 20231

CERTIFICATE OF MAILING

Express Mail Certificate No.: EK840388355US

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an Express Mail envelope addressed to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, D.C. 20231, on 7/27/2001 (Date of Deposit).

Elaine S. Parker

Name

Signature

July 27, 2001

Date of Signature

08/03/2001 GT0N11 00000208 1634318

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# ASSET ACQUISITION AGREEMENT

Dated as of May 1, 1997

by and among

\_\_\_\_\_

COOPERS & LYBRAND L.L.P.

\_\_\_\_\_

AND

\_\_\_\_\_

AUTOFACTS, INC.,  
AUTOFACTS INTERNATIONAL, INC.,  
AUTOFACTS EUROPE, LTD.,  
PROSOLVE, INC.,

and

WILLIAM R. POCHILUK

and

PETER STEINBACH

\_\_\_\_\_

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ASSET ACQUISITION AGREEMENT

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# ASSET ACQUISITION AGREEMENT

This ASSET ACQUISITION AGREEMENT (the "Agreement") is entered into as of May 1, 1997, by and among Coopers & Lybrand L.L.P., a Delaware limited liability partnership ("Buyer"), Autofacts, Inc., a Pennsylvania corporation ("Autofacts Inc."), Autofacts International, Inc., a Pennsylvania corporation ("Autofacts International"), Autofacts Europe, Ltd., a United Kingdom corporation ("Autofacts Europe"), and Prosolve, Inc., a Pennsylvania corporation ("Prosolve Inc.," together with Autofacts Inc., Autofacts International, Autofacts Europe, "Sellers," and each individually, a "Seller"), William R. Pochiluk ("Pochiluk") and Peter Steinbach ("Steinbach").

## RECITALS

WHEREAS, pursuant to the terms and conditions set forth in this Agreement, Buyer desires to purchase from Sellers, and Sellers desire to sell to Buyer all of the Acquired Assets (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto hereby agree as follows:

## ARTICLE

1

## DEFINITIONS

1.1 Defined Terms. As used herein, the terms set forth below shall have the following meanings. Each of these terms, unless the context otherwise requires, may be used in the singular or plural, depending upon the reference.

"Accounts Payable" shall have that meaning ascribed to accounts payable by U.S. generally accepted accounting principles.

"Accounts Receivable" shall have that meaning ascribed to accounts receivable by U.S. generally accepted accounting principles.

"Acquired Assets" shall mean all of Sellers' right, title and interest in and to the assets and rights set forth below, whether tangible or intangible, real or personal, owned by Sellers or in which Sellers have any interest whatsoever as of the Balance Sheet Date (or acquired by Sellers thereafter) and the Closing Date, excluding the Excluded Assets, relating to, used or useful in the business of Sellers, including, without limitation, the following:

- (1) the Facility Lease and the Capital Leases;
- (2) all Books and Records;

(3) all Intellectual Property Rights, including, without limitation, the name "Autofacts" and "Prosolve" and any and all derivatives thereof; and

(4) all Permits listed on Schedule 5.15 hereto.

"Affiliate" of any Person shall mean, with respect to such 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.

"Authority" shall mean any court, arbitrator or arbitral body, or any foreign or federal, state, municipal or other government or governmental, quasi-governmental or other agency, authority, department or commission.

"Balance Sheet Date" shall mean August 31, 1996.

"Books and Records" shall mean all books and records including, without limitation, all levels of documentation and source codes, whether on any computer software program or otherwise, pertaining to Sellers and the Acquired Assets, clients, customers or suppliers (including, without limitation, client lists, customer lists and subscription lists) of Sellers, and other Persons with whom Sellers have contractual or other business relationships, including all Tax returns for Sellers, all client files and all minutes of stockholders and directors meetings of Sellers.

"Capital Leases" shall mean all of the leases of Sellers (whether as lessee or lessor) relating to machinery, equipment or other assets (other than real property).

"Claims" shall mean all claims, causes of action, choses in action, rights of recovery and rights of set-off of whatever kind or description against any Person or entity arising out of or relating to the Acquired Assets of Sellers or relating to Sellers.

"Closing" shall mean the closing of the transactions contemplated hereby on the Closing Date.

"Closing Date" shall mean the date hereof.

"Code" shall mean the Internal Revenue Code of 1986, as the same may be amended from time to time.

"Contracts" shall mean any of the agreements, arrangements, contracts, Leases, notes, loans, evidences of indebtedness, purchase and sale orders, letters of credit, franchise agreements, engagement letters, undertakings, covenants not to compete, employment agreements, licenses, instruments, obligations, commitments, policies, bids, proposals, requests for proposals, quotations and other executory commitments, in each case, relating to, used or useful in the business of Sellers, to which Sellers are a party or to which any of the Acquired Assets is subject, whether oral or written, express or implied.

"Contract Rights" shall mean all rights and obligations of Sellers under the Contracts.

"Detroit Lease" shall mean that certain lease agreement, dated as of July 10, 1996, between Autofacts Inc. and J.M. Starkel, relating to the Detroit Offices.

"Detroit Offices" shall mean Autofacts Inc.'s corporate offices located at 1700 West Big Beaver, Troy, Michigan 48084, which is the subject of the Detroit Lease.

"Detroit Reimbursement Agreement" shall mean that certain agreement, dated as of the date hereof, by and between Buyer and Autofacts Inc., relating to Buyer's obligation to reimburse Autofacts Inc. for certain costs incurred under the Detroit Lease and certain other specified costs and expenses specified therein.

"Disclosure Schedules" shall mean the schedules delivered by Sellers to Buyer herewith which set forth certain specific exceptions to the representations and warranties contained in Article V hereof and certain other information called for by Article V hereof and other provisions of this Agreement. Unless otherwise specified, each reference in this Agreement to any numbered schedule is a reference to that numbered schedule which is included in the Disclosure Schedules. The Disclosure Schedules are attached hereto and incorporated by reference herein.

"Encumbrance" shall mean with respect to Sellers or any Person any claim, lien, pledge, option, charge, easement, security interest or encumbrance held by or in favor of any other Person.

"Excluded Assets" shall mean: (i) cash and cash equivalents of Sellers reflected on the March 1997 Balance Sheet; (ii) Accounts Receivable of Sellers reflected on the March 1997 Balance Sheet; (iii) Inventory of Sellers reflected on the March 1997 Balance Sheet; (iv) Fixed Assets (other than the Acquired Assets of Sellers); (v) Security Deposits of Sellers reflected on the March 1997 Balance Sheet; and (vi) Long Term Investments of Sellers reflected on the March 1997 Balance Sheet.

"Excluded Liabilities" shall mean any and all liabilities and obligations of Sellers, whether actual or contingent, matured or unmatured, liquidated or unliquidated, known or unknown, whether arising out of acts, omissions, conditions or other occurrences prior to, at or after the date hereof, including, without limitation the following:

- (1) all liabilities or obligations of Sellers reflected on the March 1997 Balance Sheet (including, without limitation, the Accounts Payable of Sellers), other than the Capital Leases;
- (2) any and all liabilities and obligations under or arising out of the Facility Lease and the Reimbursement Leases (subject to Buyer's obligations set forth in Sections 7.8 and 7.10 hereof);
- (3) all threatened or asserted Claims or litigation, arising prior to or after the Closing Date, based on acts, omissions, conditions or other occurrences on or prior to the Closing Date, including all threatened or asserted Claims relating to any former officer, director or stockholder of Sellers, and including threatened or asserted Claims or litigation as a result of the transactions contemplated hereby if based as aforesaid, whether or not such Claims or litigation are described, listed or referred to in the Disclosure Schedules;

- (4) all Environmental Claims relating to Sellers or any predecessor or successor in interest of Sellers or any Representative or independent contractor of Sellers, based on acts, omissions, conditions and other occurrences on or prior to the Closing Date, whether or not described, listed or referred to in the Disclosure Schedules;
- (5) all liabilities and obligations to or in respect of any of Sellers Employees, including without limitation: (i) those arising under or with respect to any employment agreement (including termination, severance, post-employment, retirement or incentive agreements and arrangements), whether or not written; and (ii) any Claim of an unfair labor practice, or any Claim under any state unemployment compensation or worker's compensation law or regulation or under any federal or state employment discrimination law or regulation, or any Claim under any federal or state plant closing law or regulation, that shall have been asserted on or prior to the Closing Date or to the extent that the basis for any Claim, liability, damages or penalty shall have arisen on or prior to the Closing Date, whether or not such liabilities are described, listed or referred to in the Disclosure Schedules;
- (6) any and all Taxes relating to any taxable years (or portions thereof) of Sellers, whether arising prior to, as a result of, or after the Closing Date, including, without limitation, gains, sales, use, transfer and similar conveyance transfer Taxes resulting from the transactions contemplated hereby (except as set forth in Section 4.1 hereof) and any and all Taxes and other liabilities and obligations of Sellers in respect of fees or costs of recording or filing any applicable conveyancing instruments described in Section 3.2(b), whether or not any of the foregoing are described, listed or referred to in the Disclosure Schedules;
- (7) all intercompany indebtedness of Sellers;
- (8) all workers' compensation and similar Claims based on acts, omissions, conditions or other occurrences on or prior to the Closing Date;
- (9) all accrued interest and other indebtedness and obligations of Sellers, including, without limitation, any indebtedness and obligations that any Seller has or may have to or with any of its respective directors, officers, stockholders, Affiliates or employees;
- (10) all payroll of Sellers prior to the Closing Date and any expenses, liabilities or obligations incurred by Sellers in connection with accrued vacation by any employees, officers or directors of Sellers; and
- (11) any and all liabilities or obligations of Sellers directly or indirectly resulting from or arising out of entering into, performing their obligations under, or consummating the transactions contemplated hereby (including, without limitation, all legal, accounting and other professional fees relating to this Agreement and the consummation of the transactions contemplated hereby), whether or not such liabilities or obligations are described, listed or referred to in the Disclosure Schedules.

"Facility" shall mean Sellers' corporate headquarters located at 1595 Paoli Pike, West Chester, PA 19380, which is the subject of the Facility Lease.

"Facility Lease" shall mean that certain lease agreement, dated November 14, 1990, between Bentley Developers Inc. (the "Landlord") and Autofacts Inc., relating to Sellers' United States corporate headquarters located at 1595 Paoli Pike, West Chester, PA 19380.

"Fixtures and Equipment" shall mean (a) all of the furniture, fixtures, furnishings and equipment, supplies and other tangible personal property owned by Sellers and located in, at or upon the Facility or otherwise as of the date hereof; (b) all of Sellers' inventories of computers and other equipment, including computer hardware, computer software and access to source codes, wherever located, as of the date hereof; and (c) all additions, replacements and deletions of any of the foregoing since the Balance Sheet Date in the ordinary course of business consistent with past practice.

"GAAP" shall mean United States generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board consistently applied.

"Incentive Bonus Program" shall mean that certain Incentive Bonus Program, dated as of the date hereof, by and among the Company, Pochiluk and Steinbach.

"Intellectual Property" shall have that meaning ascribed to it in Section 5.4 hereof.

"Landlord" shall mean, with respect to the Facility Lease, Bentley Developers Inc.

"Latest Balance Sheet" shall mean the consolidated balance sheet of Sellers, as of August 31, 1996, previously delivered to Buyer and attached hereto as Exhibit B.

"Latest Financial Statements" shall mean the Latest Balance Sheet and the related consolidated statements of revenues and expenses, retained earnings and cash flows of Sellers for such period, for the fiscal years ended August 31, 1996 and August 31, 1995, together with the notes thereto and the unqualified, certified review report of Sellers' Accountant.

"Law" or "Laws" shall mean any law, statute, rule, regulation, ordinance, standard, code, order, judgment, decision, writ, injunction, decree, award or other governmental restriction including, without limitation, any policy or procedure issued or enforced by any Authority.

"Leases" shall mean all of the leases of Sellers (other than the Facility Lease), whether as lessee or lessor, including, without limitation, Capital Leases, all of which are listed in Schedule 5.5(a) and Schedule 5.5(b) hereto.

"March 1997 Balance Sheet" shall mean the consolidated balance sheet of Sellers, dated as of March 31, 1997, together with the notes thereto, delivered to Buyer on the Closing Date and attached hereto as Exhibit A.

"Material Adverse Effect" shall mean a material adverse effect on (i) the Acquired Assets or the business, condition (financial or otherwise), liabilities, reserves, operations or relations with customers, clients or employees of Buyer or any or all of Sellers, as the case may be, or (ii) the right or ability of Buyer or any or all Sellers, as the case may be, to consummate the transactions contemplated hereby.

"Norwich Lease" shall mean that certain lease agreement between Autofacts Europe and Charlotte Pike, relating to the Norwich Offices, as described more fully on Schedule 5.5(a).

"Norwich Offices" shall mean Autofacts Europe's corporate offices located at 27 Springfields, The Street, Poringland, Norwich, Norfolk, England, which is the subject of the Norwich Lease.

"Norwich Reimbursement Agreement" shall mean that certain agreement, dated as of the Closing Date, by and between Buyer and Autofacts Europe, relating to Buyer's obligation to reimburse Autofacts Europe for certain costs incurred under the Norwich Lease and certain other specified costs and expenses specified therein.

"Permits" shall mean all licenses, permits, registrations and other governmental authorizations necessary to carry on the respective businesses of each Seller as presently conducted and as proposed to be conducted by Buyer.

"Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, bank, trust company, unincorporated organization or other organization or entity and any Authority.

"Publications" shall mean all of the reports, studies, analysis and other publications of Sellers as set forth on Schedule 5.6(b) hereto.

"Qualifying Offers" shall mean, with respect to those Sellers Employees listed on Schedule 7.2 hereto, an offer of employment from Buyer.

"Reimbursement Leases" shall mean collectively, the Norwich Lease and the Detroit Lease.

"Representative" shall mean with respect to any Person, any officer, director, employee, Affiliate, partner, principal, accountant, attorney, advisor, agent, or other representative of such Person.

"Required Consents" shall mean all consents, approvals, authorizations of, declarations and notices to, filings and registration with, any Authority, or any other Person (including, without limitation, the Landlord's consent under the Facility Lease), and all Permits which, to the best knowledge of Sellers, Pochiluk and Steinbach, are required to be made or obtained by Sellers in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

"Sellers' Accountant" shall mean the independent certified public accounting firm of Rudolph, Palitz LLP.

"Sellers Employee" shall mean an officer, employee or agent currently or formerly employed by Sellers.

"Subscription Obligations" shall mean the obligations of Sellers to produce and provide certain Publications pursuant to each of the written subscription agreements by and between any Sellers and its respective customers or clients (copies of all such subscription agreements having been previously delivered to Buyer);

"Tax" or "Taxes" shall mean all federal, state, local, foreign and other taxes, assessments or other government charges, including, without limitation, income, estimated income, business, occupation, franchise, gross income, excise, ad valorem, gross receipts, property, sales, transfer, gains, value-added, document, use, employment, commercial rent or withholding taxes, including interest, penalties and additions in connection therewith.

"Transferred Employee" shall mean each Sellers Employee listed on Schedule 7.2 hereto who receives and accepts a Qualifying Offer and becomes an employee of Buyer as a result of the transactions contemplated hereby.

1.2 Other Defined Terms. In addition to the terms defined in the Recitals to this Agreement and Section 1.1 hereof, the following terms shall have the meanings specified in the corresponding Sections set forth below:

<u>Term</u>	<u>Section</u>
Actions .....	5.14
Assignment and Assumption Document .....	3.2(d)
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Restricted Client .....	10.3
Sellers' Counsel .....	9.4
Seller Indemnified Parties .....	11.3(b)
Sellers Personnel .....	7.2(a)
Sublease Agreement .....	7.8

Territory .....	10.1
Transfer Documents .....	9.4(b)
WARN Act .....	7.2(b)

ARTICLE II

ACQUISITION OF ACQUIRED ASSETS

2.1 Transfer of Assets; Assumption of Liabilities. Upon the terms and subject to the conditions set forth herein, on the Closing Date:

(a) Sellers shall convey, transfer, assign and deliver to Buyer, the Acquired Assets; and

(b) In consideration for the conveyance, transfer, assignment and delivery to Buyer of the Acquired Assets by Sellers on the Closing Date, and in reliance upon the representations, warranties, covenants and agreements made herein by Sellers, Pochiluk and Steinbach, Buyer shall, in full payment therefor (i) deliver, subject to the terms and conditions in this Agreement, to Sellers, an amount equal to \$200,000 (the "Purchase Price") and (ii) assume from Sellers the Capital Leases, the Facility Lease and the Subscription Obligations.

2.2 Excluded Liabilities. Notwithstanding any other provision of this Agreement, Buyer shall not assume any Excluded Liabilities.

2.3 Excluded Assets. Except as provided in Section 7.9 hereof, notwithstanding any other provision of this Agreement, Buyer shall not acquire any assets of Sellers pursuant to this Agreement other than the Acquired Assets.

2.4 Assumption of Liabilities. Other than the Capital Leases, the Facility Lease and the Subscription Obligations, Buyer shall not assume or otherwise be responsible for any liabilities or obligations of Sellers, Pochiluk or Steinbach, whether actual or contingent, matured or unmatured, liquidated or unliquidated, known or unknown.

ARTICLE III

CLOSING

3.1 Closing. Upon the terms and subject to the conditions set forth herein, the Closing shall take place at 10:00 a.m. local time on the Closing Date at the offices of Battle Fowler LLP, Park Avenue Tower, 75 East 55th Street, New York, New York 10022, unless the parties hereto shall otherwise agree.



3.2 Deliveries and Payments at Closing.

(a) Payment of Purchase Price. At the Closing, Buyer shall pay to Sellers, in immediately available funds, the Purchase Price.

(b) Instruments and Possession. To effect the transfers referred to in Section 2.1 hereof, Sellers shall, on the Closing Date, execute and deliver to Buyer:

(i) a Bill of Sale, substantially in the form attached hereto as Exhibit C, conveying in the aggregate all personal property included in the Acquired Assets;

(ii) subject to Section 3.2(g) hereof, assignments, in form and substance satisfactory to Buyer, of all Contracts and Contract Rights included in the Acquired Assets;

(iii) all Books and Records; and

(iv) such other assignments, agreements and instruments as shall be reasonably requested by Buyer as necessary to vest in Buyer good and valid title in and to the Acquired Assets in accordance with the provisions hereof.

(c) Certificates; Opinions; Agreements. At the Closing, Buyer and Sellers shall deliver to the other certificates, opinions of counsel, employment agreements, and other items described in Articles VIII and IX hereof.

(d) Assignment and Assumption Document. Upon the terms and subject to the conditions contained herein, Buyer shall execute and deliver, substantially in the form attached hereto as Exhibit D (the "Assignment and Assumption Document"), to Sellers such instruments of assignment and assumption evidencing Buyer's assignment of the Facility Lease, and the assumption, pursuant to Section 2.1(b) hereof, of the Capital Leases and the Subscription Obligations, as Sellers shall reasonably request.

(e) Other Closing Transactions. At the Closing, each of the parties hereto shall take such other actions required hereby to be performed by it prior to or on the Closing Date including, without limitation, satisfying the conditions set forth in Articles VIII and IX hereof.

(f) Form of Instruments. All of the foregoing assignments, agreements and instruments shall be in form and substance, and shall be executed and delivered in a manner reasonably satisfactory to Buyer.

(g) Consents to Assignment. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Contract or Permit or any Claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment thereof, without the consent of a third party thereto, would constitute a breach thereof or in any way affect the respective rights of Buyer or Sellers thereunder. If such consent is not obtained, or if an attempted assignment thereof would be ineffective or would affect the rights thereunder so that Buyer would not receive all such rights, Sellers will cooperate with Buyer, in all respects, to provide to Buyer the benefits under any such Contract or Permit, including, without limitation, enforcement for the benefit of Buyer of any and all rights of Sellers against a third party thereto, arising out of the breach or cancellation by such

third party or otherwise; and any transfer or assignment to Buyer of any property or property rights or any Contract or Permit that shall require the consent or approval of any third party shall be made subject to such consent or approval being obtained.

## ARTICLE IV

### POST-CLOSING MATTERS

4.1 Closing Costs: Transfer Taxes. Sellers shall be responsible for all transfer, gains, sales, use and similar conveyance Taxes imposed by reason of the transactions contemplated hereby and any deficiency, interest or penalty asserted with respect thereto. Sellers shall pay all of the fees and costs of obtaining, recording or filing all applicable conveyancing instruments described in Section 3.2.

4.2 Allocation of Purchase Price. At least sixty (60) days prior to the date that Internal Revenue Service Form 8594 is required to be filed with respect to the transactions contemplated hereby, Buyer shall prepare and deliver to Sellers, and Sellers hereby agree to be bound by, an allocation of the Purchase Price among the Acquired Assets based upon the fair market value of the Acquired Assets. Each of Buyer and Sellers shall cooperate in the preparation and shall timely file a Form 8594 in accordance with the requirements of section 1060 of the Code and this Section 4.2 hereof. Each of Buyer and Sellers hereby agree that (a) it will prepare all required Tax returns and reports in a manner that is consistent with such allocation, (b) it will file all forms required under the Code in such manner and (c) it will not voluntarily take any position inconsistent therewith upon examination of any such Tax return, in any refund claim, litigation or otherwise with respect to such Tax return.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES OF SELLERS, POCHILUK AND STEINBACH

Sellers, Pochiluk and Steinbach hereby, jointly and severally, represent and warrant to Buyer that the following representations and warranties are, as of the date hereof, and as of the Closing Date, true, correct and complete:

5.1 Organization. Each of Autofacts Inc., Autofacts International, Autofacts Europe and Prosolve Inc. is duly organized, validly existing and in good standing under the laws of their respective states and countries of incorporation, has full corporate power and authority to conduct its business as it is presently being conducted and to own and lease its properties and assets (including, without limitation, the Facility, the Norwich Offices, the Detroit Offices and the Acquired Assets). Each of Autofacts Inc., Autofacts International, Autofacts Europe and Prosolve Inc. is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which such qualification is necessary under applicable Laws as a result of the conduct of its business and the ownership of its properties and assets (including, without limitation, the Facility, the Norwich Offices, the Detroit Offices and the Acquired Assets), except where the failure to be so qualified and in good standing would not have a Material Adverse Effect. Each jurisdiction in which Autofacts Inc., Autofacts International, Autofacts Europe and Prosolve Inc. is qualified to do business as a foreign corporation is listed in Schedule 5.1 hereto.

5.2 Authorization. Each of Autofacts Inc., Autofacts International, Autofacts Europe and Prosolve Inc. has all necessary corporate power and authority and has taken all corporate action, and prior to the Closing shall have received all stockholder votes, consents and corporate approvals, necessary or appropriate to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder, and no other proceedings on the part of Sellers or their respective

stockholders is necessary to authorize this Agreement or the performance of the transactions contemplated hereby. This Agreement has been duly executed and delivered by each of Sellers and is a valid, binding and enforceable obligation of each of Sellers enforceable against each of Sellers in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights generally and (ii) the general principles of equity, regardless of whether asserted in a proceeding in equity or at law.

5.3 Title; Acquired Assets; Encumbrances; Facility.

(a) Schedule 5.3 hereto categorizes and lists separately each Acquired Asset with a cost in excess of \$1,000 owned or leased by Sellers. Except for the Excluded Assets, the Acquired Assets constitute and include all the property, assets and rights related to, necessary to, used or useful in the conduct of the respective businesses of Sellers in the ordinary course, consistent with past practice. Except as set forth in Schedule 5.3 hereto, Sellers have the full right, power and authority to sell, transfer and assign all of the Acquired Assets to Buyer, have good and marketable title thereto, and own free and clear of any Encumbrances or, as set forth in Schedule 5.3 hereto, lease or have right to use, the Acquired Assets set forth in Schedule 5.3 hereto, except for Encumbrances that in the aggregate are not material in amount, do not materially detract from the value of the Acquired Assets subject thereto or interfere with the present use thereof and have arisen in the ordinary course of the respective businesses of Sellers, consistent with past practice, and except for other Encumbrances specifically identified in Schedule 5.3 hereto. The Acquired Assets that constitute tangible personal property are in good operating condition and repair (except for ordinary wear and tear) and are sufficient for the operation of the business of Sellers as currently conducted. Upon consummation of the transactions contemplated hereby, Sellers will transfer to Buyer good and marketable title to all of the Acquired Assets, free and clear of any Encumbrances, except for (i) Encumbrances that in the aggregate are not substantial in amount, do not materially detract from the value of the Acquired Assets subject thereto or interfere with the present use thereof and have arisen in the ordinary course of the respective businesses of Sellers, consistent with past practice, and (ii) Encumbrances specifically identified on Schedule 5.3 hereto.

(b) Except as set forth in Schedule 5.3 hereto and except for the Facility, the Norwich Offices and the Detroit Offices, there is no real property in which Sellers have an interest or which is used or occupied by Sellers. To the best knowledge of Sellers, Pochiluk and Steinbach, all Permits and Required Consents which are necessary or useful to permit the use of the Facility, the Norwich Offices and the Detroit Offices, as they are currently used have been obtained and are in full force and effect. There are no known outstanding material deficiencies or work orders of any Authority having jurisdiction over the Facility, the Norwich Offices and the Detroit Offices requiring conformity to any Laws pertaining to the Facility, the Norwich Offices and the Detroit Offices. Sellers have not received any notice of any Claim, requirement or demand of any Authority supervising or having authority over the Facility, the Norwich Offices and the Detroit Offices to comply with any Laws that have not been fully satisfied prior to the date hereof. To the best knowledge of Sellers, Pochiluk and Steinbach, all utilities, to the extent necessary for the operation of the Facility, the Norwich Offices and the Detroit Offices, are adequate for the existing and proposed use of the Facility, the Norwich Offices and the Detroit Offices. To the best knowledge of Sellers, Pochiluk and Steinbach, means of ingress and egress, streets, parking and drainage facilities are adequate for the existing use of the Facility, the Norwich Offices and the Detroit Offices. To the best of Sellers' knowledge, no defect or condition of the Facility, the Norwich Offices and the Detroit Offices, or the soil or geology thereof, exists that will or may impair the current use of the Facility, the Norwich Offices and the Detroit Offices.

5.4 Intellectual Property Rights. (a) As used herein, "Intellectual Property Rights" means (i) all inventions (whether or not patentable) and all patents and patent applications; (ii) all trademarks, service marks, trade dress, logos, trade names, and business names, together with all translations, adaptations, derivations, and combinations thereof, including the goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (iii) all copyrightable works, all copyrights, and all applications, registrations, and renewals therewith; (iv) all trade secrets and confidential business information (including, without limitation, ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer lists, subscription lists, supplier lists, pricing and cost information, and business and marketing plans and proposals); (v) all computer software (including data and related documentation), software applications and databases, (vi) all other proprietary rights; and (vii) all copies and tangible embodiments thereof (in whatever form or medium).

(b) Schedule 5.4 sets forth a true, correct and complete list in the United States of all (i) trademark, servicemark and tradename registrations and applications and all unregistered trademarks, tradenames and servicemarks; (ii) registered and applied for copyrights; (iii) patents and patent applications; and (iv) trademark, copyright and patent license agreements to which any of the Sellers is a party, in each case owned, held for use, or used in connection with any of the businesses of Sellers. To the best knowledge of Sellers, Pochiluk and Steinbach, each Seller has, and at the Closing will have, valid and enforceable rights to use in the United States, whether through ownership thereof or by license, all of the Intellectual Property Rights used to conduct the business of each of Sellers as currently conducted. Except as set forth in Schedule 5.4, each Seller has taken all reasonable steps necessary to maintain and protect each item of the Intellectual Property Rights, including, without limitation, with respect to Intellectual Property Rights that have been registered or submitted for registration with the appropriate Authority, filing all necessary affidavits of continuing use and paying all fees and/or penalties necessary to maintain or pursue attainment of registered status for such Intellectual Property Rights. Except as set forth in Schedule 5.4 or Schedule 5.13, no Claim has been commenced against any of Sellers, Pochiluk and Steinbach, and to best knowledge of Sellers, Pochiluk and Steinbach, no claim is pending or, to the knowledge of the Sellers or Pochiluk or Steinbach, threatened against the business of any Seller to the effect that the rights of such Seller in or to any Intellectual Property Rights are invalid or unenforceable or that the use by such Seller of the Intellectual Property Rights infringes on the rights of any third party, or which challenges the ownership by such Seller of the Intellectual Property Rights or the validity or effectiveness of any license relating to the Intellectual Property Rights. To the best knowledge of Sellers, Pochiluk and Steinbach, there are no liens, encumbrances, pledges, mortgages, security interests, claims, charges, options, rights of first refusal, easements, servitudes, or any other restrictions or limitations whatsoever with respect to Intellectual Property Rights. To the best knowledge of Sellers, Pochiluk and Steinbach, no Seller has infringed upon any Intellectual Property Rights of any third party and, to Sellers', Pochiluk's or Steinbach's knowledge, no third party is infringing upon any Intellectual Property Rights of the business of such Seller, except as set forth on Schedule 5.4. No Seller has agreed to indemnify any person for or against any interference or infringement with respect to any Intellectual Property Rights.

5.5 Leases. The Facility is subject to the Facility Lease. The Norwich Offices are subject to the Norwich Lease and, pursuant to this Agreement, the Norwich Reimbursement Agreement. The Detroit Offices are subject to the Detroit Lease and, pursuant to this Agreement, the Detroit Reimbursement Agreement. Schedule 5.5(a) hereto lists and describes individually all Leases, other than Capital Leases. Schedule 5.5(b) hereto lists and describes individually all Capital Leases. The Sellers enjoy peaceful and undisturbed possession of the Facility, the Norwich Offices and the Detroit Offices, subject to matters of

public record that may affect title and may as a matter of law have priority over Sellers' rights. Each Lease, including the Facility Lease and the Reimbursement Leases, is in full force and effect and is valid and enforceable against the parties thereto in accordance with its terms. There is not, under any Lease, the Facility Lease, and the Reimbursement Leases, any material default by a Seller or any event that with notice or lapse of time or both would constitute such a material default by such Seller and with respect to which such Seller has not taken adequate steps to prevent such material default from occurring. To the best of Sellers', Pochiluk's and Steinbach's knowledge, there is not existing under any Lease nor under the Facility Lease nor under the Reimbursement Leases any default by any other party thereto or any other event that with notice or lapse of time or both would constitute such a default by any such party.

5.6 Circulation; Publications; Subscription Lists; Prices. The circulation information of Sellers set forth in Schedule 5.6(a) is true, correct and complete in all material respects. Schedule 5.6(b) sets forth a true, correct and complete list of the Publications. Sellers' subscription list, which is attached hereto as Schedule 5.6(c), is substantially accurate and complete as of the Closing Date. Except as described in Schedule 5.6(b), since January 1, 1996, Sellers have not sold or otherwise transferred to, or permitted the use by any person of, any list of past or present subscribers to the Publications. Schedule 5.6(b) also sets forth a complete and accurate listing of the subscription prices for each of the Publications for the last two years.

5.7 Contracts and Commitments. (a) Except for Contracts or Leases listed in Schedule 5.7 hereto or as expressly contemplated by this Agreement and the transactions contemplated hereby, no Seller is a party to, or bound by, any Contract or Lease. There is no default by any party to any such Contract or Lease which default could have a Material Adverse Effect.

(b) Sellers have delivered to Buyer a true, correct and complete copy of each written agreement and arrangement listed in Schedule 5.7 hereto and have included as part of Schedule 5.7 hereto a brief summary of any such oral contracts, agreements or other arrangements and any proposals (oral or written) to enter into any such contracts, agreements or other arrangements. Except as set forth in Schedule 5.7 hereto, with respect to each Contract listed therein, (A) each Contract is, and to the best of Sellers' knowledge, will continue to be, legal, valid, binding and enforceable against the Seller that is a party thereto (except as such enforceability may be limited by (i) bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights generally and (ii) the general principles of equity, regardless of whether asserted in a proceeding in equity or at law) and in full force and effect; (B) to the best of Sellers' knowledge, no party is in material breach or default, and no event has occurred which with notice or lapse of time could constitute a material breach or default or permit termination, modification or acceleration, under any agreement or arrangement and (C) to the best of Sellers' knowledge, no party has repudiated any term of any agreement or arrangement.

5.8 No Conflict or Violation. Except as set forth in Schedule 5.8 hereto, neither the execution, delivery and performance of this Agreement by Sellers nor the consummation of the transactions contemplated hereby will result in (a) a violation of or a conflict with any provision of the Certificate of Incorporation or bylaws of any Seller, (b) a breach of, or a default under, or the creation of any right of any party to accelerate, terminate or cancel, any Contract, Permit or Lease of any Seller, or an authorization or concession which relates to Seller or by which any of the Acquired Assets are bound, (c) a violation of any Law which, individually or in the aggregate, would have a Material Adverse Effect, or (d) an imposition of any Encumbrance, restriction or charge on any of Sellers' respective businesses or any of the Acquired Assets.

5.9 Required Consents. Schedule 5.9 hereto sets forth all Required Consents, each of which either (i) has been obtained on or prior to the date hereof, (ii) shall have been obtained on or prior to the Closing Date, or (iii) to the extent legally permissible, shall be obtained by Sellers as promptly as practical following the Closing Date. Schedule 5.9 hereto indicates with respect to each Required Consent listed therein whether such Required Consent has been obtained as of the date hereof and, if not, when Sellers reasonably expect that such Required Consent will have been obtained pursuant to clauses (ii) or (iii) above. If any Required Consent listed in Schedule 5.9 hereto is not obtained in accordance with this Section 5.9, then Sellers will use their respective best efforts to cooperate with Buyer to cause to be provided to Buyer the benefits that would have been available to Buyer had such Required Consent been obtained. Nothing contained in this Section 5.9 shall be deemed to diminish Buyer's right to refuse to close under this Agreement in the event any of the conditions precedent set forth in Article IX hereof are not satisfied.

5.10 Latest Financial Statements, the Latest Balance Sheet and the March 1997 Balance Sheet. (a) Sellers have heretofore delivered to Buyer a true, complete and correct copy of the Latest Financial Statements, the Latest Balance Sheet and the March 1997 Balance Sheet. The Latest Financial Statements, the Latest Balance Sheet and the March 1997 Balance Sheet (i) were each prepared on an accrual basis and in a manner consistent with the reviewed financial statements of Sellers for its 1996 and 1995 fiscal years; (ii) are consistent with Sellers' Books and Records; (iii) present fairly the assets and liabilities of Sellers on a consolidated basis; and (iv) reflect sufficient assets of each Seller to continue to operate such Seller as a going concern, consistent with past practice, with adequate cash on hand to pay expenses as they become due.

(b) No Seller has requested, received, obtained or otherwise possessed any accountants' letters to management or the Board of Directors of such Seller, with respect to the reviews of such Seller, for the preceding five fiscal years of such Seller.

5.11 Absence of Certain Changes or Events. Except as set forth in Schedule 5.11 hereto or on the March 1997 Balance Sheet, since the Balance Sheet Date there has not been any:

(a) change with respect to Sellers or the Acquired Assets that has, or could reasonably have, a Material Adverse Effect;

(b) (i) except for normal periodic increases in the ordinary course of business consistent with past practice, increase in or agreement to increase the wages, salary, bonus, benefit, charges or other compensation payable or to become payable by Sellers to any of Sellers Employees; (ii) grant, payment or accrual, contingent or otherwise, for or to the credit of any of Sellers Employees with respect to any bonus, incentive compensation, service award or other like benefit, except for any such payments or accruals in the ordinary course of business consistent with past practice; (iii) adoption or creation of any Employee Benefit Plan; (iv) employment agreement (written or verbal) made by Sellers; or (v) other material change in employment terms for any Sellers Employees;

(c) sale, lease, assignment or transfer of any of the Acquired Assets, tangible or intangible, other than for fair consideration and in the ordinary course of business consistent with past practice;

(d) cancellation, compromise, settlement, waiver or release of any Claims (or series of related Claims) either (i) involving an Affiliate of a Seller, (ii) involving more than \$1,000 or (iii) outside the ordinary course of business consistent with past practice;

(e) amendment, cancellation or termination of any Contract, Permit or Lease of a Seller (i) entered into with any Affiliate of a Seller; (ii) involving payments in excess of \$1,000 in the aggregate or (iii) that are otherwise material to a Seller;

(f) delay or failure to repay when due any material obligation of Sellers;

(g) failure to operate any Seller in the ordinary course of the respective businesses of Sellers consistent with past practice so as to use reasonable efforts to preserve the Acquired Assets intact, to keep available to Buyer the services of Sellers Employees, and to preserve for Buyer the goodwill of Sellers' clients, customers or suppliers and others having business relations with it, or any dispute with or loss of any recurring or non-recurring client, or any adverse change in any client relationship, in each case regardless of materiality;

(h) change in accounting methods or practices by Sellers;

(i) revaluation by Sellers of any of the Acquired Assets, including, without limitation, writing off notes or Accounts Receivable;

(j) mortgage, pledge or other Encumbrance of any of the Acquired Assets or Capital Leases;

(k) indebtedness incurred by Sellers for borrowed money or any commitment to borrow money entered into by Sellers, or any loans or guarantees made or agreed to be made by Sellers other than to non-Affiliates in the ordinary course of business consistent with past practice;

(l) payment, discharge or satisfaction of any liabilities relating to the business of Sellers other than the payment, discharge or satisfaction in the ordinary course of business consistent with past practice of liabilities reflected or reserved against on the Latest Balance Sheet or incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date; or

(m) agreement (either oral or written) by Sellers, Pochiluk, Steinbach or any Sellers Employees to do any of the foregoing.

5.12 Undisclosed Liabilities. Except as set forth in Schedule 5.12 hereto, Sellers have no liabilities or obligations (absolute, accrued, contingent or otherwise) except liabilities that are reflected and reserved for on the March 1997 Balance Sheet that have not been paid or discharged since the date thereof.

5.13 Accounts Receivable; Accounts Payable. Except as set forth in Schedule 5.13 hereto, the Accounts Receivable and the Accounts Payable reflected on the March 1997 Balance Sheet represent all of the Accounts Receivable and Accounts Payable of Sellers as of the Closing Date.



5.14 Litigation. Except as set forth in Schedule 5.14(a) hereto, to the best knowledge of Sellers, Pochiluk and Steinbach, there is no charge, complaint, action, order, writ, injunction, judgment or decree outstanding, or Claim, suit, litigation, proceeding, labor dispute, arbitral action or investigation (collectively, "Actions") pending or threatened or anticipated against, relating to or affecting (i) any Seller or the Acquired Assets or (ii) the transactions contemplated hereby, or before or by any Authority, any of which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect. To the best knowledge of Sellers, Pochiluk and Steinbach, no Seller is in default with respect to any judgment, order, writ, injunction or decree of any Authority, and there are no unsatisfied judgments against any Seller. Except as set forth in Schedule 5.14(b), no Seller nor any insurance carrier pursuant to a policy of insurance carried by such Seller (or Sellers) has paid any libel claims in the past five years. Except as set forth in Schedule 5.14(c), there is no reasonable likelihood of an adverse determination of any pending Actions that could, individually or in the aggregate, result in a Material Adverse Effect.

5.15 Compliance with Laws; Permits. (a) Each Seller is substantially in compliance with all applicable Laws of any Authority relating to the Acquired Assets. No Seller has received any written notice to the effect that, or otherwise been advised that, it is not in compliance with any of such Laws, and to the best knowledge of Sellers there is no reason to anticipate that any currently existing circumstances are likely to result in material violations of any such Laws.

(b) Each Seller has all material Permits, authorizations and approvals, each of which is currently valid and in full force and effect, necessary to carry on the business of such Seller; all such Permits, authorizations and approvals held by each Seller are set forth in Schedule 5.15 hereto.

(c) Each Seller (i) has complied with all applicable Laws except where the failure to comply would not have a Material Adverse Effect, (ii) filed in a timely manner all reports and documents it was required to file (and the information contained therein was true, correct and complete in all respects) under all applicable Laws, and (iii) have possession of all records and documents it was required to retain under all applicable Laws.

5.16 Tax Matters.

(a) Filing of Tax Returns. Sellers have timely filed with the appropriate taxing or other governmental Authorities all returns in respect of Taxes (including, without limitation, information returns and other information) required to be filed through the date hereof. The returns and information filed are complete, correct and accurate in all material respects. Sellers have delivered to Buyer complete and accurate copies of Sellers' federal, state, local and foreign tax returns for the taxable years ending in 1993, 1994 and 1995.

(b) Payment of Taxes. All Taxes for which Sellers are liable, in respect of periods or portions thereof ending on or before the Closing Date, have been paid, or an adequate reserve (in conformity with GAAP on a consistent basis) has been established therefor on the March 1997 Balance Sheet, and Sellers have no known material liability for Taxes in excess of the amounts so paid or reserves so established. All Taxes for which Sellers are liable, will be paid, or an adequate reserve (in conformity with GAAP on a consistent basis) will be established therefor on the March 1997 Balance Sheet, and Sellers will have no material liability for Taxes in excess of the amounts to be paid or reserves to be established. All Taxes that Sellers have been required to collect or withhold have been duly collected or withheld and, to the extent required when due, have been or will be duly paid to the proper taxing authority.

(c) Audit History; Tax Liens. Except as set forth in Schedule 5.16 hereto, from and after January 1, 1993 (i) no deficiencies for Taxes of Sellers have been raised, claimed, proposed or assessed by any taxing or other Authority and (ii) Sellers have not received, and Sellers are not aware of the preparation of, any revenue agent's report or other similar report prepared and issued by any Taxing or other Authority with respect to Sellers. To the best of Sellers', Pochiluk's and Steinbach's knowledge, there are no pending or threatened audits, investigations or claims for or relating to any liability in respect of Taxes of Sellers, and there are no matters under discussion with any Authorities with respect to Taxes of Sellers. Audits of federal, state and local returns for Taxes by the relevant taxing authorities have been completed for the periods set forth in Schedule 5.16 hereto. Sellers have not been notified that any Taxing Authority intends to audit a return for any other period. No extension of a statute of limitations relating to Taxes is in effect with respect to Sellers. There are no liens for Taxes (other than for current Taxes not yet due and payable) on Sellers or any of the Acquired Assets.

5.17 Severance Arrangements. Except as set forth in Section 7.2 hereof or in Schedule 5.17 hereto, no Seller nor any Affiliate thereof has entered into any severance or similar arrangement in respect of any Sellers Employees that could result in any obligation (absolute or contingent) of Buyer, any Seller or any other Person to make any payment to any such employees in connection with the transactions contemplated hereby.

5.18 Environmental Matters. (a) Except as set forth in Schedule 5.18 hereto, each Seller is, and at all times has been, in compliance with all Environmental Laws (as defined below), except where the failure to comply would not have a Material Adverse Effect on such Seller or the business of such Seller.

(b) To the best knowledge of Sellers, Pochiluk and Steinbach, except as set forth in Schedule 5.18 hereto, there is no existing or, to the best of Sellers' knowledge, potential Environmental Claim (as defined below), nor has Sellers received any notification or knowledge of alleged, actual or potential responsibility for, or any inquiry or investigation regarding, any disposal, release, or threatened release of any Hazardous Substance (as defined below) with respect to the Facility, the Norwich Offices or the Detroit Offices.

(c) To the best knowledge of Sellers, Pochiluk and Steinbach, except as set forth in Schedule 5.18 hereto, (i) no underground tank or other underground storage receptacle for Hazardous Substances is currently located on the Facility, the Norwich Offices or the Detroit Offices; and (ii) there have been no releases, discharges or emissions of Hazardous Substances upon, from or into the Facility, the Norwich Offices or the Detroit Offices. In addition, to the best knowledge of Sellers, Pochiluk and Steinbach, after due inquiry, there have been no such releases, discharges or emissions on, upon, from or into the Facility, the Norwich Offices or the Detroit Offices by any Seller's corporate predecessors or by others, including tenants.

(d) To the best knowledge of Sellers, Pochiluk and Steinbach, except as set forth in Schedule 5.18 hereto, there are no PCBs or asbestos-containing materials located at or on the Facility, the Norwich Offices or the Detroit Offices.

(e) To the best knowledge of Sellers, Pochiluk and Steinbach, no environmental lien has attached to any facility to be transferred to Buyer under this Agreement.

(f) Definitions.

(i) For purposes of this Agreement, "Environmental Laws" shall mean all federal, state, district, local, and foreign laws, all rules or regulations promulgated thereunder, and all orders, consent orders, judgments, notices, permits, decrees or demand letters issued, promulgated, or entered pursuant thereto, relating to pollution or protection of human health or the environment (including without limitation ambient air, surface water, ground water, land surface, or subsurface strata), including without limitation (i) laws relating to emissions, discharges, releases, or threatened releases of Hazardous Substances into the environment and (ii) laws relating to the identification, generation, manufacture, processing, distribution, use, treatment, storage, disposal, recovery, transport, or other handling of Hazardous Substances.

(ii) For purposes of this Agreement, "Environmental Claims" shall mean all accusations, allegations, notices of violations, liens, claims, demands, suits, notices, notice letters, inquiries, investigations or causes of action for any damage, by any person including without limitation, personal injury, property damage (including any depreciation of property values), lost use of property, or consequential damages, arising directly or indirectly out of Environmental Conditions or Environmental Laws.

(iii) For purposes of this Agreement, "Environmental Conditions" shall mean the state of the environment, including natural resources (e.g., flora and fauna), soil, surface water, ground water, any present or potential drinking water supply, subsurface strata, or ambient air, relating to or arising out of the use, handling, storage, discharge or threatened release of Hazardous Substances (x) by Sellers or its predecessors or successors in interest, agents, Representatives, Affiliates, employees, or independent contractors or (y) in, on, under, about or from the Facility. With respect to Environmental Claims by third parties, Environmental Conditions also include the exposure of Persons to Hazardous Substances at the work place or the exposure of Persons or property to Hazardous Substances migrating from or otherwise emanating from or located on the Facility.

(iv) For purposes of this Agreement, "Hazardous Substances" shall mean all pollutants, contaminants, chemicals, wastes, and any other carcinogenic, ignitable, corrosive, reactive, toxic, or otherwise hazardous substances or materials (whether solids, liquids or gases), including but not limited to any materials, or wastes now or hereafter subject to regulation, control, or remediation under Environmental Laws. By way of example only, the term Hazardous Substances includes petroleum, petroleum derivatives, urea formaldehyde, radon and asbestos.

5.19 Employee Benefit Plans. Except as set forth on Schedule 5.19, no Seller sponsors, maintains or contributes to, nor, to the best knowledge of Sellers, Pochiluk and Steinbach, is any Seller required to contribute to, any bonus, deferred compensation, incentive compensation, stock purchase, stock option, severance or termination pay, hospitalization or other medical, life or other insurance, supplemental unemployment benefits, profit-sharing, pension, or retirement plan, program, agreement, policy or arrangement, and each other employee benefit plan, program, agreement or arrangement, for the benefit of any employee or former employee of such Seller, whether formal or informal and whether legally binding or not (the "Employee Benefit Plans").

5.20 No Brokers. No Seller has nor will have any obligation to pay any finder's fee, brokerage commission or similar payment in connection with the transactions contemplated hereby.

5.21 No Other Agreements to Sell Business or Capital Stock of Sellers. No Seller has any legal obligation, absolute or contingent, to any other Person to sell or effect a sale of any Seller or any or all of the Acquired Assets, to sell or effect a sale of a majority of the shares or voting power of the capital stock of any Seller or to effect any merger, consolidation or other reorganization of any Seller or to enter into any agreement or cause the entering into of any agreement with respect thereto.

5.22 Material Misstatements or Omissions. No representations or warranties made by Sellers, Pochiluk or Steinbach in this Agreement, nor any document, exhibit, statement, certificate or schedule furnished or to be furnished to Buyer pursuant hereto (including, without limitation, the Disclosure Schedules), or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary to make the statements or facts contained therein not misleading. Sellers have disclosed all events, conditions and facts materially affecting (i) the condition (financial or otherwise), properties, liabilities, reserves, working capital, earnings, technology, prospects and relations with clients and employees of Sellers and (ii) the right or ability of Sellers, Pochiluk and Steinbach to consummate the transactions contemplated hereby.

5.23 Solvency; Fair Consideration. Both immediately prior to and after the Closing Date (after giving effect to the consummation of the transactions contemplated hereby), the following statements are and will be true and correct as to Sellers:

(a) No Seller is insolvent or will be rendered insolvent as a result of the consummation of the transactions contemplated hereby. The present fair saleable value of the assets of each Seller, and the assets of each Seller at fair valuation, exceeds such Seller's existing debts and other liabilities (including contingent liabilities).

(b) The property of each Seller does not, and shall not following consummation of the transactions contemplated hereby, constitute unreasonably small capital for such Seller to carry out its business as now conducted and as proposed to be conducted following consummation of the transactions contemplated hereby, including the capital needs of such Seller, taking into account the particular capital requirements of the business conducted by such Seller, and projected capital requirements and capital availability thereof.

(c) No Seller has incurred and does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be received, and of amounts to be payable on or in respect of the debts of Sellers). The cash flow of Sellers, after taking into account all anticipated uses of the cash of Sellers, will at all times be sufficient to pay all amounts on or in respect of the debts of each Seller when such amounts are required to be paid.

(d) Sellers do not believe that any final judgments against any Seller or any actions against any Seller for money damages will be rendered at a time when, or in an amount such that, any Sellers would be unable to satisfy such judgments promptly and in accordance with their terms (taking into account the maximum reasonable amount of such judgments in such actions at the earliest reasonable time at which such judgments might be rendered). The cash flow of Sellers, after taking into account all other anticipated

uses of the cash of Sellers (including the payments on or in respect of the debt referred to above in Section 5.23(c)), will at all times be sufficient to pay all such judgments promptly and in accordance with their terms.

## ARTICLE VI

### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Sellers as follows:

6.1 Organization of Buyer. Buyer is duly organized, validly existing and in good standing under the laws of the State of Delaware, has full power and authority to conduct its business as presently being conducted, or as expected to be conducted immediately following the Closing, and to own and lease its properties and assets. As of the Closing, Buyer will be duly qualified to do business and will be in good standing in each jurisdiction in which such qualification is necessary under applicable laws as the result of the conduct of its business, or the ownership of its properties, except where the failure to be so qualified and in good standing would not have a Material Adverse Effect.

6.2 Authorization. Buyer has all necessary power and authority and has taken all partnership action and has obtained all partnership approvals necessary to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby, and no other proceedings on the part of Buyer are necessary to authorize this Agreement or the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer and is a valid, binding and enforceable obligation of Buyer, enforceable against it in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights generally and (ii) the general principles of equity, regardless of whether asserted in a proceeding in equity or at law.

6.3 No Conflict or Violation. Neither the execution, delivery and performance of this Agreement by Buyer nor the consummation of the transaction contemplated hereby will result in (a) a violation of or a conflict with any provision of the partnership agreement or any other organizational document or agreement of Buyer, (b) a breach of, or a default under any term or provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Buyer is a party, which breach or default would have a Material Adverse Effect, or (c) a violation by Buyer of any Law, which violation would have a Material Adverse Effect.

6.4 Consents and Approvals. Except as set forth in Schedule 6.4 hereto, no consent, approval or authorization of, or declaration, filing or registration with, any Authority, or any other Person, is required to be made or obtained by Buyer in connection with the execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby.

6.5 Litigation. To the knowledge of Buyer, there are no Actions pending or, to the best knowledge of Buyer, threatened against, relating to or affecting the transactions contemplated hereby, or before or by any Authority, any of which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

6.6 No Brokers. Buyer does not have nor will have any obligation to pay any finder's fee, brokerage commission or similar payment in connection with the transaction contemplated hereby.

## ARTICLE VII

### COVENANTS OF SELLERS, POCHILUK, STEINBACH AND BUYER

Sellers, Pochiluk and Steinbach, on the one hand, and Buyer, on the other hand, covenant and agree as follows:

7.1 Consents and Best Efforts. As soon as practicable following the date hereof, Sellers and Buyer will commence all reasonable action to obtain all Required Consents within the time periods set forth in Section 5.8 hereof, all Permits, and to give all notices and make all filings with, any third parties or Authorities as may be necessary to authorize, approve or permit the consummation of the transactions contemplated hereby.

7.2 Employee Matters. (a) Promptly after the Closing, Buyer shall make Qualifying Offers of employment (i) to certain of Sellers' personnel, including Pochiluk and Steinbach (the "Sellers Personnel") employed by Sellers as of the Closing Date, who are selected by Buyer. Attached hereto as Schedule 7.2 is a list of all Sellers Personnel to whom Buyer intends to make Qualifying Offers immediately following the Closing.

(b) Buyer shall have no obligations with respect to Sellers' severance obligations, and Sellers shall be responsible for all notices, costs, expenses and payments to be made to Sellers Employees pursuant to any provision of the Worker Adjustment and Retraining Notification Act (the "WARN Act"), and all employees of Sellers shall be deemed to be Sellers Employees for such purposes. Sellers shall be responsible for, and shall indemnify and hold Buyer harmless against, all Actions and other costs arising out of or relating to employment of any Sellers Employee by Sellers and termination of any employee other than by Buyer in connection with the transactions contemplated hereby. Buyer shall grant the Transferred Employees with credit for all service with Sellers prior to the Closing Date solely for vesting purposes under Buyer's retirement plan. Sellers shall be responsible for all other compensation, employee benefits (including, without limitation, pension, retirement and similar benefits) and all other employee-related costs as such costs relate to, or are in connection with, Seller's former and present employees.

(c) Sellers shall make available to Buyer on and after the Closing such records regarding the Transferred Employees and the Employee Plans as Buyer shall reasonably request; provided, however, that Sellers shall not be required to make available to Buyer such records if the disclosure by Sellers will violate applicable law, or the terms of any confidentiality agreement or confidentiality provision of any Contract between any Seller and a Transferred Employee (each of which confidentiality agreement or Contract is described in Schedule 7.2(c) hereto).

7.3 Assignment of Capital Leases. To the extent Sellers cannot, within sixty (60) days after the Closing Date, obtain the Required Consent to the assignment of any Capital Lease or the Facility Lease, from the other party thereto, Buyer shall not be obligated to assume such Capital Lease or the Facility Lease and Sellers shall be liable for all obligations thereunder. Each of Sellers and Buyer shall use their

respective best efforts to obtain Required Consents from all of the other parties to such Capital Leases and the Facility Lease to the transfer to and assumption by Buyer of the Capital Leases and the Facility Lease.

7.4 No Recourse. Sellers, Pochiluk and Steinbach acknowledge that Buyer is a limited liability partnership. Each Seller, Pochiluk and Steinbach agrees with Buyer that it shall not seek personal judgement against, or levy upon the assets of, any then currently active, retired, withdrawn, deceased or dismissed partner or principal of Buyer, nor against or upon the assets of any such partner's or principal's spouse, family or estate, nor against or upon the assets of any partners or principals who are thereafter admitted to the partnership, for any amounts due or which may become due under or by reason of this Agreement, the Norwich Reimbursement Agreement, the Detroit Reimbursement Agreement, the Bill of Sale, the Facility Lease, the Incentive Bonus Program, or for the performance of any of the obligations of Buyer under this Agreement, and that each Seller, Pochiluk and Steinbach shall be entitled to proceed only against the partnership and the assets of the partnership for any such amounts or for the performance of any such obligations. Each Seller, Pochiluk and Steinbach agrees that for the purposes of the foregoing, the assets of the partnership shall not include (i) any negative capital accounts which may from time to time exist in the partnership; (ii) any obligation of any partner or principal to contribute capital to the partnership pursuant to Buyer's partnership agreement or otherwise; or (iii) any right which the partnership or any trustee or similar Person may otherwise have on behalf of the partnership to require contribution from any of the partners to satisfy debts of the partnership in any bankruptcy, reorganization, or similar proceeding involving the partnership. Each Seller, Pochiluk and Steinbach waives and releases all rights that they may have, whether by statute, common law or otherwise, to enforce this Agreement against the partners or principals of Buyer.

7.5 Continued Business and Existence of Sellers. It is understood that each Seller will continue to exist until the earlier of: (i) three (3) years after the Closing, or (ii) (x) the Accounts Payable and other liabilities of Sellers as reflected on the March 1997 Balance Sheet have been paid in full and (y) the Accounts Receivable as reflected on the March 1997 Balance Sheet have been collected by Sellers; provided, however, that a Seller shall have the right to continue to exist for a longer period of time solely in the event that, and for so long as, such Seller shall be a party to a litigation or arbitration pursuant to which an Authority shall prohibit the dissolution or liquidation of such Seller. While each Seller exists, no Seller shall engage in any activities whatsoever, without Buyer's prior written consent; provided, however, that each Seller shall be permitted to collect any Accounts Receivable of such Seller as reflected on the March 1997 Balance Sheet and to settle any claims in connection therewith and to pay or otherwise satisfy the Accounts Payable and other liabilities of Sellers as reflected on the March 1997 Balance Sheet, each consistent with such Seller's past practices and Sellers shall within one year after the Closing Date cause the Employee Benefit Plans to be terminated, which, with respect to any such Employee Benefit Plan which is intended to be qualified under Section 401(a) of the Code, is in a manner which does not adversely affect such qualification.

7.6 Change of Name. (a) Not later than five (5) business days after the Closing Date, (x) each of Autofacts Inc., Autofacts International and Autofacts Europe shall change its organizational name to eliminate the use of the name "Autofacts," or any derivations thereof in its organizational name; and (y) Prosolve Inc. shall change its organizational name to eliminate the use of the name "Prosolve" or any derivations thereof in its organizational name. Each of Autofacts Inc., Autofacts International, Autofacts Europe and Prosolve Inc. shall promptly provide Buyer with evidence satisfactory to Buyer in its sole discretion of such change by each of them, respectively, of their respective organizational name and, except as otherwise provided in Section 7.6(b) hereof, shall not thereafter use such word or any derivations thereof

in their respective organizational name or in any other manner. Buyer shall be provided with final and definitive drafts of all of the foregoing documentation not later than three (3) business days prior to the Closing Date.

(b) From and after the date specified in Section 7.6(a) above, Buyer shall enter into an exclusive, royalty-free license agreement, dated as of the date hereof, in the form substantially set forth as Exhibit E hereto (the "License Agreement") with Sellers, pursuant to which Buyer shall license to (x) Autofacts, Autofacts International and Autofacts Europe, the name "Autofacts;" and (y) Prosolve Inc., the name "Prosolve;" in each case, for such limited purposes as shall be set forth in such License Agreement.

(c) Sellers shall take all actions reasonably requested by Buyer to permit Buyer to use the names "Autofacts" and "Prosolve" or any derivations thereof in the conduct of the business of Buyer from and after the Closing.

7.7 Payment of Accounts Payable. Sellers shall in good faith pay and satisfy, consistent with past practice, the Accounts Payable of Sellers and all other indebtedness of Sellers, each as reflected on the March 1997 Balance Sheet.

7.8 The Facility and the Facility Lease. The parties hereto agree and acknowledge that Buyer wishes to continue, from the date hereof through and including October 31, 1998, use of the Facility to conduct business involving the services by the Transferred Employees, as well as other employees of Buyer. The parties hereto further agree and acknowledge that the Facility Lease has restrictions and limitations on assignment of that Lease and on the ability of Autofacts Inc. to sublease the Facility. Buyer and Autofacts Inc. shall, prior to Closing, use all reasonable efforts to obtain the consent of the Landlord under the Facility Lease to an assignment of the Facility Lease to Buyer. If the Landlord withholds consent to an assignment of the Facility Lease, but consents to a sublease of the Facility, Buyer shall sublease the Facility from Autofacts Inc. for an amount equal to the total rent payable by Autofacts Inc. Buyer shall enter into the Assignment and Assumption Document, or a sublease (the "Sublease Agreement"), in a form mutually satisfactory to the parties, prior to or on the Closing Date, as appropriate, after determination of the Landlord's position concerning assignment.

7.9 Computer Hardware, Furniture and Equipment in the Facility, Detroit Offices and Norwich Offices. Buyer and Sellers agree that following the Closing Date, Buyer may, at its option, purchase and acquire from Sellers certain of the Fixtures and Equipment located at the Facility, the Detroit Offices and the Norwich Offices (the "Equipment"), which such Equipment is described on Schedule 7.9, at the net book value of such Equipment as shown on such Schedule.

7.10 Reimbursement Leases. (a) From and after the Closing Date until the earlier of the expiration or termination of the Norwich Lease, or until such later time as Buyer, in its sole discretion may determine, Buyer shall pay or reimburse Autofacts Europe, on a monthly basis, payable in advance, for, among other things, Autofacts Europe's rent or space charges (as the case may be) incurred under the Norwich Lease and certain other costs and expenses specifically identified pursuant to the Norwich Reimbursement Agreement.

(b) From and after the Closing Date until the earlier of the expiration or termination of the Detroit Lease, or until such later time as Buyer, in its sole discretion may determine, Buyer shall pay or reimburse Autofacts Inc., on a monthly basis, payable in advance, for, among other things, Autofacts Inc.'s



rent or space charges (as the case may be) incurred under the Detroit Lease and certain other costs and expenses specifically identified pursuant to the Detroit Reimbursement Agreement.

7.11 Transfer of Acquired Assets. Notwithstanding anything in this Agreement to the contrary, Buyer shall have the exclusive right, in its sole and absolute discretion, to assign and direct the transfer and conveyance of any or all of the Acquired Assets and the Assumed Liabilities to any subsidiary or affiliate of Buyer. It is agreed and understood among the parties hereto that nothing in this Section 7.11 shall be construed to have a material adverse effect on the pecuniary interests of any of the employees of Seller (including, without limitation, Pochiluk and Steinbach) effected by such transfer and conveyance.

7.12 Notification to Autofacts Europe Employees. At least three (3) days prior to the Closing Date, the President of Autofacts Europe shall, or shall cause a duly authorized officer of Autofacts Europe to, orally notify each and every employee of Autofacts Europe of the transactions contemplated by this Agreement and the effects, if any, that such transactions shall have upon the terms and conditions of such employees' employment with Autofacts Europe.

## ARTICLE VIII

### CONDITIONS TO SELLERS', POCHILUK'S AND STEINBACH'S OBLIGATIONS

The obligations of Sellers, Pochiluk and Steinbach to consummate the transactions provided for hereby are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived in writing by Sellers, Pochiluk and Steinbach:

8.1 Representations, Warranties and Covenants. All representations and warranties of Buyer contained in this Agreement shall be true and correct at and as of the date of this Agreement and Buyer shall have performed all agreements and covenants required hereby to be performed by it on or prior to the Closing Date.

8.2 No Governmental Proceedings or Litigation. No Action by any Authority shall have been instituted or threatened for the purpose of enjoining or preventing the transactions contemplated hereby or that questions the validity or legality of the transactions contemplated hereby.

8.3 Certificates. Buyer will furnish Sellers with such certificates of its officers and others to evidence compliance with the conditions set forth in this Article VIII as may reasonably be requested by Sellers which shall include (a) a certificate executed by an attorney in the Office of the General Counsel of Buyer certifying that, as of the Closing Date, the conditions set forth in this Article VIII have been satisfied, and (b) the consents of the Management Committee and Board of Partners of Buyer.

8.4 Consents. All permits, consents, approvals and waivers from Authorities and other Persons necessary to permit the consummation of the transactions contemplated hereby by Sellers shall have been obtained.

8.5 Incentive Bonus Program and Employee Letters. Buyer shall have delivered to Sellers a true and complete copy of (i) the Incentive Bonus Program duly executed by Buyer, (ii) the and (ii)

the employee letters, as to those Sellers Employees listed on Schedule 7.2 hereto, substantially in the forms set forth in Exhibit F hereto.

8.6 License Agreement. Buyer shall have delivered to Sellers a true and complete copy of the License Agreement, duly executed by Buyer.

8.7 Norwich Reimbursement Agreement. Buyer shall have delivered to Autofacts Europe a true and complete copy of the Norwich Reimbursement Agreement, duly executed by Buyer.

8.8 Detroit Reimbursement Agreement. Buyer shall have delivered to Autofacts Inc. a true and complete copy of the Detroit Reimbursement Agreement, duly executed by Buyer.

## ARTICLE IX

### CONDITIONS TO BUYER'S OBLIGATIONS

The obligations of Buyer to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived in writing by Buyer:

9.1 Representations, Warranties and Covenants. All representations and warranties of Sellers, Pochiluk and Steinbach contained in this Agreement shall be true and correct at and as of the date of this Agreement and the Closing Date and Sellers, Pochiluk and Steinbach shall have performed all agreements and covenants required hereby to be performed by Sellers, Pochiluk and Steinbach prior to or at the Closing Date.

9.2 Required Consents and Approvals. All Required Consents, including the consent of the Management Committee and Board of Partners of Buyer, shall have been obtained.

9.3 No Governmental Proceedings or Litigation. Except as set forth in Schedule 9.3, no Action by any Authority shall have been instituted or threatened for the purpose of enjoining or preventing the transactions contemplated hereby, that questions the validity or legality of the transactions contemplated hereby, or that could reasonably be expected to affect (i) the value of the Acquired Assets or business of any Seller or (ii) the right or ability of Buyer to own, operate or possess any of the Acquired Assets after the Closing.

9.4 Opinion of Counsel. Sellers (other than Autofacts Europe) shall have delivered to Buyer an opinion of Riley, Riper, Hollin & Colagreco, counsel to Sellers, Pochiluk and Steinbach ("Sellers' Counsel"), dated as of the Closing Date, in form and substance satisfactory to Buyer, to the effect that:

(a) Each Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation; each Seller is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the ownership of its property or nature of its business requires such qualification and where the failure to be so qualified would have a Material Adverse Effect.

(b) Each Seller has all necessary corporate power and authority to own, lease and operate the Acquired Assets, relating to the business of such Seller, and its respective business, and to enter into this Agreement and the Bill of Sale and the documents to be delivered by Sellers on the Closing Date to effect the transfer and assignment to Buyer of all right, title and interest in and to the Acquired Assets (this Agreement and the Bill of Sale, collectively, the "Transfer Documents"), to consummate the transactions contemplated hereby and to perform its respective obligations hereunder.

(c) All corporate actions by each Seller and its respective stockholders required in order to authorize the execution, delivery and performance of the Transfer Documents, and the consummation of the transactions contemplated hereby have been duly and validly taken.

(d) Each of the Transfer Documents has been duly executed and delivered by Sellers, Pochiluk and Steinbach and constitutes the legal, valid and binding obligation of Sellers, Pochiluk and Steinbach, enforceable against each Seller, Pochiluk and Steinbach in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights generally or by equitable principles (whether considered in an action at law or in equity).

(e) Neither the execution and delivery of this Agreement by Sellers, Pochiluk or Steinbach nor the consummation of the transactions contemplated hereby will (i) violate any of the Certificate of Incorporation or bylaws of any Seller; (ii) to the knowledge of Sellers' Counsel breach, or cause a default under, any term or provision of any material contract or agreement to which any Seller, Pochiluk or Steinbach is a party; or (iii) violate any Law applicable to any Seller, Pochiluk or Steinbach which would have a Material Adverse Effect.

(f) No authorization, consent, order, permit or approval of, or filing with, any local, state or federal Authority, or any other Person, is required for the execution and delivery of the Transfer Documents by Sellers, Pochiluk and Steinbach or the consummation by Sellers, Pochiluk and Steinbach of the transactions contemplated hereby or thereby except as set forth in this Agreement.

(g) Each Seller has all Permits required for Buyer to continue conducting the business of such Seller consistent with such Seller's past practice.

(h) Except as set forth on Schedule 5.14, no Action is pending or, to the best knowledge of such counsel, threatened against any Seller or any of its properties or businesses or the transactions contemplated hereby.

(i) The execution, delivery and performance of this Agreement by Sellers, Pochiluk and Steinbach will not violate or result in a failure to comply with any Law applicable to the business or operations of any Seller, Pochiluk and Steinbach, and each Seller, Pochiluk and Steinbach has all material Permits, franchises and other authority required under state and federal law to conduct its business as now being conducted.

(j) The Transfer Documents to be delivered by Sellers on the Closing Date to effect the transfer and assignment to Buyer of all of each Seller's right, title and interest in and to the Acquired Assets are effective to do so.

9.5 No Material Adverse Effect. No event which could have a Material Adverse Effect shall have occurred.

9.6 Certificates of Sellers. Sellers shall furnish Buyer with such certificates of their respective officers and others to evidence compliance with the conditions set forth in this Article IX as may be reasonably requested by Buyer, which shall include, but not be limited to:

(a) A certificate executed by the Secretary of each Seller certifying as of the Closing Date (i) a true and complete copy of each Certificate of Incorporation of each Seller and all amendments thereto, certified as of a recent date by the Secretary of State of the state of incorporation of such Seller; (ii) a true and complete copy of each of the bylaws of such Seller; and (iii) a true and correct copy of the resolutions and/or minutes of meetings of the board of directors and of the stockholders of each Seller authorizing the execution, delivery and performance of this Agreement by such Seller and the consummation of the transactions contemplated hereby;

(b) A certificate executed by the President of each Seller certifying that, as of the Closing Date, the conditions set forth in Article IX with respect to such Seller have been satisfied;

(c) A certificate of good standing of each Seller issued by the Secretary of State or such other appropriate officer of the state of incorporation or such other jurisdiction of such Seller;

(d) A copy of the certificate of authority to do business of each Seller, certified by the appropriate Secretary of State or equivalent authority, in each state where such Seller is qualified to do business;

(e) Any and all forms, certificates and/or other instruments required to pay the transfer and other applicable conveyance Taxes and charges arising from the transactions contemplated hereby, together with evidence reasonably satisfactory to Buyer that such transfer Taxes and charges have been paid;

(f) A certificate of non-foreign status with respect to each Seller (other than Autofacts Europe) pursuant to section 1445 of the Code; and

(g) Such other separate instruments of sale, assignment or transfer and such other documents executed by Sellers and/or any third party, if necessary, that Buyer may reasonably deem necessary or appropriate in order to perfect, confirm or evidence title to all or any part of the Acquired Assets as required by this Agreement or to otherwise consummate the transactions contemplated hereby.

9.7 Latest Financial Statements, the Latest Balance Sheet and the March 1997 Balance Sheet. Buyer shall have received and approved, in its sole discretion, the form and substance of the Latest Financial Statements, the Latest Balance Sheet and the March 1997 Balance Sheet.

9.8 Chief Financial Officer Certificate. Buyer shall have received a certificate executed by the President of each Seller certifying as of the Closing Date a true, correct and complete March 1997 Balance Sheet.

9.9 Consents. All of the Contracts shall have been assigned to Buyer and all Required Consents shall have been obtained or granted, including without limitation, Required Consents to the

assignment of the Contracts set forth on Schedule 5.7 hereto and the Leases set forth in Schedule 5.5 hereto, which Required Consents shall not in any manner restrict the ability of Buyer and its Affiliates to operate the Acquired Assets and conduct the business of each Seller as previously conducted.

9.10 Tax Matters. No new elections with respect to Taxes, or changes in current elections with respect to Taxes, affecting any Seller shall have been made after the date of this Agreement without the prior consent of Buyer.

9.11 Disclosure Schedules. Sellers shall have delivered the Disclosure Schedules to Buyer at least five (5) business days prior to the Closing Date. The Disclosure Schedules shall have been updated to be true, correct and complete as of the Closing Date and delivered immediately prior to the Closing.

9.12 Incentive Bonus Program. Sellers shall have delivered to Buyer a true and complete copy of the Incentive Bonus Program duly executed by each of Pochiluk and Steinbach.

9.13 Stockholder and Director Approval. The board of directors and stockholders entitled to vote on such matters of each Seller shall have approved this Agreement and the transactions contemplated hereby.

9.14 Change of Name. Each of Autofacts Inc., Autofacts Europe and Autofacts International shall have prepared the requisite documentation in order to cause each of Autofacts Inc., Autofacts Europe and Autofacts International, as the case may be, to change its respective name no later than five (5) business days after the Closing Date to eliminate the use of the word "Autofacts" or any derivations thereof from its organizational name. Prosolve Inc. shall have prepared the requisite documentation in order to cause Prosolve Inc. to change its name no later than five (5) business days after the Closing Date to eliminate the use of the word "Prosolve" or any derivations thereof from its organizational name.

9.15 License Agreement. Sellers shall have delivered to Buyer a true and complete copy of the License Agreement, duly executed by a duly authorized officer of each Seller.

9.16 Accounts Receivable. The Accounts Receivable of Sellers as of the Closing Date shall not exceed the amount of \$765,418.

9.17 Norwich Reimbursement Agreement. Autofacts Europe shall have delivered to Buyer a true and complete copy of the Norwich Reimbursement Agreement, duly executed by a duly authorized officer of Autofacts Europe.

9.18 Detroit Reimbursement Agreement. Autofacts Inc. shall have delivered to Buyer a true and complete copy of the Detroit Reimbursement Agreement, duly executed by a duly authorized officer of Autofacts Inc.

9.19 Notification to Autofacts Europe Employees. Autofacts Europe shall have delivered to Buyer a certificate executed by the President of Autofacts Europe certifying that, he has orally notified, or has caused a duly authorized officer of Autofacts Europe to orally notify, each and every employee of Autofacts Europe of the transactions contemplated by this Agreement and the effects, if any, that such

transactions shall have upon the terms and conditions of such employees' employment with Autofacts Europe.

## ARTICLE X

### COVENANTS NOT TO COMPETE

10.1 Non-Competition Period. Sellers acknowledge and agree that the its business is conducted worldwide (the "Territory") and that the reputation and goodwill of Sellers is an integral part of the success of such business throughout the Territory. If Sellers deprive Buyer of any of the goodwill of Sellers or in any manner utilizes its reputation and goodwill in competition with Buyer, Buyer will be deprived of the benefits it has bargained for pursuant to this Agreement. Accordingly, as an inducement for Buyer to enter into this Agreement, Sellers agrees that during the period commencing on the Closing Date and ending on the fifth anniversary thereof (the "Non-Competition Period") Sellers shall not, without Buyer's prior written consent, directly or indirectly, own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be connected as a director, officer, employee, partner, consultant or otherwise with, any profit or non-profit business or organization in the Territory, that, directly or indirectly, competes with, or is about to compete with, the business of any Seller as it shall exist immediately prior to the Closing Date or as developed by Buyer following the Closing Date. In addition, during the Non-Competition Period, no Seller shall, without Buyer's prior written consent, have any direct or indirect equity interest in any such business or organization, other than as a 5% or less stockholder of a public corporation.

10.2 Enforceability. In the event the agreement in this Article X shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, it shall be interpreted to extend only over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action.

10.3 Non-Competition by Sellers. During the Non-Competition Period, no Seller shall solicit, raid, entice, induce or contact, or attempt to solicit, raid, entice, induce or contact, any Person that is a Restricted Client (as hereinafter defined) of any Seller to become a Restricted Client of any other Person for products or services similar to, or competitive with, those products and services sold, rented, leased, rendered or otherwise made available to Restricted Clients as well as products and services in any stage of development by any Seller or Buyer although not yet commercialized or not generally available, or approach any such Person for such purpose or authorize the taking of such actions by any other Person or assist or participate with any such Person in taking such action. During the Non-competition Period, no Seller shall solicit, raid, entice, induce, hire or contact, or attempt to do the same with respect to any current or former employee of any Seller to become associated with, or perform services of any type that Buyer can render on behalf of, any Seller or any employer or third party. The term "Restricted Client" shall include: (i) clients of Buyer and Sellers; (ii) clients that have used the products or services of any Seller or Buyer within the five (5) year period prior to the Closing Date; and (iii) Persons to whom any Seller has mailed, sent or delivered, within the five (5) year period prior to the Closing Date, sales materials of Sellers. During the Non-Competition Period, no Seller shall make any statement or other communication that impugns or attacks the reputation or character of Buyer or their respective Affiliates or its or their Representatives, or damages the

goodwill of Buyer or its Affiliates or its or their Representatives, take any action that would interfere with any contractual or client relationships of Buyer or its Affiliates or its or their Representatives, including but not limited to any action that would result in a diminution of business, or otherwise take any action that is detrimental to the best interests of Buyer or its Affiliates.

10.4 Replication of Business; Restricted Clients; Non-Solicitation or Hire.

Notwithstanding anything to the contrary contained in this Agreement, in no event shall any Seller replicate or replace (through acquisition or otherwise) its respective business, and hereby represents, warrants and covenants that it has no intent to, and shall not, do so during the Non-Competition Period. During the Non-Competition Period, no Seller shall solicit nor hire individuals to whom Buyer has made a Qualifying Offer. In addition, during the Non-Competition Period, no Seller shall provide, to Restricted Clients, services of the type provided by any Seller to such Restricted Clients during the five (5) year period preceding the Closing Date.

10.5 Confidential Information. Sellers acknowledge that the Confidential Information (as defined below) of Sellers is valuable and proprietary to it and agree not to, directly or indirectly, use, publish, disseminate, describe or otherwise disclose any Confidential Information or Developments (as defined below) of Seller without the prior written consent of Buyer. Buyer, its representatives, agents and employees acknowledge that the Confidential Information of Sellers is valuable and proprietary to it and agree not to, directly or indirectly, use, publish, disseminate, describe or otherwise disclose any Confidential Information or Developments of Sellers. For purposes of this Agreement, "Confidential Information" shall mean with respect to Sellers all confidential information of Sellers, its Affiliates and Representatives existing on or prior to the Closing Date, including information entrusted to Sellers, its respective Affiliates and Representatives by others. Without limiting the generality of the foregoing, Confidential Information with respect to Sellers, its respective Affiliates and Representatives shall include: (a) client lists, subscription lists, circulation lists, lists of potential clients and details of agreements with clients of Sellers; (b) acquisition, expansion, marketing, financial and other business information, projections and plans relating to Sellers; (c) research and development relating to Sellers; (d) computer programs and computer software relating to Sellers; (e) sources of supplies and supplier lists of Sellers; (f) identity of specialized consultants and contractors and Confidential Information developed for Sellers; (g) purchasing, operating and other cost data relating to Sellers; (h) special client needs, cost and pricing data relating to Sellers; (i) employee information; and (j) information furnished pursuant to Section 11.1 hereof. Confidential Information also includes information recorded in manuals, memoranda, projections, minutes, plans, drawings, designs, formula books, specifications, computer programs and records relating to Sellers; whether or not legended or otherwise identified as Confidential Information, as well as information that is the subject of meetings and discussions and not so recorded; provided, however, that Confidential Information shall not include any information which (i) is or becomes generally available to the public other than as a result of disclosure by Sellers, (ii) becomes available to Sellers on a non-confidential basis from a source other than Buyer, Sellers or one of their respective Affiliates, which source is not bound by a confidentiality agreement or other duty of confidentiality with respect to such Confidential Information and (iii) Sellers becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, criminal or civil investigative demand or other legal process or requirement) to disclose. In the case of clause (iii) of the preceding sentence, Sellers will provide Buyer with prompt written notice of such request or requirement so that Buyer may seek a protective order or other appropriate remedy or relief and/or waive compliance with the provisions of this Agreement prior to such disclosure and consult with Sellers to a reasonable extent on the advisability of taking steps to resist or narrow the scope of such request or requirement. For purposes of this Agreement, "Developments" shall mean all data, concepts, ideas, findings, discoveries, developments,

programs, designs, inventions, improvements, methods, practices and techniques, whether or not patentable, relating to the present and planned, future activities and the products and services of Sellers.

10.6 Specific Performance; Injunctive Relief. Sellers, Pochiluk and Steinbach acknowledge that a breach of any of the covenants contained in this Article X will cause irreparable damage to Buyer, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, Sellers, Pochiluk and Steinbach, on the one hand, and Buyer, on the other hand, agree that if any one of them breaches the covenants contained in this Article X, in addition to any other remedy that may be available at law or in equity, Sellers, Pochiluk and Steinbach or Buyer, as the case may be, shall be entitled to specific performance and injunctive relief, without posting bond or other security.

## ARTICLE XI

### ACTIONS BY SELLERS AND BUYER

11.1 Books and Records. Sellers, on the one hand, and Buyer, on the other hand, agree that each will cooperate with and make available to the other, during normal business hours, all Books and Records, information and employees (without substantial disruption of employment) retained and remaining in existence after the Closing Date that are necessary or useful in connection with any Tax return, inquiry, audit, investigation or dispute with respect to Taxes, any litigation or investigation or any other matter requiring any such Books and Records, information or employees for any reasonable business purpose. Without limiting the foregoing, Buyer and Sellers shall retain, until the applicable statutes of limitations (including any extensions thereof) have expired, copies of Books and Records related to Taxes for all tax periods or portions thereof ending before or including the Closing Date and shall not destroy or otherwise dispose of any such records without first providing the other party with a reasonable opportunity to review and copy the same. The party requesting any such Books and Records, information or employees shall bear all of the out-of-pocket costs and expenses (including without limitation, attorneys' fees, but excluding reimbursement for salaries and employee benefits) reasonably incurred in connection with providing such Books and Records, information or employees. Notwithstanding the foregoing, Buyer shall not be required to give access to such Books and Records to any Representative of Sellers that is a "Big Six" accounting firm.

11.2 Survival of Representations, Etc. All statements contained in the Disclosure Schedules or in any exhibit, schedule, certificate or instrument of conveyance delivered by or on behalf of the parties pursuant to this Agreement or in connection with the transactions contemplated hereby shall be deemed to be representations and warranties by the parties delivering the same hereunder. The representations, warranties, covenants and agreements of Sellers, Pochiluk, Steinbach contained herein and as provided in the preceding sentence shall survive the Closing Date, without limitation, through and including the fourth anniversary of the Closing Date; provided that the covenants contained in Article X shall survive as provided therein; provided, further however, that the rights of any indemnified party to indemnification hereunder shall only apply to those Claims for which written notice shall have been delivered to the indemnifying party on or before the fourth anniversary of the Closing Date.

11.3 Indemnifications.



(a) By Sellers, Pochiluk and Steinbach. Sellers, Pochiluk and Steinbach agree that each shall, jointly and severally, indemnify, save and hold harmless Buyer, its Affiliates, and their respective Representatives (collectively, the "Buyer Indemnified Parties"), from and against any and all costs, losses not caused by the Buyer Indemnified Parties, liabilities, damages, lawsuits, deficiencies, Claims and expenses (whether or not arising out of third-party Claims), including, without limitation, interest, penalties, additions, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing (herein, collectively, the "Damages"), incurred in connection with or arising out of or resulting from (i) all liabilities of Sellers arising prior to, on or after the Closing Date, based on acts, omissions or conditions occurring or failing to occur, prior to, or on the Closing Date; (ii) any breach of any representation, warranty, covenant or agreement made by Sellers, Pochiluk or Steinbach in or pursuant to this Agreement (whether or not such Claims or causes of action with respect thereto are described, listed or reflected on the Disclosure Schedules); (iii) any and all liabilities for workers compensation, severance or other employment-related liabilities of Sellers (except for liabilities incurred by Autofacts Europe under the applicable laws of the United Kingdom related solely to the transfer of the employees of Autofacts Europe to Buyer, or an affiliate of Buyer), including, without limitation, all litigation costs arising out of or relating to employment of any Sellers Employee by Sellers or their respective Affiliates, and the termination other than by Buyer of any Sellers Employee in connection with the transactions contemplated hereby (whether or not such liabilities are described, listed or reflected on the Disclosure Schedules); (iv) any liabilities of Sellers in respect of any Taxes (whether or not such liabilities are described, listed or reflected on the Disclosure Schedules); (v) any liabilities arising out of the Facility Lease, the Detroit Lease or the Norwich Lease or out of the presence, release or disposal of any Hazardous Substances, or arising out of Environmental Claims or the violation of any Environmental Laws prior to the Closing Date (whether or not such liabilities are described, listed or reflected on the Disclosure Schedules); (vi) any Excluded Liability of Sellers being imposed or threatened to be imposed upon Buyer, its Affiliates or subsidiaries or any of its or their respective Representatives by reason of Buyer's status as transferee of any of Sellers' businesses or the Acquired Assets of Sellers or otherwise prior to the Closing Date; (whether or not such liabilities are described, listed or reflected on the Disclosure Schedules); and (vii) any and all Damages resulting from any libel or defamation suits based upon the contents of the Publications on or before the Closing Date. The term "Damages" as used in this Section 11.3 is not limited to matters asserted by third parties against Sellers, Pochiluk, Steinbach or Buyer, but includes Damages incurred or sustained by Sellers, Pochiluk, Steinbach or Buyer in the absence of third party claims.

(b) By Buyer. Buyer shall indemnify, save and hold harmless Sellers, Pochiluk and Steinbach, the respective Affiliates of Sellers, and their respective Representatives (collectively, the "Seller Indemnified Parties"), from and against (i) any and all Damages, incurred in connection with or arising out of or resulting from any breach of any representation, warranty, covenant or agreement, or the inaccuracy of any representation or warranty, made by Buyer in or pursuant to this Agreement (whether or not such Claims or causes of action with respect thereto are described, listed or reflected on the Disclosure Schedules), provided, that Buyer shall only indemnify, save and hold harmless the Seller Indemnified Parties for Damages not directly caused by any of them; and (ii) any and all liabilities incurred by Autofacts Europe under the applicable laws of the United Kingdom related solely to the transfer of the employees of Autofacts Europe to Buyer, or an affiliate of Buyer.

(c) Defense of Claims. If any action or proceeding (including any governmental investigation or inquiry by any Authority) shall be brought or asserted or threatened to be brought or asserted against an indemnified party in respect of which indemnity may be sought from an indemnifying party, such indemnified party shall promptly notify the indemnifying party in writing, and the indemnifying party may,

in its sole discretion, promptly upon receipt of such notice, assume the defense thereof, including the employment of counsel (who may be counsel for the indemnifying party) reasonably satisfactory to such indemnified party and the payment of all expenses therefor. The indemnifying party shall not, except with the written consent of the indemnified party (or if such consent is unreasonably withheld), consent to the entry of a judgment or settlement. If the indemnifying party elects to assume the defense of any such action or proceeding, the indemnified party shall have the right, in its sole discretion, to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be the expense of such indemnified party unless (a) the indemnifying party has agreed to pay such fees and expenses or (b) the indemnifying party shall have elected not to assume the defense of such action or proceeding or shall have failed to promptly assume the defense of such action or proceeding or shall have failed to employ counsel satisfactory to such indemnified party in any such action or proceeding or (c) the named parties to any such action or proceeding (including any impleaded parties) include both such indemnified party and the indemnifying party, and such indemnified party shall have been advised by counsel that there may be one or more legal defenses available to such indemnified party that are different from or additional to those available to the indemnifying party (in which case, if such indemnified party notifies the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such action or proceeding on behalf of such indemnified party, it being understood, however, that the indemnifying party shall not, in connection with any one such action or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys at any time for such indemnified party and any other indemnified parties, which firm shall be designated in writing by such indemnified parties). The indemnifying party shall not be liable for any settlement of any such action or proceeding effected without its written consent, but if settled with its written consent (which shall not be unreasonably withheld), or if there be a final judgment for the plaintiff in any such action or proceeding, the indemnifying party agrees to indemnify and hold harmless such indemnified parties from and against any loss or liability by reason of such settlement or judgment. If either party shall claim indemnification for Damages hereunder for any claim other than a third party claim, the indemnified party shall promptly notify the indemnifying party of the nature of the claim and the amount of the Damages and payment therefor shall be made by the indemnifying party forthwith upon receipt of such notice. In addition, the indemnified party shall cooperate with the indemnifying party and its Representatives in connection with the defense or investigation of any claim or other matter for which indemnification is sought, as reasonably requested by the indemnifying party (including by providing access to Books and Records and Representatives of the indemnified party on reasonable request, provided that such access does not unreasonably interfere with Buyer's business).

(d) Right of Set-Off. To secure the performance of the indemnification obligations of Sellers, Pochiluk and Steinbach hereunder, Buyer may, but shall in no event be obligated to, set-off the amount of any Damages Buyer may have pursuant to this Section 11.3 until the aggregate amount set-off hereunder equals the amount of such Damages against the Incentive Bonus described in the Incentive Bonus Program; provided, however, that such set-off shall not be made against any partnership compensation or share to which Pochiluk or Steinbach may in the future become entitled; and provided, further, however, that the provisions contained in Section 12.11 hereof shall comply to any set-off hereunder. Nothing herein shall be deemed or construed to limit Buyer's right to make a claim for indemnification under Section 11.3(a) for any and all Damages.

11.4 Further Assurances. (a) Upon the Closing and during the one-year period thereafter, senior management of each Seller (including its respective board of directors) will use its best efforts to (i) effectuate the transition of the ownership of the business of each Seller to Buyer and (ii) ensure the retention by Buyer of key clients and employees of Sellers.

(b) Each of Buyer and Sellers shall use all commercially reasonable efforts to take all action and to do all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement (including, without limitation, satisfying the closing conditions set forth in Articles VIII and IX hereof). Following the Closing (and subject to the parties' confidentiality obligations under this Agreement), the parties hereto shall furnish to each other and their respective Representatives such necessary and available information as may reasonably be requested in connection with Tax, accounting and similar matters relating to the Acquired Assets or the business of each Seller prior to or after the Closing. In addition, Sellers agree to execute such documents and take such actions as may reasonably be requested by Buyer's Representatives and otherwise cooperate with Buyer and its Affiliates and its Representatives.

(c) In addition, each Seller agrees promptly to deliver or remit to Buyer other assets that are Acquired Assets that Sellers may have, or that may come into the possession of any Seller after the Closing, including, but not limited to, any payments received in respect of work-in-process, or payments or deposits that are Acquired Assets. Sellers agree that any other assets required to be delivered or remitted to Buyer pursuant to the preceding sentence shall be held in trust by Sellers until they are so delivered or remitted and shall not be deemed assets of Sellers for any purpose, or commingled with other assets of Sellers, until so delivered or remitted. In addition, Buyer agrees promptly to reimburse Sellers for expenditures made by Sellers after the Closing Date in the ordinary course of the businesses to which the Acquired Assets relate consistent with the past practices of such respective businesses; provided, however, that any and all of Sellers' counsel fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall not be construed in any manner whatsoever to be deemed an expenditure of a Seller or Sellers pursuant to which Buyer shall be obligated to reimburse such Seller or Sellers under this Section 11.4(c).

11.5 Public Announcements. Buyer, Sellers, Pochiluk and Steinbach will consult with each other before issuing any press release or making any public statements with respect to this Agreement and the transactions contemplated hereby and, except as agreed upon between the parties hereto or as may be required by applicable law will not issue any such press release or make any such public statement.

## ARTICLE XII

### MISCELLANEOUS

12.1 Assignment. The parties to this Agreement may not assign their rights or obligations under this Agreement without the prior written consent of all other parties to this Agreement.

12.2 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given: (i) upon receipt if personally delivered; (ii) when transmitted with confirmation of transmission if transmitted by telecopy or facsimile; (iii) the day after it is sent, if sent for next day delivery to a domestic

address by recognized overnight courier service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent:

If to Sellers, Pochiluk or Steinbach to:

Autofacts, Inc.  
1595 Paoli Pike, P.O. Box 2389  
West Chester, Pennsylvania 19380-0124  
Facsimile: (609) 429-3041  
Attention: Messrs. William R. Pochiluk and  
Peter Steinbach

with a copy to:

Riley, Riper, Hollin & Colagreco  
Daylesford Plaza  
1436 Lancaster Avenue, P.O. Box 568  
Paoli, Pennsylvania 19301  
Facsimile: (610) 647-1580  
Attention: Robert Holtz, Esq.

If to Buyer, addressed to:

Coopers & Lybrand L.L.P.  
400 Renaissance Center  
Detroit, Michigan 48243  
Facsimile: (313) 446-7506  
Attention: Mr. John J. Ferron

with a copy to:

Coopers & Lybrand L.L.P.  
Office of the General Counsel  
1251 Avenue of the Americas  
New York, New York 10020  
Facsimile: (212) 536-2517  
Attention: Michael Garrett, Esq.

and with a copy to:

Battle Fowler LLP  
Park Avenue Tower  
75 East 55th Street  
New York, New York 10022  
Facsimile: (212) 856-7814  
Attention: Charles H. Baker, Esq.

or to such other place and with such other copies as either party may designate as to itself by written notice to the others.

12.3 Releases. In consideration of the execution of this Agreement and other good, fair and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Sellers, Pochiluk and Steinbach, on the one hand, and Buyer, on the other hand, hereby agree that in the event the Closing has not occurred on or before May 15, 1997 (unless extended by mutual agreement of the parties), each of the parties hereby releases and discharges the other, its Affiliates and their respective Representatives from all actions, causes of actions, suits, claims and demands which each may have against any other as a result of the transactions contemplated hereby not having been consummated.

12.4 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements to be performed therein.

12.5 Entire Agreement; Amendments and Waivers. This Agreement, together with all Exhibits and Schedules hereto (including, without limitation, the Disclosure Schedules), constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

12.6 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.7 Expenses. Except as expressly set forth in this Agreement, Buyer shall pay for its, and Sellers, Pochiluk and Steinbach shall each pay for its respective legal, accounting, brokerage, investment banking, out-of-pocket and all other fees, costs and expenses which they incur or cause to be incurred in connection with the preparation, negotiation, execution and delivery of this Agreement, and the transactions contemplated hereby and thereby.

12.8 Invalidity. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

12.9 Titles. The titles, captions or headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of this Agreement.

12.10 Burden and Benefit. This Agreement shall be binding upon and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. There are no third party beneficiaries of this Agreement; except, that any Person that is not a party to this Agreement but, by the terms of Section 12.1, is entitled to indemnification, shall be considered a third party beneficiary of this Agreement, with full rights of enforcement as though such Person was a signatory to this Agreement.

12.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies of either party hereto are cumulative of each other and of every other right or remedy such party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. Notwithstanding anything else in this Agreement, Sellers, Pochiluk and Steinbach shall have thirty (30) days to cure (the "Cure Period"), but only to the extent actually curable, any of their respective breaches of any representation, warranty or covenant hereunder following written notice by Buyer of such breach; provided, however, that such Cure Period shall not apply to any representation, warranty or covenant of Sellers, Pochiluk or Steinbach pursuant to which the period of time (x) to which such covenant is required by this Agreement to be performed by any of Sellers, Pochiluk and Steinbach, or (y) relevant to such representation or warranty shall be shorter than the Cure Period. In addition, Sellers, Pochiluk and Steinbach shall indemnify, save and hold harmless the Buyer Indemnified Parties from and against any and all Damages sustained or incurred by any of the Buyer Indemnified Parties during the Cure Period.

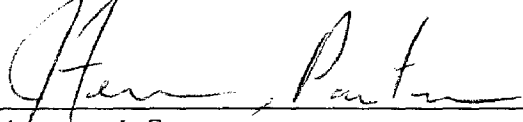
12.12 Definition of Knowledge. Any reference in this Agreement or in any certificate delivered pursuant hereto to the "knowledge" of any Seller, Sellers, Pochiluk or Steinbach shall include all matters which each Seller, Pochiluk, Steinbach, or any other officer, director or stockholder of any Seller, or any former officer, director or stockholder of any Seller actually knew or should have known after diligent inquiry. In making each representation or warranty set forth in this Agreement and any certificate delivered pursuant hereto which is qualified by any such expression as to the knowledge of any Seller, Sellers, Pochiluk or Steinbach, such Seller (or Sellers), Pochiluk or Steinbach hereby represents and warrants that it has duly and diligently inquired of all relevant officers, directors and stockholders and former officers, directors and stockholders of each Seller, its respective Affiliates and all other relevant Persons as to the accuracy and completeness of such representation or warranty.

**[SIGNATURE PAGES TO FOLLOW]**

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

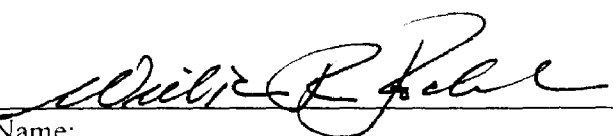
**BUYER:**

COOPERS & LYBRAND L.L.P.


By:   
Name: J. Ferron  
Title: Partner, Coopers & Lybrand Consulting

**SELLERS:**

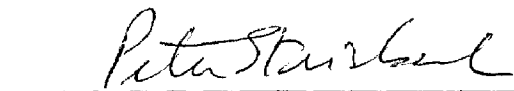
AUTOFACTS, INC.

By:   
Name:  
Title: *PRESIDENT*

AUTOFACTS, INTERNATIONAL, INC.

By:   
Name:  
Title: *PRESIDENT*

AUTOFACTS EUROPE, LTD.

By:   
Name:  
Title: *CHAIRMAN*

PROSOLVE, INC.

By: Peter Steinbach  
Name:  
Title: PRESIDENT

William R. Pochiluk  
William R. Pochiluk, individually

Peter Steinbach  
Peter Steinbach, individually



**ASSET ACQUISITION AGREEMENT**

by and among

**COOPERS & LYBRAND L.L.P**

and

**AUTOFACTS, INC., WILLIAM R. POCHILUK, PETER STEINBACH, et al**

**SCHEDULE 5.4**

**INTELLECTUAL PROPERTY MATTERS**

Trademark Registrations in the United States

- |                                     |   |
|-------------------------------------|---|
| 1. "Autofacts"                      | Registration No. 1,634,318<br>Registered February 5, 1991 |
| 2. "Autoguide"                      | Registration No. 1,672,453                                |
| 3. "Autofacts Early Warning Report" | Registration No. 1,896,158<br>Registered May 30, 1995     |

Trademark Registrations Outside the United States

None

Steps to be Taken to Maintain and Protect Rights

On or about January 5, 1997, Autofacts, Inc. became eligible to file with the U.S. Patent and Trademark Office an Affidavit of 5-Year Use certifying that it has been using the mark "Autoguide" continuously for five years. Upon the filing of such an affidavit, Autofacts, Inc.'s use of that mark will become substantially incontestible, provided that Autofacts, Inc. files such affidavit on or before January 5, 1998. Autofacts, Inc. has not filed such affidavit as of the Closing Date.

Third Parties Infringing on Rights of Sellers

Sellers are aware of a company in upstate New York that uses the name "1-900-Autofacts." That company apparently publishes information concerning retail prices for automobiles. It apparently sells its information to the public, at retail, by receiving a share of the telephone charges its customers incur when they call the "900" number. Sellers believe that that company serves a completely different market from that served by Sellers, uses a different channel of distribution than that used by Sellers, and markets a different product than those used by Sellers, and accordingly, that that company's use of the mark "Autofacts" does not cause any confusion in the market.