SHARE EXCHANGE AGREEMENT

BETWEEN

THE SHAREHOLDERS OF ENABLENCE INC.

AND

PACIFIC NORTHWEST PARTNERS LIMITED

AND

ENABLENCE INC.

MADE AS OF

May 12, 2006

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SHARE EXCHANGE AGREEMENT

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THIS AGREEMENT made as of May 12, 2006;

B E T W E E N:

The Shareholders of Enablence Inc. who are signatories hereto
(hereinafter referred to as the "Shareholders"),

OF THE FIRST PART,

- and -

Pacific Northwest Partners Limited, a corporation incorporated under the laws of the Province of British Columbia
(hereinafter referred to as "PNP"),

OF THE SECOND PART,

- and -

Enablence Inc., a corporation incorporated under the laws of Canada
(hereinafter referred to as "Enablence"),

OF THE THIRD PART.

WHEREAS the Shareholders desire to sell and PNP desires to purchase the Target Shares, against issue of the Initial Consideration Shares, upon and subject to the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained, including the transfer of securities, and the payment by each party to the other of the amount of $10, actual payment and the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.01 Definitions

In this Agreement and in any supplements or amendments hereto and any certificate, opinion or other document herein or therein mentioned, unless something in the subject matter or context is inconsistent therewith, the following terms shall have the following meanings, respectively:

(a) "Additional Consideration Shares" means, a number of Common Shares equal to 2.916 Common Shares for each Underlying Share issued upon the deemed exercise of the Subscription Receipts;

(b) "Affiliate" means an affiliate as determined by the provisions of the *Business Corporations Act* (British Columbia);

(c) "Agent" means Paradigm Capital Inc.;

(d) "Agent Options" means options issued to the Agent as partial compensation for its activities in connection with the brokered private placement portion of the Financing;

(e) "Agreement" means this agreement, including the Schedules hereto, and all amendments made hereto by written agreement in accordance with Section 6.03;

(f) "Balance Sheet" means the balance sheet of Enablence as at the Balance Sheet Date;

(g) "Balance Sheet Date" means December 31, 2005;

(h) "Business" means the business presently and heretofore carried on by Enablence as a going concern and the intangible goodwill associated therewith and any and all interests of whatsoever kind and nature related thereto;

(i) "Business Day" means a day other than a Saturday, Sunday or statutory public holiday in British Columbia or Ontario;

(j) "Claims" means all losses, damages, expenses, liabilities (whether accrued, actual, contingent, latent or otherwise), claims and demands of whatever nature or kind including all reasonable legal fees and costs;

(k) "Closing Date" means the earlier of:

(i) July 21, 2006 or such other date as may be agreed to in writing between PNP, Enablence and the Shareholders; or

(ii) the day falling one Business Day after written confirmation by the parties that the conditions precedent contained in Article 5 have been fulfilled or waived in accordance with the terms hereof;

(l) "Common Shares" means the common shares, without par value, in the share capital of PNP;

(m) "Compensation Options" means the Agent Options and the Redwood Options;

(n) "Consideration Shares" means:

(i) the Initial Consideration Shares; plus

(ii) the Option Shares; plus

(iii) the Additional Consideration Shares;

(o) "Control", when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting Securities, by contract or otherwise; and the terms "Controlling" and "Controlled" have corresponding meanings;

(p) "Enablence Share" means a common share in the share capital of Enablence;

(q) "Enablence Shareholders Agreement" means the shareholders agreement among Enablence and all of its shareholders dated October 31, 2005;

(r) "ESOP" means an employee stock option plan substantially in the form attached hereto as Schedule 1.01(r);

(s) "Exchange Ratio" means 2.916 Common Shares for each Enablence Share;

(t) "Existing Shareholders" means the existing shareholders of Enablence set forth in Schedule 1.01(t) including the Shareholders who are party to this Agreement;

(u) "Financing" means, the brokered private placement pursuant to the terms set out in the engagement letter between Enablence and the Agent, dated January 25, 2006, as amended, together with a non-brokered private placement on the same terms and conditions and closing at the same time as the brokered private placement, pursuant to which Enablence intends to issue Subscription Receipts to raise a minimum of $4,000,000 and a maximum of $12,000,000;

(v) "Governmental Authority" means any domestic or foreign legislative, executive, judicial or administrative body or person having or purporting to have jurisdiction in the relevant circumstances;

(w) "Initial Consideration Shares" means 48,229,383 Common Shares;

(x) "Intellectual Property" means intellectual property of any nature and kind including but not limited to all domestic and foreign trade-marks, business names, trade names, domain names, trading styles, patents, trade secrets, Software, industrial designs and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, recipes, product formulations, processes and processing methods, technology and techniques, and know-how;

(y) "Inventories" means all inventories of Enablence including finished goods, work in progress and raw materials and spare parts;

(z) "Lands" means all freehold and leasehold property and interests therein described in Schedule 1.01(z) attached hereto including all rights of way, licences or rights of occupation, easements or other similar rights of Enablence in connection with such freehold and leasehold property;

(aa) "Letter Agreement" means the letter agreement between PNP and North Group Finance Limited, substantially in the form attached hereto as Schedule 1.01(aa);

(bb) "Licensed Intellectual Property" means all Intellectual Property that is used by Enablence but owned by another party;

(cc) "Management Options" means the Purchased Options held by the Management Shareholders as set out on Schedule 1.01(ee);

(dd) "Management Shareholders" means Arvind Chhatbar, Matt Pearson, Ashok Balakrishnan and Serge Bidnyk;

(ee) "Optionholders" means those holders of options listed in Schedule 1.01(ee);

(ff) "Option Shares" means the 4,872,594 Common Shares to be issued to the Optionholders with respect to the Purchased Options, as set out in Schedule 1.01(ee);

(gg) "Owned Intellectual Property" means all Intellectual Property that is owned by Enablence;

(hh) "Personal Information" means personal information collected, used, disclosed or retained by a party including without limitation information about an identifiable individual, including, without limitation in Canada, information regarding a party's customers, suppliers, employees and agents, such as an individual's name, address, age, gender, identification number, income, family status, citizenship, employment, assets, liabilities, source of funds, payment records, credit information, personal references and health records;

(ii) "PNP Balance Sheet" means the balance sheet of PNP as at the PNP Balance Sheet Date;

(jj) "PNP Balance Sheet Date" means April 30, 2005;

(kk) "Privacy Laws" means all applicable federal, provincial, state, municipal or other laws governing the collection, use, disclosure and retention of Personal Information, including, without limitation in Canada, the *Personal Information Protection and Electronic Documents Act* (Canada);

(ll) "Public Record" means all documents filed by PNP on the System for Electronic Document Analysis and Retrieval (SEDAR) maintained by the Canadian Securities Administrators and the Canadian Depository for Securities, or otherwise disclosed through a publicly disseminated news release, pursuant to all applicable Canadian securities laws including any policies, instruments or rules;

(mm) "Purchased Options" means the 2,167,875 options to acquire Enablence Shares as set forth in Schedule 1.01(ee);

(nn) "Redwood" means Redwood Asset Management Inc., a limited market dealer registered in Ontario;

(oo) "Redwood Options" means options to acquire up to 191,844 Enablence Shares at an exercise price equivalent to $1.08 per Enablence Share issued to Redwood as a finder's fee for introducing the Agent to Enablence and introducing PNP to Enablence, subject to completion of the transactions contemplated herein;

(pp) "Securities" means any instrument that signifies title to, or an interest in, the capital, assets, property, profits, earnings or royalties of a corporation or that signifies a creditor relationship with a corporation (where such instrument is evidenced by a document which is transferable by delivery, registration, endorsement or any combination of these) and, including:

(i) an instrument, such as an option, subscription right, warrant or convertible security, entitling the holder to acquire some other security; and

(ii) any document evidencing title to, or an interest in, a security;

(qq) "Shareholder's Enablence Shares" has the meaning ascribed thereto in Section 3.01(b);

(rr) "Software" means all software relating to the Business, including all versions thereof, and all related documentation, manuals, source code and object code, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, and all other material related to such software;

(ss) "Subscribers" means the purchasers of Subscription Receipts pursuant to the Financing;

(tt) "Subscription Receipt Agreement" means the agreement to be entered into between Computershare Trust Company of Canada, the Agent and Enablence governing the terms of the Subscription Receipts;

(uu) "Subscription Receipts" means subscription receipts of Enablence to be issued at a price of $0.37 per subscription receipt and entitling the holder to receive

0.34299 Enablence Shares upon the deemed exercise of the subscription receipt for no additional consideration;

(vv) "Target Shares" means the 16,539,569 Enablence Shares outstanding as of the date hereof, together with all rights, benefits, entitlements and agreements relating thereto;

(ww) "Time of Closing" means 9 a.m. (Pacific Time) on the Closing Date;

(xx) "Trading Day" means a day on which the TSXV is open for trading;

(yy) "Transfer" means to dispose of, transfer, pledge, assign, cede, encumber, mortgage, hypothecate, or enter into any contract, option, hedging arrangement or other arrangement or understanding with respect to the sale, transfer, pledge, assignment, cession or encumbrance of securities and "Transferred" shall have an equivalent meaning;

(zz) "TSXV" means the TSX Venture Exchange; and

(aaa) "Underlying Shares" means the Enablence Shares to be issued upon the deemed exercise of the Subscription Receipts.

1.02 **Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.03 **Extended Meanings**

In this Agreement words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and *vice versa* and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

1.04 **Rules of Construction**

(1) The use of the word "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example or examples.

(2) The rule of construction that, in the event of ambiguity, the contract shall be interpreted against the party responsible for the drafting or preparation of the Agreement, shall not apply.

1.05 **Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.06 **Accounting Principles**

Wherever in this Agreement reference is made to a calculation to be made in accordance with generally accepted accounting principles, such reference shall be deemed to be to the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation is made or required to be made in accordance with generally accepted accounting principles.

1.07 **Currency**

All references to "$" or "dollars" herein are to the lawful money of Canada.

1.08 **Schedules**

The following are the Schedules annexed hereto and incorporated by reference and deemed to be part hereof:

Schedule 1.01(r)	Employee Stock Option Plan
Schedule 1.01(t)	Existing Shareholders
Schedule 1.01(z)	Leased Property
Schedule 1.01(aa)	Letter Agreement
Schedule 1.01(ee)	Optionholders
Schedule 3.01(b)	Shareholder's Enablence Shares
Schedule 3.01(k)	Non-Residents
Schedule 3.03(1)(j)	Enablence Financial Statements
Schedule 3.03(1)(n)	Liens, Encumbrances
Schedule 3.03(1)(s)	Capital Expenditures
Schedule 3.03(1)(x)	Contracts and Commitments
Schedule 3.03(1)(dd)	Owned Intellectual Property
Schedule 3.03(1)(ee)	Licenses for Owned Intellectual Property
Schedule 3.03(1)(gg)	Indemnities for Owned Intellectual Property
Schedule 3.03(1)(hh)	Licensed Intellectual Property
Schedule 3.03(1)(jj)	Royalties, Fees on Licensed Intellectual Property
Schedule 3.03(1)(kk)	Consents for Licensed Intellectual Property
Schedule 3.03(1)(oo)	Licenses, Support Agreements

ARTICLE 2- SHARE EXCHANGE

2.01 Share Exchange and Consideration Shares

(1) Upon and subject to the terms and conditions hereof and at the Time of Closing, the Shareholders hereby agree to sell, assign, transfer and deliver the Target Shares and the Management Options to PNP and PNP hereby agrees to purchase the Target Shares and the Management Options from the Shareholders free and clear of all mortgages, liens, pledges, charges, claims, security issues, taxes and encumbrances at the Time of Closing.

(2) In consideration for the transfer of the Target Shares and Purchased Options, for a purchase price of $19,647,731.86, and the Underlying Shares, to PNP by the Shareholders, Optionholders and Subscribers, respectively, and the covenants of the Shareholders contained in Section 4.02, PNP shall issue and deliver the Consideration Shares as follows:

(i) to the Existing Shareholders in respect of the Target Shares, the Initial Consideration Shares at the Time of Closing;

(ii) to the Optionholders in respect of the Purchased Options, the Option Shares at the Time of Closing; and

(iii) to the Subscribers in respect of the Underlying Shares, the Additional Consideration Shares upon delivery of the Underlying Shares.

(3) The parties hereto agree and acknowledge that the purchase of all of the issued and outstanding securities of Enablence by PNP will be by way of exempt take-over bid pursuant to applicable Canadian securities legislation.

2.02 Initial Consideration Shares and Option Shares

(1) The Initial Consideration Shares shall be issued in the names of the persons who held Target Shares immediately prior to the Time of Closing (or in the name of their nominees), based on their pro rata ownership of the Target Shares, and delivered at the Time of Closing by PNP to the Existing Shareholders against delivery to PNP of share certificates evidencing the Target Shares duly endorsed in blank for transfer to PNP.

(2) The Option Shares shall be issued in the names of the Optionholders in the amounts set out opposite their names in Schedule 1.01(ee), against delivery to PNP of assignments of the Purchased Options by the Optionholders.

(3) In the event that any or all of the Existing Shareholders, Optionholders or Subscribers are non-residents of Canada, as defined in the *Income Tax Act* (Canada), PNP shall make such withholdings of the Consideration Shares and remit the same as is required by the *Income Tax Act* (Canada), unless the non-resident Existing Shareholder, Optionholder or Subscriber delivers to PNP a certificate pursuant to Section 116 of the *Income Tax Act* (Canada).

2.03 **Additional Consideration Shares**

PNP shall, upon receiving share certificates representing the Underlying Shares and evidence that the Underlying Shares have been duly and validly Transferred to PNP at the Time of Closing, issue and deliver the Additional Consideration Shares to the Subscribers (or their nominees) based on their pro rata participation in the Financing.

2.04 **Compensation Options**

At the Time of Closing, the Compensation Options exercisable for Enablence Shares, if not exercised, will be exchanged for a proportionate number of compensation options entitling the holder to purchase 2.916 Common Shares for each Enablence Share that the holder of the Compensation Options was entitled to receive upon exercise of the Compensation Options immediately prior to the Time of Closing, rounded down to the nearest whole compensation option, at an exercise price of $0.37 per Common Share.

2.05 **Trading Restrictions and Legends on Common Shares**

(1) The parties hereto acknowledge and agree that the issuance of the Consideration Shares is subject to the policies, rules and bylaws of the TSXV and applicable laws and securities regulations, and pursuant to the policies of the TSXV, the Initial Consideration Shares, the Option Shares and the compensation options issuable by PNP pursuant to Section 2.04, or some of them, may be subject to escrow provisions imposed by the TSXV. The Shareholders agree to be bound by and comply with all of the policies of the TSXV with respect to the Common Shares, including the Initial Consideration Shares and Option Shares, and to comply with all laws and securities regulations in respect of the trading of Common Shares. The Shareholders consent to the filing of all such documents as may be required under all applicable securities legislation with respect to the Initial Consideration Shares to be issued to the Existing Shareholders pursuant to Section 2.02.

(2) The certificates representing the Consideration Shares (and any certificates issued in exchange or substitution for the Consideration Shares) issued to an Existing Shareholder, Subscriber or Optionholder that is in the United States or is a "U.S. person" as defined in Regulation S under the United States Securities Act of 1933, as amended, will bear a legend in substantially the form as follows (in addition to any legend required under applicable state securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT; OR (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA. PROVIDED THAT THE COMPANY IS A "FOREIGN ISSUER" WITHIN THE MEANING OF REGULATION S AT THE TIME OF SALE AND THESE SECURITIES ARE BEING SOLD IN COMPLIANCE WITH RULE 904 OF REGULATION S, A NEW CERTIFICATE BEARING NO LEGEND MAY BE OBTAINED FROM THE COMPANY'S REGISTRAR AND TRANSFER AGENT, UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO THE COMPANY'S REGISTRAR AND TRANSFER AGENT AND THE COMPANY, TO THE EFFECT THAT SUCH SALE IS BEING MADE IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT.

2.06 **Closing**

The sale and purchase of the Target Shares shall be completed at the Time of Closing at the offices of McCarthy Tétrault LLP, Suite 1400, 40 Elgin Street, Ottawa, Ontario or such other place as the parties may agree.

ARTICLE 3– REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENT

3.01 **Representations and Warranties of the Shareholders**

Each Shareholder represents and warrants to PNP that:

(a) the Shareholder has good and sufficient power, authority and right to enter into and deliver this Agreement and to complete the transactions to be completed by the Shareholders contemplated herein and to perform all of the obligations of the Shareholder under the Agreement;

(b) the Shareholder has taken all necessary actions, steps and other proceedings to approve or authorize, the entering into, and execution and delivery and performance of this Agreement and the sale and transfer of that number of Enablence Shares and Management Options, as applicable, held by the Shareholder as set forth in Schedule 3.01(b) (the "Shareholder's Enablence Shares") and Schedule 1.01(ee);

(c) there is no suit, action, litigation, arbitration or governmental proceeding, including appeals and applications for review, in progress or threatened against or related to the Shareholder's Enablence Shares or Management Options, as applicable, which to the knowledge of the Shareholder, would affect the Shareholder's ability to sell the Shareholder's Enablence Shares or Management Options, as applicable, as provided for in this Agreement;

(d) all information, records and data furnished to PNP, its representatives and counsel pursuant to this Agreement, are to the knowledge of the Shareholder, accurate in all material respects;

(e) the Shareholder has good, marketable, beneficial and/or recorded title to the Shareholder's Enablence Shares and Management Options, as applicable, free of all mortgages, charges, liens, pledges claims, security interests and agreements and other encumbrances of whatsoever nature. The Shareholder's Enablence Shares and Management Options, as applicable, are not and shall not be subject to any shareholder, pooling, escrow or similar agreements, except the Enablence Shareholders Agreement;

(f) this Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding obligation of the Shareholder enforceable in accordance with its terms, subject to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunction are only available in the discretion of the court from which they are sought;

(g) the Enablence Shareholders Agreement constitutes a valid and legally binding obligation of the Existing Shareholders and Enablence, enforceable against each of the Existing Shareholders and Enablence in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court;

(h) at the Time of Closing the Shareholder shall have complied with the terms of the Enablence Shareholders Agreement to procure the valid and binding Transfer of the legal and beneficial title and ownership of the Target Shares to PNP free and clear of all mortgages, liens, pledges, charges, claims, security interests, agreements and encumbrances and any other rights of others;

(i) there is no contract, option or any other right of another binding upon or which at any time in the future may become binding upon the Shareholder to Transfer any of the Shareholder's Enablence Shares or Management Options, as applicable, other than pursuant to the provisions of this Agreement;

(j) neither the entering into nor the delivery of this Agreement nor the completion of the transactions contemplated hereby by the Shareholder will result in the violation of:

(i) any of the provisions of the articles of incorporation of Enablence;

(ii) any agreement or other instrument to which the Shareholder is a party or by which the Shareholder is bound; or

(iii) any applicable law, rule or regulation;

(k) except as set forth in Schedule 3.01(k), the Shareholder is not non-resident person within the meaning of section 116 of the *Income Tax Act* (Canada);

(l) the Shareholder has been advised to seek, and has had the opportunity to seek, independent legal and tax advice in respect of this Agreement and matters related thereto, as they affect the Shareholder; and

(m) the Shareholder has not incurred any obligation or liability, contingent or otherwise, for brokers or finder's fees in respect of the transaction herein provided for which PNP shall have any obligation and liability.

3.02 **Survival of the Representations, Warranties and Covenants of the Shareholders**

(1) The representations and warranties of the Shareholders set forth in Section 3.01 shall survive the completion of the sale and purchase of the Target Shares herein provided for and, notwithstanding such completion shall continue in full force and effect for the benefit of PNP for a period of two years from the Closing Date.

(2) The covenants of the Shareholders set forth in this Agreement shall survive the completion of the sale and purchase of the Target Shares herein provided for and, notwithstanding such completion, shall continue in full force and effect for the benefit of PNP in accordance with the terms thereof.

3.03 **Representations and Warranties of Enablence and the Management Shareholders**

(1) Enablence and each of the Management Shareholders represent and warrant to PNP that:

Corporate

(a) Enablence is a corporation duly incorporated, organized and subsisting under the laws of Canada with the corporate power to own its assets and to carry on its business and has made all necessary filings under all applicable corporate, securities and taxation laws.

(b) The authorized capital of Enablence consists of an unlimited number of common shares, and an unlimited number of preferred shares issuable in series, of which 16,539,569 common shares have been validly issued and are outstanding as fully paid and non-assessable.

(c) Enablence has the power, authority and right to enter into and deliver this Agreement and to transfer the legal and beneficial title and ownership of the Target Shares to PNP free and clear of all liens, charges, encumbrances and any other rights of others.

(d) Enablence is not a distributing corporation as that term is defined in the *Canada Business Corporations Act* and the number of its shareholders, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of Enablence, were, while in that employment, and have continued after termination of that employment to be, shareholders of Enablence, is not more than fifty.

(e) This Agreement constitutes a valid and legally binding obligation of Enablence, enforceable against Enablence in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court.

(f) Except for the Financing, the Compensation Options and the Purchased Options, there is no contract, option or any other right of another binding upon or which at any time in the future may become binding upon Enablence:

(i) to allot or issue any of the unissued shares of Enablence or to create any additional class of shares; or

(ii) to sell, Transfer, assign, pledge, mortgage or in any other way dispose of or encumber any of the assets of Enablence other than pursuant to purchase orders accepted by Enablence in the usual and ordinary course of Business.

(g) Neither the entering into nor the delivery of this Agreement nor the completion of the transactions contemplated hereby by Enablence will result in the violation of:

(i) any of the provisions of the constating documents or by-laws of Enablence;

(ii) any agreement or other instrument to which Enablence is a party or by which Enablence is bound; or

(iii) any applicable law.

(h) The minute books and corporate records of Enablence are true and correct in all material respects.

Financial

(i) The books and records of Enablence are true and correct and present fairly and disclose in all material respects the financial position of Enablence and all material financial transactions of Enablence have been accurately recorded in such books and records and, to the extent possible, such books and records have been prepared in accordance with generally accepted accounting principles consistently applied.

(j) The audited financial statements of Enablence, consisting of the Balance Sheet and statements of income, retained earnings and changes in financial position for the period ended on the Balance Sheet Date, together with the report of Deloitte & Touche LLP, chartered accountants, thereon and the notes thereto (collectively, the "Enablence Financial Statements"), a copy of which is attached hereto as Schedule 3.03(1)(j):

(i) are in accordance with the books and accounts of Enablence as at the Balance Sheet Date;

(ii) are true and correct and present fairly the financial position of Enablence as at the Balance Sheet Date;

(iii) have been prepared in accordance with generally accepted accounting principles consistently applied; and

(iv) present fairly all of the assets and liabilities of Enablence as at the Balance Sheet Date including all contingent liabilities of Enablence as at the Balance Sheet Date.

(k) Since the Balance Sheet Date the business of Enablence has been carried on in its usual and ordinary course and Enablence has not entered into any transaction out of the usual and ordinary course of business.

(l) Since the Balance Sheet Date there has been no change in the affairs, business, prospects, operations or condition of Enablence, financial or otherwise, whether arising as a result of any legislative or regulatory change, revocation of any licence or right to do business, fire, explosion, accident, casualty, labour dispute, flood, drought, riot, storm, condemnation, act of God, public force or otherwise, except changes occurring in the usual and ordinary course of business that have not materially adversely affected the affairs, business, prospects, operations or condition of Enablence, financial or otherwise.

(m) No current or former director, officer, shareholder or employee of Enablence or any person not dealing at arm's length within the meaning of the *Income Tax Act* (Canada) with any such person or with Enablence is indebted to Enablence.

Condition of Assets

(n) Enablence is the owner with a good and marketable title to the Lands and good title to all other assets (including without limitation the Owned Intellectual Property), free and clear of all liens, charges, encumbrances and any other rights of others, except as set out in Schedule 3.03(1)(n) or as otherwise disclosed herein.

(o) The accounts receivable of Enablence are good accounts receivable collectible within 90 days and are not subject to any defence, counterclaim or set-off.

(p) All machinery and equipment owned or used by Enablence have been properly maintained and are in good working order for the purposes of on-going operation, subject to ordinary wear and tear for machinery and equipment of comparable age.

(q) All of the Inventories are of merchantable quality and reasonably fit for their usual purpose.

(r) There are no outstanding orders, notices or similar requirements relating to Enablence issued by any Governmental Authority and there are no matters under discussion with any Governmental Authority relating to orders, notices or similar requirements.

(s) Except as set out in Schedule 3.03(1)(s), no single capital expenditure in excess of $25,000 or capital expenditures in the aggregate in excess of $100,000 have been made or authorized by Enablence since the Balance Sheet Date.

(t) No dividends have been declared or paid on or in respect of the Target Shares and no other distribution on any of its securities or shares has been made by Enablence since the Balance Sheet Date and all dividends which to the date hereof have been declared or paid by Enablence have been duly and validly declared or paid.

(u) Enablence does not have any liability, obligation or commitment for the payment of income taxes, corporation taxes or any other taxes or duties of whatever nature or kind, or interest or penalties with respect thereto, except such as are disclosed in the Financial Statements or such taxes or duties not yet due as have arisen since the Balance Sheet Date in the usual and ordinary course of business and for which adequate provision in the accounts of Enablence has been made, and Enablence is not in arrears with respect to any required withholdings or instalment payments of any tax or duty of any kind and has not filed any waiver for a taxation year of Enablence under the *Income Tax Act* (Canada) or any other legislation imposing tax on Enablence.

(v) The tax accounts of Enablence are true and complete in all material respects.

(w) There are no outstanding liabilities against Enablence except trade debts incurred in the usual and ordinary course of business.

Contracts and Commitments

(x) Enablence is not a party to any contract or commitment outside the usual and ordinary course of business and is not a party to any contract or commitment extending for a period of time longer than six months or involving expenditures by Enablence in the aggregate in excess of $25,000, except such contracts or commitments as are listed in Schedule 3.03(1)(x) attached hereto.

(y) Enablence is not in default or breach of any contract or commitment to which it is a party and there exists no condition, event or act that, with the giving of notice or lapse of time or both, would constitute such a default or breach, and all such contracts and commitments are in good standing and in full force and effect without amendment thereto and Enablence is entitled to all benefits thereunder.

(z) Enablence is not a party to or bound by any guarantee, indemnification, surety or similar obligation.

(aa) Enablence is not a party to any lease or agreement in the nature of a lease for real property, whether as lessor or lessee, except such leases as are listed in Schedule 1.01(z) attached hereto.

(bb) Other than Enablence Holdings, LLC, a Delaware limited company wholly-owned by Enablence, Enablence does not have any subsidiaries or any agreements, options or commitments to acquire any securities of any corporation or to acquire or lease any real property or assets other than, in the latter case, those assets that are to be used in the usual and ordinary course of business.

(cc) There is no agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, for the purchase from Enablence of its business or any of its assets other than in the usual and ordinary course of business.

Intellectual Property

(dd) All of the Owned Intellectual Property that is registered or is subject to an application for registration is set out on Schedule 3.03(1)(dd). Enablence holds the entire right, title and interest in and to all of the Owned Intellectual Property.

(ee) Enablence has the exclusive and unfettered right to use the Owned Intellectual Property except to the extent Enablence has licensed others to use the Owned Intellectual Property, which licences are listed in Schedule 3.03(1)(ee), true and complete copies of which have been delivered to PNP.

(ff) The Owned Intellectual Property has been duly registered or applications to register the same have been filed in the appropriate offices as determined by Enablence and any such applications or registrations are in good standing.

(gg) Except as set forth in Schedule 3.03(1)(gg), with respect to the Owned Intellectual Property, none of Enablence and its subsidiaries has indemnified any person for or against infringement, misappropriation or other conflict with respect to the Owned Intellectual Property.

(hh) All of the Licensed Intellectual Property is set out on Schedule 3.03(1)(hh). Enablence has the exclusive right to use the Licensed Intellectual Property except to the extent the rights are identified in Schedule Schedule 3.03(1)(hh) as being non-exclusive.

(ii) Except as set out in Schedule 3.03(1)(hh), with respect to each item of Licensed Intellectual Property: (A) the license, sublicense or agreement covering the item is binding and in full force and effect; and (B) the license, sublicense or agreement will continue to be binding and in full force and effect following the consummation of the transactions contemplated hereby.

(jj) Enablence is not a party to any contract or commitment to pay any royalty or other fee to use the Licensed Intellectual Property except as set out in Schedule 3.03(1)(jj).

(kk) No consents are required in order for the Licensed Intellectual Property to be licensed or sub-licensed to a third party except as set out in Schedule 3.03(1)(kk).

(ll) The Intellectual Property listed on Schedules 3.03(1)(dd) and 3.03(1)(hh) is all of the Intellectual Property used in or required for the proper carrying on of the business of Enablence.

(mm) To the best of the knowledge of Enablence and the Management Shareholders, neither the use of the Owned Intellectual Property nor the conduct of the business of Enablence infringes or otherwise violates the Intellectual Property rights of any other person. No infringement, misuse or misappropriation of the Owned Intellectual Property has occurred or is occurring.

(nn) The Owned Intellectual Property is valid and the rights of Enablence in the Owned Intellectual Property are enforceable.

(oo) Schedule 3.03(1)(oo) lists all the other licences, maintenance or support agreements, development contracts and all other agreements (other than requests for proposals and proposals which are referred to in such agreements) between Enablence and users of the Owned Intellectual Property, true and complete copies of each of which have been made available to PNP.

Employees

(pp) Enablence is not a party to or bound by any contract or commitment to pay any management or consulting fee except as disclosed in Schedule 3.03(1)(pp).

(qq) Schedule 3.03(1)(qq) sets out:

(i) the names of all employees of Enablence;

(ii) their position/title;

(iii) their status (i.e. full time, part time, temporary, casual, seasonal, co-op student);

(iv) their total annual remuneration, including a breakdown of (1) salary and (2) bonus or other incentive compensation, if any;

(v) other terms and conditions of their employment;

(vi) whether the employee is providing services pursuant to a written employment contract;

(vii) their total length of employment including any prior employment that would affect calculation of years of service for any purpose, including without limitation statutory entitlements, contractual entitlements (express or implied) benefit entitlement or pension entitlement; and

(viii) whether any employees are on any approved or statutory leave of absence, and if so, the reason for such absence and the expected date of return.

(rr) Schedule 3.03(rr) sets out:

(i) the names of all consultants of Enablence;

(ii) whether the consultant is providing services pursuant to a written consulting contract;

(iii) the term of any contract under clause (ii) above;

(iv) notice, if any, required for the corporation to terminate the consulting relationship without cause;

(v) the date the consultant first commenced providing services to Enablence; and

(vi) the annual fees paid to the consultant for the preceding calendar year.

(ss) Enablence is not bound by or a party to any collective bargaining agreement.

(tt) No trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent:

(i) holds bargaining rights with respect to any employees of Enablence by way of certification, interim certification, voluntary recognition, designation or successor rights;

(ii) has applied to be certified as the bargaining agent of any employees of Enablence; or

(iii) has applied to have Enablence declared a related employer or successor employer pursuant to applicable labour legislation.

(uu) All banked vacation entitlement, regular and supplementary vacation pay, banked and deferred overtime compensation, time-off entitlement, severance, banked sick leave, retirement benefits and benefits due or accruing under any benefit plans for employees of Enablence is properly reflected and accrued in the books and accounts of Enablence.

(vv) Since the Balance Sheet Date, there have been no changes in the terms and conditions of employment of any employees of Enablence, including their salaries, remuneration and any other payments to them, and there have been no changes in any remuneration payable or benefits provided to any officer, director, consultant, independent or dependent contractor or agent of Enablence, and Enablence has not agreed or otherwise become committed to change any of the foregoing since that date.

(ww) All assessments which are due or overdue and payable under the *Workplace Safety and Insurance Act* (Ontario) in relation to the Business have been paid and there are no outstanding assessments which are due or overdue and payable but unpaid. No events have occurred with respect to Enablence which, to the knowledge of Enablence or the Management Shareholders, are likely to result in any significant increase in any workplace safety and insurance board assessment or any similar assessment payable by Enablence.

(xx) Schedule 3.03(1)(xx) contains a list of every benefit plan, program, agreement or arrangement (whether written or unwritten) maintained, contributed to, or provided by Enablence or any Affiliate thereof for the benefit of any of the employees, former employees or dependent or independent contractors of Enablence or their respective dependants or beneficiaries (the "Benefit Plans") including all bonus, deferred compensation, incentive compensation, share purchase, share option, stock appreciation, phantom stock, savings, profit sharing, severance or termination pay, health or other medical, life, disability or other insurance (whether insured or self-insured), supplementary unemployment benefit, pension, retirement and supplementary retirement plans, programs, agreements and arrangements, except for any statutory plans to which the corporation is obliged to contribute or comply including the Canada/Québec Pension Plan, or plans administered pursuant to applicable federal or provincial health, worker's compensation and employment insurance legislation.

(yy) Schedule 3.03(1)(yy) contains a list of all compensation policies and practices of Enablence ("Compensation Policies") applicable to employees and independent contractors of Enablence.

(zz) Enablence has delivered to PNP true, complete and up-to-date copies of all Benefit Plans and Compensation Policies.

(aaa) No fact, condition or circumstance exists that would materially affect the information contained in the documents provided pursuant to Section 3.03(1)(zz) and, in particular, no promises or commitments have been made by Enablence to amend any Benefit Plans or Compensation Policies.

Compliance with Privacy Laws

(bbb) The collection, use and retention of the Personal Information by Enablence, the disclosure or transfer of the Personal Information by Enablence to any third parties and transfer of the Personal Information by Enablence to PNP as part of PNP's due diligence and as contemplated by this Agreement or any ancillary agreements complies with all Privacy Laws.

(ccc) There are no restrictions on Enablence's collection, use, disclosure and retention of the Personal Information except as provided by Privacy Laws.

(ddd) There are no investigations, inquiries, actions, suits, claims, demands or proceedings, whether statutory or otherwise, pending, ongoing, or to Enablence's knowledge, threatened, with respect to Enablence's collection, use, disclosure or retention of the Personal Information.

(eee) No decision, judgment or order, whether statutory or otherwise, is pending or has been made, and no notice has been given pursuant to any Privacy Laws, requiring Enablence to take (or to refrain from taking) any action with respect to the Personal Information.

Taxes

(fff) Each of Enablence and Enablence Holdings, LLC has duly filed all returns, elections and designations required to be filed by it with all taxation authorities on a timely basis. No such returns, elections or designations contain any misstatement or omit any statements that should have been included and each such return, election and designation, including accompanying schedules and statements, is true, correct and complete in all material respects.

(ggg) Except for statutory liens for current taxes not yet due, there are no liens for taxes upon the assets of Enablence.

(hhh) Enablence is not a non-resident person within the meaning of section 116 of the *Income Tax Act* (Canada).

General

(iii) There are no actions, claims, demands, suits, assessments, arbitrations, judgments, awards, decrees, orders, injunctions, prosecutions, investigations, proceedings or seizures (whether or not purportedly on behalf of Enablence) by, against, or relating to, Enablence, the Business or any of Enablence's assets:

(i) pending or threatened against or materially adversely affecting, or which could materially adversely affect, Enablence, the Business or any of Enablence's assets, or

(ii) before or by any Governmental Authority.

(jjj) Enablence is conducting the Business in material compliance with all applicable laws of the jurisdictions of Canada in which the Business is carried on, is not in breach of any such applicable laws and is duly licensed, registered or qualified in the Province of Ontario and all municipalities thereof in which Enablence carries on the Business to enable it to be carried on as now conducted and its assets to be owned, leased and operated, and all such licences, registrations and qualifications are valid and subsisting and in good standing and none of the same contains any term, provision, condition or limitation which has or may have a material adverse effect on the operation of the Business or which may be affected by the completion of the transactions contemplated hereby.

(kkk) No licences, registrations, permits and quotas necessary or required to enable the Business to be carried on as now conducted and its assets to be owned, leased and operated.

(lll) Attached as Schedule 3.03(1)(lll) is a true and complete list of all insurance policies maintained by Enablence that also specifies the insurer, the amount of the coverage, the type of insurance, the policy number and any pending claims thereunder.

(2) In the event that a court of competent jurisdiction determines that an inaccuracy or misrepresentation exists with respect to any representation or warranty made by the Shareholders in Section 3.01 or the Management Shareholders in Section 3.03(1), the maximum liability to PNP or to the directors, officers, employees or agents of PNP for any and all Claims directly or indirectly resulting from such inaccuracy or misrepresentation for each Management Shareholder in respect of representations and warranties made in Sections 3.01 and 3.03(1) and for Orian Partners L.P. in respect of the representations and warranties made in Section 3.01, will be the value, calculated as of the Closing Date, of that Shareholder's, proportionate share of the Initial Consideration Shares received pursuant to this Agreement.

3.04 **Survival of Representations and Warranties of Enablence and the Management Shareholders and Covenants of Enablence**

(1) The representations and warranties of Enablence and the Management Shareholders set forth in Section 3.03(1) shall survive the completion of the sale and purchase of the Target Shares herein provided for and, notwithstanding such completion shall continue in full force and effect for the benefit of PNP for a period of two years from the Closing Date.

(2) The covenants of Enablence set forth in this Agreement shall survive the completion of the sale and purchase of the Target Shares herein provided for and, notwithstanding such completion, shall continue in full force and effect for the benefit of PNP in accordance with the terms thereof.

3.05 **Representations and Warranties of PNP**

PNP represents and warrants to the Shareholders that:

Corporate

(a) PNP is a corporation duly incorporated, organized and subsisting under the laws of the Province of British Columbia with the corporate power to own its assets and to carry on its business and has made all necessary filings under all applicable corporate, securities and taxation laws.

(b) The authorized capital of PNP consists of an unlimited number of common shares, of which 6,107,553 have been validly issued and are outstanding as fully paid and non-assessable.

(c) PNP has good and sufficient power, authority and right to enter into and deliver this Agreement and to complete the transactions to be completed by PNP contemplated hereby.

(d) This Agreement constitutes a valid and legally binding obligation of PNP, enforceable against PNP in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court.

(e) Except as disclosed in Schedule 3.05(e), there is no contract, option or any other right of another binding upon or which at any time in the future may become binding upon PNP:

(i) to allot or issue any of the unissued shares of PNP or to create any additional class of shares; or

(ii) to sell, Transfer, assign, pledge, mortgage or in any other way dispose of or encumber any of the assets of PNP other than in the usual and ordinary course of business.

(f) Neither the entering into nor the delivery of this Agreement nor the completion of the transactions contemplated hereby by PNP will result in the violation of:

(i) any of the provisions of the articles of incorporation of PNP;

(ii) any agreement or other instrument to which PNP is a party or by which PNP is bound; or

(iii) any applicable law, rule or regulation.

Financial

(g) The books and records of PNP are true and correct and present fairly and disclose in all material respects the financial position of PNP and all material financial transactions of PNP have been accurately recorded in such books and records and, to the extent possible, such books and records have been prepared in accordance with generally accepted accounting principles consistently applied.

(h) The audited financial statements of PNP, consisting of the PNP Balance Sheet and statements of income, retained earnings and changes in financial position for the period ended on the PNP Balance Sheet Date, together with the auditor's report thereon and the notes thereto, as filed on SEDAR (collectively, the "PNP Financial Statements"):

(i) are in accordance with the books and accounts of PNP as at the PNP Balance Sheet Date;

(ii) are true and correct and present fairly in all material respects the financial position of PNP as at the PNP Balance Sheet Date;

(iii) have been prepared in accordance with generally accepted accounting principles consistently applied; and

(iv) present fairly in all material respects all of the assets and liabilities of PNP as at the PNP Balance Sheet Date including all contingent liabilities of PNP as at the PNP Balance Sheet Date.

(i) Except as disclosed in the Public Record, since the PNP Balance Sheet Date the business of PNP has been carried on in its usual and ordinary course and PNP has not entered into any transaction out of the usual and ordinary course of business.

(j) Since the PNP Balance Sheet Date, save as disclosed in the Public Record, there has been no change in the affairs, business, prospects, operations or condition of PNP, financial or otherwise, except changes occurring in the usual and ordinary course of business that have not materially adversely affected the affairs, business, prospects, operations or condition of PNP, financial or otherwise.

(k) No current or former director, officer, shareholder or employee of PNP or any person not dealing at arm's length within the meaning of the *Income Tax Act* (Canada) with any such person or with PNP is indebted to PNP.

Condition of Assets

(l) Except as disclosed in the Public Record, there are no outstanding orders, notices or similar requirements relating to PNP issued by any Governmental Authority and there are no matters under discussion with any Governmental Authority relating to orders, notices or similar requirements.

(m) Except as disclosed in the Public Record, no capital expenditures in excess of $25,000 in aggregate have been made or authorized by PNP since the PNP Balance Sheet Date.

(n) No dividends have been declared or paid on or in respect of the Common Shares and no other distribution on any of its securities or shares has been made by PNP since the PNP Balance Sheet Date and all dividends which to the date hereof have been declared or paid by PNP have been duly and validly declared or paid.

(o) Except as disclosed in the Public Record, PNP does not have any liability, obligation or commitment for the payment of income taxes, corporation taxes or any other taxes or duties of whatever nature or kind, or interest or penalties with respect thereto, except such as are disclosed in the PNP Financial Statements or such taxes or duties not yet due as have arisen since the PNP Balance Sheet Date in the usual and ordinary course of business and for which adequate provision in the accounts of PNP has been made, and PNP is not in arrears with respect to any required withholdings or instalment payments of any tax or duty of any kind and has not filed any waiver for a taxation year of PNP under the *Income Tax Act* (Canada) or any other legislation imposing tax on PNP.

(p) The tax accounts of PNP are true and complete in all material respects.

(q) There are no outstanding liabilities against PNP except trade debts incurred in the usual and ordinary course of business.

Contracts and Commitments

(r) PNP is not a party to any contract or commitment except as set out in Schedule 3.05(r).

(s) PNP is not in default or breach of any contract or commitment to which it is a party and there exists no condition, event or act that, with the giving of notice or lapse of time or both, would constitute such a default or breach, and all such contracts and commitments are in good standing in all material respects and in full force and effect without amendment thereto and PNP is entitled to all benefits thereunder.

(t) PNP is not a party to or bound by any guarantee, indemnification, surety or similar obligation.

(u) PNP is not a party to any lease or agreement in the nature of a lease for real property, whether as lessor or lessee.

(v) Except for 0725882 B.C. Ltd., a wholly-owned subsidiary incorporated under the laws of British Columbia, PNP does not have any subsidiaries or any agreements, options or commitments to acquire any securities of any corporation or to acquire or lease any real property or assets other than, in the latter case, those assets that are to be used in the usual and ordinary course of business.

Intellectual Property

(w) PNP does not own or license any Intellectual Property.

Employees

(x) PNP does not have any employees other than Tom S. Kusumoto.

(y) PNP is not a party to or bound by any contract or commitment to pay any management or consulting fees, other than a commitment to pay to Tom S. Kusumoto a bonus for the completion of the transactions contemplated by this Agreement.

(z) PNP does not have any written employment contract with any person whomsoever.

(aa) PNP is not bound by or a party to any collective bargaining agreement.

(bb) Except as disclosed in the Public Record, since the PNP Balance Sheet Date, there have been no changes in the terms and conditions of employment of any employees of PNP, including their salaries, remuneration and any other payments to them, and there have been no changes in any remuneration payable or benefits provided to any officer, director, consultant, independent or dependent contractor or agent of PNP, and PNP has not agreed or otherwise become committed to change any of the foregoing since that date, other than a commitment to pay to

Tom S. Kusumoto a bonus for the completion of the transactions contemplated by this Agreement.

(cc) PNP is employing all employees of PNP in compliance with all applicable taxation, health, labour and employment laws, rules, regulations, notices, and orders.

(dd) Except as disclosed in the Public Record there are no benefit programs, plans, policies or other arrangements (whether written or unwritten) maintained or provided by PNP for the benefit of any employee, former employee, dependent or independent contractor or former dependent or independent contractor.

Taxes

(ee) Except for statutory liens for current taxes not yet due, there are no liens for taxes upon the assets of PNP.

(ff) Each of PNP and 0725882 B.C. Ltd. has duly filed all returns, elections and designations required to be filed by it with all taxation authorities on a timely basis. No such returns, elections or designations contain any misstatement or omit any statements that should have been included and each return, election and designation, including company schedules and statements, is true, correct and complete in all material respects.

(gg) PNP is not a non-resident person within the meaning of section 116 of the *Income Tax Act* (Canada).

General

(hh) There are no actions, claims, demands, suits, assessments, arbitrations, judgments, awards, decrees, orders, injunctions, prosecutions, investigations, proceedings or seizures (whether or not purportedly on behalf of PNP) by, against, or relating to, PNP or any of PNP's assets:

(i) pending or to the knowledge of PNP threatened against or materially adversely affecting, or which could materially adversely affect, PNP or any of its assets; or

(ii) before or by any Governmental Authority.

(ii) All information and statements contained in the Public Record and other materials filed by or on behalf of the Corporation with the Canadian regulatory authorities and the TSXV and all other documents or materials contained in the Public Record were true and correct in all material respects as of the date of such issuance or filing, and, to the extent required, provided full, true and plain disclosure of all material facts relevant to the Corporation and did not contain a misrepresentation.

(jj) PNP is conducting the business of PNP in material compliance with all applicable laws of Canada and all jurisdictions thereof in which its business is carried on, including but not limited to Privacy Laws, and is not in breach of any such applicable laws.

(kk) There are no licences, registrations, permits or quotas necessary or required to enable the business of PNP to be carried on as now conducted and its assets to be owned, leased and operated.

(ll) PNP maintains no insurance policies and there are no pending claims under any insurance policies previously maintained by PNP.

3.06 **Survival of Representations, Warranties and Covenants of PNP**

(1) The representations and warranties of PNP set forth in Section 3.05 shall survive the completion of the sale and purchase of the Target Shares herein provided for and, notwithstanding such completion, shall continue in full force and effect for the benefit of the Shareholders for a period of two years from the Closing Date.

(2) The covenants of PNP set forth in this Agreement shall survive the completion of the sale and purchase of the Target Shares herein provided for and, notwithstanding such completion, shall continue in full force and effect for the benefit of the Shareholders in accordance with the terms thereof.

ARTICLE 4- COVENANTS

4.01 **Taxes**

PNP does not assume and shall not be liable for any taxes whatsoever which may be or become payable by the Existing Shareholders including any taxes resulting from or arising as a consequence of the sale, assignment, transfer and delivery by the Existing Shareholders to PNP of the Target Shares herein contemplated, and the Shareholders shall indemnify and save harmless PNP from and against all such taxes.

4.02 **Covenants of the Shareholders**

(1) The Shareholders shall ensure that the representations and warranties of the Shareholders set out in Section 3.01 over which the Shareholders have reasonable control are true and correct at the Time of Closing and that the conditions of closing for the benefit of the parties or PNP as set out in Article 5 over which the Shareholders have reasonable control have been performed or complied with by the Time of Closing.

(2) The Shareholders shall permit PNP, through its agents and representatives, to make such reasonable investigation prior to the Time of Closing of the assets of Enablence and their financial and legal condition as PNP considers necessary or advisable to familiarize itself with such assets and other matters and the Shareholders shall supply any and all documents and records of Enablence and the Shareholders to PNP and its agents and representatives as they may

reasonably require. The Shareholders shall also permit the inspection of the assets of Enablence prior to the Time of Closing by such federal, provincial or municipal authorities as PNP may require. Such investigations and inspections shall not, however, affect or mitigate the Shareholders' covenants, representations and warranties hereunder which shall continue in full force and effect.

(3) The Shareholders shall not amend, alter or change the terms of the Enablence Shareholders Agreement without the prior written consent of PNP, acting reasonably.

(4) On or before the Time of Closing, the Shareholders shall, pursuant to the terms of the Enablence Shareholders Agreement, procure the Transfer of the legal and beneficial title and ownership of the Target Shares to PNP free and clear of all mortgages, liens, pledges, charges, claims, security issues, agreements and encumbrances and any other rights of others.

(5) The Shareholders shall use best efforts to cause the Optionholders, other than the Management Shareholders, to deliver assignments of the Purchased Options, other than the Management Options, in favour of PNP at the Time of Closing as required under this Agreement.

(6) From the date of this Agreement to the Closing Date, the Shareholders shall and shall cause Enablence and its officers, directors, employees and agents to provide promptly all information relating to Enablence, its financial conditions, results of operations, Business, assets, operations or prospects, necessary for inclusion in an information circular (the "Circular") (including audited financial statements, as required, and any information that may be required with respect to an amendment or supplement to the Circular) that PNP may require to satisfy all requirements of applicable provincial securities laws, rules and policies relating thereto and shall be responsible for any statement, information or omission in the Circular relating to Enablence or its financial condition, results of operations, Business, assets, operations and prospects based upon written information furnished by it.

(7) Except as otherwise contemplated in this Agreement, the Shareholders shall cause the Business to be carried on in the normal and ordinary course between the date of execution and delivery of this Agreement and the Closing Date and undertake to notify PNP of any event or occurrence during such period which might reasonably be considered to have a materially adverse effect on the Business, and shall not do anything that would cause any of the covenants, representations and warranties contained in this Agreement (and over which the Shareholders have reasonable control) to be false or misleading.

(8) Unless otherwise contemplated herein or approved by PNP in writing, the Shareholders covenant with PNP that during the period from the date hereof until the earlier of the Closing Date or termination of this Agreement, the Shareholders shall not permit Enablence to:

(i) enter into any transaction not in the normal and ordinary course of Business;

(ii) make loans, advances or other payments, excluding routine advances to employees of Enablence for expenses incurred in the ordinary course of business and such amounts as contemplated in this Agreement;

(iii) incur or otherwise accept liability for any contractual obligation, liability or expense out of the ordinary course of Business, which includes any contractual obligation, liability or expense in excess of $25,000, other than a contractual obligation, liability or expense of Enablence related to this Agreement or the Financing;

(iv) issue, sell or agree to issue or sell any shares, rights, options, warrants or other securities of the Corporation, other than in respect of the Financing;

(v) purchase, cancel, retire, redeem or otherwise acquire any of the outstanding shares, rights, options, warrants or other securities of Enablence other than as contemplated herein;

(vi) change, amend or modify the charter documents or articles or bylaws of Enablence;

(vii) enter into or amend any contract or otherwise agree to any changes in any material contract to which Enablence is a party, other than credit or debt arrangements and refinancings;

(viii) merge or amalgamate with or agree to merge or amalgamate with, or purchase substantially all of the assets of, or otherwise acquire any business or sell or lease or agree to sell or lease, any material properties or assets or approve or undertake any other material transaction or furnish or cause to be furnished any information concerning the business, properties or assets of any person (other than to PNP) which is interested in any such transactions; and

(ix) do anything that would cause any of the covenants, representations and warranties contained in Sections 3.01 and 3.03(1) to be false or misleading in any material respect.

4.03 **Covenants of PNP**

(1) PNP shall ensure that the representations and warranties of PNP set out in Section 3.05 over which PNP has reasonable control are true and correct at the Time of Closing and that the conditions of closing for the benefit of the parties or the Shareholders set out in Article 5 over which PNP has reasonable control have been performed or complied with by the Time of Closing.

(2) Except as otherwise contemplated in this Agreement, PNP shall cause its business to be carried on in the normal and ordinary course between the date of execution and delivery of this Agreement and the Closing Date and undertake to notify the Shareholders of any event or occurrence during such period which might reasonably be considered to have a materially adverse effect on the business of PNP, and shall not do anything that would cause any of the

covenants, representations and warranties contained in this Agreement to be false or misleading in any material respect.

(3) PNP will take all necessary steps under its constating documents, the *Business Corporation Act* (British Columbia), the rules and policies of the TSXV and applicable securities legislation to obtain the requisite approval of its shareholders for the transactions and related matters contemplated herein.

(4) PNP shall, in a timely and expeditious manner and in consultation with Enablence, prepare an information circular in prescribed form and acceptable as to form and content to Enablence, acting reasonably, and as it relates to PNP not containing any misrepresentation, as defined under applicable securities legislation, and file such information circular with the TSXV.

(5) PNP shall furnish promptly to Enablence a copy of each notice, report, schedule or other document or communication delivered, filed or received by PNP in connection with the transactions contemplated herein, any filings under applicable laws and any dealings with regulatory or Governmental Authority.

(6) Subject to applicable laws, PNP shall not take any action, refrain from taking any action or permit any action over which PNP had control to be taken or not taken, where it would be inconsistent with this Agreement or would reasonably be expected to impede the consummation of the transactions contemplated herein for PNP to do so.

(7) PNP shall prepare and file with all applicable securities commissions or similar securities regulatory authorities, all such notifications and fees as to maintain its status as a reporting issuer not in default of any applicable securities legislation and to permit the issuance of the Consideration Shares as contemplated herein on a basis exempt from the prospectus and registration requirements under applicable securities legislation.

4.04 **Covenants of Enablence**

(1) Enablence shall ensure that the representations and warranties of Enablence as set out in Section 3.03(1) over which Enablence has reasonable control are true and correct at the Time of Closing and that the conditions of closing for the benefit of the parties as set out in Article 5 over which Enablence has reasonable control have been performed or complied with by the Time of Closing.

(2) On or before the Time of Closing, Enablence will comply with the terms of the Enablence Shareholders Agreement, to procure the valid and binding Transfer of the legal and beneficial title and ownership of the Target Shares to PNP free and clear of all mortgages, liens, pledges, charges, claims, security interests, agreements and encumbrances and any other rights of others.

ARTICLE 5- CONDITIONS

5.01 Conditions for the Benefit of the Parties

(1) The sale by the Shareholders and the purchase by PNP of the Target Shares is subject to the following conditions, which are for the exclusive benefit of the parties to be performed or complied with at or prior to the Time of Closing:

(a) the unconditional consent (or if conditional, upon conditions confirmed by the parties in writing to be acceptable), in so far as it may be necessary, of any regulatory authorities, in Canada or elsewhere, for the parties to perform their respective obligations in terms of this Agreement, including the TSXV;

(b) the approval by the shareholders of PNP of the transactions contemplated in this Agreement, to the extent required in accordance with the constating documents of PNP, the *Business Corporation Act* (British Columbia), the TSXV and applicable securities legislation;

(c) the distribution of the Common Shares in the United States to Existing Shareholders, Optionholders and Subscribers, as applicable, pursuant to this Agreement is exempt from registration requirements under the United States *Securities Act of 1933*;

(d) the distribution of the Common Shares in Canada to Existing Shareholders, Optionholders and Subscribers, as applicable, pursuant to this Agreement is exempt from registration and prospectus requirements of all applicable Canadian securities laws;

(e) the execution and delivery of the Letter Agreement by the parties thereto; and

(f) the execution by the Existing Shareholders and Redwood of an escrow agreement, if required by the TSXV, in accordance with the requirements of the TSXV.

5.02 Conditions for the Benefit of PNP

(1) The sale by the Shareholders and the purchase by PNP of the Target Shares is subject to the following conditions, which are for the exclusive benefit of PNP and are to be performed or complied with at or prior to the Time of Closing:

(a) the representations and warranties of the Shareholders set forth in Section 3.01 shall be true and correct at the Time of Closing with the same force and effect as if made at and as of such time;

(b) the completion of legal and financial due diligence in respect of Enablence by the legal counsel and advisors of PNP to the satisfaction of PNP;

(c) the Shareholders shall have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by the Shareholders at or prior to the Time of Closing;

(d) the representations and warranties of Enablence set forth in Section 3.03(1) shall be true and correct at the Time of Closing with the same force and effect as if made at and as of such time;

(e) Enablence shall have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by Enablence at or prior to the Time of Closing;

(f) Enablence will have provided to PNP unaudited financial statements for the interim period from January 1, 2006 to January 31, 2006;

(g) PNP shall have been furnished with such certificates, affidavits or statutory declarations of the Shareholders and of an officer of Enablence as PNP or PNP's counsel may consider to be reasonably necessary in order to establish that the terms, covenants and conditions contained in this Agreement to have been performed or complied with by the Shareholders or by Enablence, as the case may be, at or prior to the Time of Closing have been performed and complied with and that the representations and warranties of the Shareholders herein given are true and correct at the Time of Closing;

(h) PNP shall have been furnished with such certificates of such Existing Shareholders, Optionholders or Subscribers who are residents of the United States as PNP or PNP's counsel may consider to be reasonably necessary in order to establish that the Existing Shareholder, Optionholder or Subscriber is an "accredited investor" under the United States *Securities Act of 1933*, as amended;

(i) the agency agreement between Enablence and the Agent with respect to the Financing shall be in form and substance satisfactory to PNP, acting reasonably;

(j) the Subscription Receipt Agreement shall be in form and substance satisfactory to PNP, acting reasonably;

(k) the form of subscription agreement to be used in connection with the Financing shall be in form and substance satisfactory to PNP, acting reasonably;

(l) Enablence shall have completed the Financing and the proceeds thereof shall be held in escrow pursuant to the terms of the Financing;

(m) the Optionholders shall have assigned the Purchased Options to PNP on terms satisfactory to PNP, acting reasonably, effective as of the Time of Closing;

(n) the terms and conditions of the agreement between Enablence and Redwood and the issuance of the Redwood Options will be in form and substance acceptable to the TSXV; and

(o) all necessary steps and proceedings, including compliance with the Enablence Shareholders Agreement, shall have been taken to permit the Target Shares to be duly and regularly transferred to and registered in the name of PNP.

(2) In case any term or covenant of the Shareholders or condition to be performed or complied with for the benefit of PNP (including any conditions for the benefit of the parties) at or prior to the Time of Closing shall not have been performed or complied with at or prior to the Time of Closing, PNP may, without limiting any other right that PNP may have, at its sole option, either:

(a) rescind this Agreement by notice to the Shareholders, and in such event PNP shall be released from all obligations hereunder;

(b) extend the date for the fulfillment of such condition by written notice to the Shareholders no later than the Time of Closing, provided that no extension of the time for fulfillment of a condition for the benefit of the parties shall be effective until each party has delivered such a notice, in which event the Closing Date shall be extended to such agreed date; or

(c) waive compliance with any such term, covenant or condition in whole or in part on such terms as may be agreed upon without prejudice to any of its rights of rescission in the event of non-performance of any other term, covenant or condition in whole or in part; provided that no condition may be waived if the effect of such waiver shall be that this Agreement becoming effective or the performance by the parties of this Agreement would then be unlawful or give rise to any fine, penalty, prohibition or other sanction.

5.03 **Conditions for the Benefit of the Shareholders**

(1) The sale by the Shareholders and the purchase by PNP of the Target Shares is subject to the following conditions, which are for the exclusive benefit of the Shareholders and are to be performed or complied with at or prior to the Time of Closing:

(a) the approval of the performance by PNP of its obligations under this Agreement by the Board of Directors of PNP;

(b) the completion of legal and financial due diligence in respect of PNP by the legal counsel and advisors of Enablence to the satisfaction of Enablence;

(c) the representations and warranties of PNP set forth in Section 3.05 shall be true and correct at the Time of Closing with the same force and effect as if made at and as of such time;

(d) PNP shall have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by PNP at or prior to the Time of Closing;

(e) at the Time of Closing PNP will have cash and cash equivalents in an aggregate amount of not less than $1,500,000 net of all liabilities;

(f) PNP will have provided to Enablence audited financial statements of the year ended April 30, 2005;

(g) a special resolution to approve the continuance of PNP to the *Canada Business Corporations Act* will have been put before the shareholders of PNP for approval at a shareholders' meeting;

(h) a special resolution to change the name of PNP to "Enablence Technologies Inc." shall have been put before the shareholders of PNP for approval at a shareholders' meeting;

(i) a resolution shall have been put before the shareholders of PNP at a shareholders' meeting for approval of the ESOP, to the extent required in accordance with the constating documents of PNP, the *Business Corporation Act* (British Columbia), the *Canada Business Corporations Act* and the rules and policies of the TSXV and applicable securities legislation;

(j) subject to and conditioned upon the completion of the transactions contemplated by this Agreement, each of Tom S. Kusumoto, Joseph Blackwell and Greg McRae shall have delivered to PNP letters of resignation from the board of directors of PNP and the board shall have approved the appointment to the board of Arvind Chhatbar, Serge Bidnyk, Ashok Balakrishnan and John J. Ryan, III;

(k) the Shareholders shall be furnished with such certificates, affidavits or statutory declarations of an officer of PNP as the Shareholders or Enablence's counsel may reasonably think necessary in order to establish that the terms, covenants and conditions contained in this Agreement to have been performed or complied with by PNP at or prior to the Time of Closing have been performed and complied with and that the representations and warranties of PNP herein given are true and correct at the Time of Closing; and

(l) at the Time of Closing there shall be no contract, option or any other right of another binding upon or which at any time in the future may become binding upon PNP to allot or issue any of the unissued shares of PNP.

(2) In case any term or covenant of PNP or condition to be performed or complied with for the benefit of the Shareholders (including any conditions for the benefit of the parties) at or prior to the Time of Closing shall not have been performed or complied with at or prior to the Time of Closing, the Shareholders may, without limiting any other right that the Shareholders may have, at their sole option, either:

(a) rescind this Agreement by notice to PNP, and in such event the Shareholders shall be released from all obligations hereunder;

(b) extend the date for the fulfillment of such condition by written notice to PNP no later than the Time of Closing, provided that no extension of the time for fulfillment of a condition for the benefit of the parties shall be effective until each party has delivered such a notice, in which event the Closing Date shall be extended to such agreed date; or

(c) waive compliance with any such term, covenant or condition in whole or in part on such terms as may be agreed upon without prejudice to any of their rights of rescission in the event of non-performance of any other term, covenant or condition in whole or in part; provided that no condition may be waived if the effect of such waiver shall be that this Agreement becoming effective or the performance by the parties of this Agreement would then be unlawful or give rise to any fine, penalty, prohibition or other sanction.

5.04 **Failure to Close**

(1) If the conditions contained in Article 5 or any of them (the "Unfulfilled Conditions") are not fulfilled or their fulfilment is not waived by the Time of Closing:

(a) this Agreement, save for Article 1, this Section 5.04 and Sections 6.05 to 6.13 (both inclusive), which shall remain of full force and effect, shall be of no force or effect from inception and no party shall have any claim against any other party for anything done or arising hereunder; and

(b) if any of the Unfulfilled Conditions are conditions listed in Sections 5.01 or 5.02 and concern matters in respect of which the Shareholders or Enablence had reasonable control to ensure the fulfillment thereof and PNP (acting reasonably) is not satisfied that the Shareholders and Enablence have employed their reasonable efforts to procure the fulfillment of such Unfulfilled Condition by the Time of Closing, Enablence shall reimburse PNP for all of its reasonable costs and expenses incurred with respect to this Agreement and the transactions contemplated herein within 40 Business Days of the Time of Closing.

ARTICLE 6 - GENERAL

6.01 **Further Assurances**

Each of PNP, Enablence and the Shareholders shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other parties may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

6.02 **Time of the Essence**

Time shall be of the essence of this Agreement.

6.03 **Amendments and Waiver**

No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

6.04 **Assignment**

This Agreement may not be assigned by any party without the written consent of the other parties.

6.05 **Severability**

It is agreed that each Section of this Agreement is severable, the one from the other, and if any Section is found to be defective or unenforceable for any reason by any competent court, then the remaining Sections shall be of full force and effect, except to the extent that such Section goes to the root of this Agreement.

6.06 **Costs**

Subject to Section 5.04(1)(b), each of the parties hereto shall pay their respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

6.07 **Confidentiality**

(1) Save to the extent required under any applicable law, no public announcement or press release concerning the sale and purchase of the Target Shares, Purchased Options and Underlying Shares shall be made by PNP, Enablence or the Shareholders without the prior consent and joint approval of PNP, Enablence and the Shareholders, which consent or approval shall not be unreasonably withheld or delayed.

(2) All information or documents which may be made available by each party to the others in connection with the sale of the Target Shares, whether prior to or after the date hereof, shall be kept in the strictest confidence.

(3) Except to the extent required in order to procure the fulfilment of the conditions in Article 5, no party shall be entitled to disclose to any third party the nature or terms and conditions of this Agreement or the transactions envisaged herein without the prior written consent of the other parties, except as may be required to comply with any applicable

governmental or regulatory authority, rule, regulation or order, including the filings and disclosures required under the securities laws governing the business or activities of either party.

6.08 **Benefit of the Agreement**

This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.

6.09 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

6.10 **Counterparts**

This Agreement may be executed in several counterparts and by electronic transmission and each of such signed counterparts shall be deemed to be an original and shall together constitute a single instrument.

6.11 **Notices**

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient as follows:

To PNP:

P.O. Box 28051 West Pender Street
Vancouver, British Columbia
V6C 3T7

Attention: Tom S. Kusumoto

Facsimile No.: 604 683-9681

With a copy to:

Sangra Moller LLP
1000 – 925 West Georgia Street
Vancouver, B.C.
V6C 3L2

Attention: Winston Yee

Facsimile No.: 604-669-8803

To the Shareholders or to Enablence:

Enablence Inc.
400 March Road
Ottawa, Ontario
K2K 3H4

Attention: Arvind Chhatbar

Facsimile No.: 613 270-7850

With a copy to:

McCarthy Tetrault LLP
Suite 1400, The Chambers
40 Eglin Street
Ottawa, Ontario
K1P 5K6

Attention: Virginia Schweitzer

Facsimile No.: 613-563-9386

or to such other address, individual or electronic communication number as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth Business Day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication shall not be mailed but shall be given by personal delivery or by electronic communication.

6.12 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

6.13 **Attornment**

For the purpose of all legal proceedings this Agreement shall be deemed to have been performed in the Province of British Columbia and the courts of the Province of British Columbia shall have jurisdiction to entertain any action arising under this Agreement. PNP, Enablence and the Shareholders each hereby attorn to the jurisdiction of the courts of the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed this Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:	
Witness	**Arvind Chhatbar**
SIGNED, SEALED AND DELIVERED in the presence of:	
Witness	**Matt Pearson**
SIGNED, SEALED AND DELIVERED in the presence of:	
Witness	**Ashok Balakrishnan**
SIGNED, SEALED AND DELIVERED in the presence of:	
Witness	**Serge Bidnyk**

Jacqueline de Sibour
Witness

J.J. Ryan III 2005 GRAT #1

Per: John J Ryan
Name:
Title:

Jacqueline de Sibour
Witness

J.J. Ryan III 2005 GRAT #2

Per: John J Ryan
Name:
Title:

Jacqueline de Sibour
Witness

ORIAN PARTNERS L.P.

Per: John J Ryan
Name:
Title:

PACIFIC NORTHWEST PARTNERS LIMITED

Per: ______________________
Name:
Title:

ENABLENCE INC.

Per:
Name: ARVIND CHHATBAR
Title: CEO

J.J. Ryan III 2005 GRAT #1

Per: __________________________
Name:
Title:

J.J. Ryan III 2005 GRAT #2

Per: __________________________
Name:
Title:

ORIAN PARTNERS L.P.

Per: __________________________
Name:
Title:

PACIFIC NORTHWEST PARTNERS LIMITED

Per: __________________________
Name: Tom S. Kusumoto
Title: President

ENABLENCE INC.

Per: __________________________
Name:
Title: