

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made effective as of the 28th day of September, 2009,

AMONG:

PRECISION ENTERPRISES INC., a company incorporated under the laws of British Columbia and having an office at Suite 303, 595 Howe Street, Vancouver, British Columbia, V6C 2T5

("Precision")

AND:

NPTx NEUROPSYCHOTHERAPEUTICS CORPORATION, a company incorporated under the laws of British Columbia and having an office at Suite 300, 676 Seymour Street, Vancouver, British Columbia, V6B 3K1

("NPTx")

AND:

THE HOLDERS OF SHARES ISSUED BY NPTx, as listed in Schedule A attached hereto

(collectively, the "NPTx Shareholders")

AND:

NPTx MINDCARE CENTRES YVR1, a company incorporated under the laws of British Columbia and having an office at Suite 303, 595 Howe Street, Vancouver, British Columbia, V6C 2T5

("YVR")

AND:

NPTx MINDCARE CENTRES CANADA INC., a company incorporated under the laws of British Columbia and having an office at Suite 303, 595 Howe Street, Vancouver, British Columbia, V6C 2T5

("MCC")

(YVR and MCC are together referred to as the "NPTx Subsidiaries", and collectively with NPTx, as the "Targets")

WHEREAS:

- A. Precision is a "Capital Pool Company" whose common shares are listed on the TSX Venture Exchange;
- B. NPTx is the sole legal and beneficial owner of all of the issued and outstanding shares of YVR and is the sole legal and beneficial owner of 75% of the issued and outstanding shares of MCC;

- C. The NPTx Shareholders are the legal and beneficial owners of all of the issued and outstanding common shares of NPTx; and
- D. Precision wishes to purchase all of the issued and outstanding common shares of NPTx from the NPTx Shareholders in exchange for common shares of Precision, upon and subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1. INTERPRETATION

1.1 **Defined terms** – The following terms have the following meanings in this Agreement:

- (a) "**Acquisition**" means the acquisition of the NPTx Shares by Precision in exchange for the Precision Shares, upon and subject to the terms and conditions of this Agreement.
- (b) "**Applicable Law**" means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any governmental authority, regulatory body or stock exchange having jurisdiction over the transactions contemplated hereby.
- (c) "**Bolder**" means Bolder Investment Partners, Ltd., the agent engaged by Precision in respect of the brokered portion of the Financing;
- (d) "**Business**" means the business of providing medical treatment to patients through the use of repetitive transcranial magnetic stimulation.
- (e) "**Business Day**" means any day except Saturday, Sunday or a statutory holiday in Vancouver, British Columbia.
- (f) "**Closing**" means the completion of the Acquisition on the Closing Date pursuant to the terms and conditions contained in this Agreement.
- (g) "**Closing Date**" means October 30, 2009, or such other date as Precision and NPTx may mutually agree in writing.
- (h) "**Due Diligence Period**" means the period ending on September 30, 2009, unless extended in writing by Precision and NPTx.
- (i) "**Effective Date**" means the date of this Agreement.
- (j) "**Exchange**" means the TSX Venture Exchange.
- (k) "**Financing**" means the brokered and non-brokered private placement offering and sale of 12,000,000 Financing Units.
- (l) "**Financing Units**" means the units to be offered and sold under the Financing, each such Financing Unit to consist of one common share in the capital of Precision and one half of one Financing Warrant.
- (m) "**Financing Warrants**" means the common share purchase warrants of Precision, one half of which will be included in each Financing Unit. Each whole Financing Warrant will entitle the holder thereof to acquire an additional common share of Precision at a

purchase price of \$0.50 per share at any time for one year from the closing of the Financing.

- (n) "**Governmental Authority**" means any government or governmental, administrative, regulatory or judicial body, department, commission, authority, tribunal, agency or entity.
- (o) "**Intellectual Property**" means (i) all patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions, invention disclosures, improvements, discoveries, trade secrets, confidential information and technical data, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) designs, design registrations, and design registration applications; (v) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations and the goodwill associated with any of the foregoing; (vi) computer software and programs; and (vii) any other intellectual property and industrial property.
- (p) "**Letter Agreement**" means the letter agreement dated July 31, 2009 between NPTx and Precision, as amended by the Addendum Agreement dated August 28, 2009.
- (q) "**NPTx Shares**" means the 119,034 issued and outstanding Class A Voting Shares in the capital of NPTx, being all of the issued and outstanding securities in the capital of NPTx, to be acquired by Precision in exchange for the Precision Shares at the Closing pursuant to the terms and conditions contained in this Agreement.
- (r) "**NPTx Subsidiaries**" means, together, YVR and MCC, and "**NPTx Subsidiary**" means either of them.
- (s) "**Ordinary Course**" means, with respect to an action taken by a Person, that such action is consistent with the past practices of the Person and is taken in the ordinary course of the normal day-to-day operations of the Person.
- (t) "**Person**" means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, trust, unincorporated association, joint venture or other entity or Governmental Authority and pronouns have a similarly extended meaning.
- (u) "**Precision Shares**" means the 39,995,424 common shares in the capital of Precision to be issued to the NPTx Shareholders in exchange for the NPTx Shares at the Closing pursuant to the terms and conditions contained in this Agreement.
- (v) "**Securities Act**" means the *Securities Act* of British Columbia, as amended from time to time.
- (w) "**Targets**" means, collectively, NPTx, YVR and MCC and "**Target**" means either of them.
- (x) "**Time of Closing**" means 11:00 a.m. (Pacific Time) on the Closing Date.

1.2 **Schedules** – The following schedules attached hereto constitute a part of this Agreement:

- Schedule A – List of NPTx Shareholders
- Schedule B – Issued and Authorized Capital of the Targets

Schedule C – Material Contracts
 Schedule D – Employees

1.3 **Headings** – The headings in this Agreement are for reference only and do not constitute terms of the Agreement.

1.4 **Interpretation** – Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate as the context may require.

1.5 **Currency** – Unless otherwise stated, all references to money in this Agreement shall be deemed to be references to the currency of Canada.

2. PURCHASE AND SALE

2.1 **Agreement** – Upon and subject to the terms and conditions of this Agreement, each NPTx Shareholder hereby agrees to sell to Precision the NPTx Shares owned by such NPTx Shareholder as set out in Schedule A, and Precision agrees to purchase all and no less than all of the NPTx Shares from the NPTx Shareholders on the Closing Date, in exchange for the issuance of 336 Precision Shares for each NPTx Share.

2.2 **Restrictions on Resale** – Precision understands and acknowledges that the NPTx Shares will be subject to certain resale restrictions under Applicable Law and Precision agrees to comply with such restrictions. Precision also acknowledges that the certificates for the NPTx Shares will bear a legend or legends respecting restrictions on transfers as required under Applicable Law, and that Precision is solely responsible for complying with such restrictions.

2.3 **Acknowledgements** – Each NPTx Shareholder hereby acknowledges and agrees with Precision as follows:

- (a) The transfer of the NPTx Shares and the issuance of the Precision Shares will be made pursuant to appropriate exemptions (the "**Exemptions**") from the formal takeover bid and registration and prospectus (or equivalent) requirements of the Applicable Law.
- (b) As a consequence of acquiring the Precision Shares pursuant to the Exemptions:
 - (i) the NPTx Shareholder is restricted from using certain of the civil remedies available under the Applicable Law;
 - (ii) the NPTx Shareholder may not receive information that might otherwise be required to be provided to the NPTx Shareholders, and Precision is relieved from certain obligations that would otherwise apply under the Securities Act if the Exemptions were not being relied upon by Precision;
 - (iii) there is no government or other insurance covering the Precision Shares;
 - (iv) there are risks associated with the acquisition of the Precision Shares;
 - (v) there are restrictions on the NPTx Shareholder's ability to resell the Precision Shares and it is the responsibility of each NPTx Shareholder to find out what those restrictions are and to comply with them before selling the Precision Shares; and
 - (vi) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Precision Shares.

- (c) If the NPTx Shareholder is a resident of any jurisdiction other than British Columbia, the NPTx Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Law of that jurisdiction which apply to the sale of the NPTx Shares and the issuance of the Precision Shares and which may impose restrictions on the resale of such Precision Shares in that jurisdiction and it is the responsibility of the NPTx Shareholder to find out what those trade restrictions are, and to comply with them before selling the Precision Shares.
- (d) The Precision Shares will be subject to certain resale restrictions under Applicable Law and the NPTx Shareholder agrees to comply with such restrictions. The NPTx Shareholder also acknowledges that the certificates for the Precision Shares will bear a legend or legends respecting restrictions on transfers as required under Applicable Law and that the NPTx Shareholder has been advised to consult its own legal advisor with respect to applicable resale restrictions and that it is solely responsible for complying with such restrictions. For greater certainty, under Canadian securities laws and Exchange policies the Precision Shares will only be subject to a four month hold period from the date of issue, and the NPTx Shareholder must hold and may not sell, transfer or in any manner dispose of the Precision Shares until four months and one day after the date of issue.

3. CHANGE IN DIRECTORS AND OFFICERS OF TARGETS

3.1 New directors and officers on Closing

- (a) Effective as of the Closing, the directors and officers of Precision will be as follows:

Iain Glass	President, Chief Executive Officer and Director
Rick Barnett	Chief Financial Officer and Secretary
Edgar Kaiser Jr.	Director and Chairman
Dr. Julia Levy	Director
Bruce Hosford	Director
Bill Wilkerson	Director
Joe DeVries	Director
Whitney Pansano	Director

- (b) Upon completion of the Closing, the new directors of Precision will determine the directors and officers of NPTx and the NPTx Subsidiaries.
- (c) If any of the proposed directors and officers of Precision, NPTx or any of the NPTx Subsidiaries are not acceptable to the Exchange, the directors of NPTx shall nominate such other person as may be acceptable to the Exchange.

3.2 **Resignations** – At the Closing, Precision shall deliver resignations of those directors and officers of Precision who are either not continuing with Precision or are continuing in a different capacity or role, such resignations to include waivers in respect of any liabilities of Precision in a form acceptable to NPTx, acting reasonably.

3.3 **PIFs** – Before the expiry of the Due Diligence Period, NPTx shall deliver to Precision, in respect of each of the proposed directors and officers of Precision (other than current directors or officers of Precision or nominees of Precision), and, if required by the Exchange, of NPTx and the NPTx Subsidiaries, the following:

- (a) a duly completed consent to act as a director of Precision, to be dated as of the Closing Date; and
- (b) a duly completed Exchange Form 2A – Personal Information Form/Consent Form.

4. COVENANTS AND AGREEMENTS

4.1 **Given by the Targets** – The Targets jointly and severally covenant and agree with Precision that each of the Targets will:

- (a) permit representatives of Precision full access during normal business hours to its books, records and property including, without limitation, all of the assets, contracts, financial records and minute books of such Target, so as to permit Precision to make such investigation of the Targets as Precision deems necessary;
- (b) arrange for the minute books of NPTx to be updated to reflect the cancellation and return to treasury of all Class C shares of NPTx prior to the expiry of the Due Diligence Period;
- (c) from and including the Effective Date through to and including the Time of Closing, preserve and protect the Business, goodwill, assets and undertaking of the Targets;
- (d) use its reasonable commercial efforts to obtain any and all required third party consents and any shareholder approvals, consents or agreements to be able to deliver to Precision 100% of the NPTx Shares at the Closing;
- (e) assist Precision with obtaining all shareholder and regulatory approvals by providing Precision, in a timely manner, with:
 - (i) any information as may be necessary or desirable for the preparation and completion of a filing statement in respect of the Acquisition providing comprehensive disclosure on the Targets in the form required by the Exchange and applicable securities laws (the "**Filing Statement**");
 - (ii) such opinions of legal counsel to the Targets in such form as may be required by the Exchange and/or by Bolder; and
 - (iii) such other documents as Precision may reasonably request;
- (f) co-operate with Research Capital Corp., the valuator retained by Precision to value the NPTx Shares;
- (g) from and including the Effective Date through to and including the Time of Closing, carry on the Business in the Ordinary Course in a reasonable and prudent manner and as otherwise contemplated by this Agreement;
- (h) from and including the Effective Date through to and including the Time of Closing, except as set out in this Agreement, not issue any securities of any of the Targets, nor enter into any agreement or understanding with any other party to issue any securities of any of the Targets without the prior written consent of Precision;
- (i) from and including the Effective Date through to and including the Time of Closing, not directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into negotiations with, any person (other than Precision), with respect to any amalgamation, merger, consolidation,

arrangement, restructuring, sale of any material assets or part thereof of it, unless such action is necessary to comply with paragraph (h) above or is required as a result of the fiduciary duties of the directors and officers of the relevant company;

- (j) do all such acts and things reasonably necessary to ensure that all of the representations and warranties of the Targets remain true and correct and not do any such act or thing that would render any representation or warranty untrue or incorrect;
- (k) comply with the terms hereof and faithfully and expeditiously seek to satisfy the conditions precedent set out and to close the Acquisition and related transactions by October 30, 2009; and
- (l) from and including the Effective Date through to and including the Time of Closing, ensure that each of the Targets complies in all respects with the foregoing covenants and the spirit and intent of this Agreement.

4.2 Given by Precision – Precision covenants and agrees with the Targets and the NPTx Shareholders that Precision will:

- (a) permit representatives of the Targets and the NPTx Shareholders full access during normal business hours to its property, books and records including, without limitation, all of the assets, contracts, financial records and minute books of Precision, so as to permit such investigation of Precision as the Targets and the NPTx Shareholders deem reasonably necessary;
- (b) use its reasonable commercial efforts to obtain all required regulatory approvals for the Acquisition and in connection therewith, to the extent required, prepare the Filing Statement in respect of the Acquisition providing comprehensive disclosure on Precision and NPTx in the form required by the Exchange and Applicable Law;
- (c) use its reasonable commercial efforts to obtain all consents, approvals, permits, authorizations or filings as may be required under Applicable Law and the constating documents of Precision for the performance by Precision of its obligations under this Agreement prior to the Closing, including approval by the Exchange;
- (d) from and including the Effective Date through to and including the Time of Closing, carry on its Business in the Ordinary Course;
- (e) from and including the Effective Date through to and including the Time of Closing not enter into any agreement or understanding with any other party, other than in relation to the Financing, to issue any securities without the prior written consent of NPTx, such consent not to be unreasonably withheld;
- (f) from and including the Effective Date through to and including the Time of Closing, not directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into negotiations with, any person (other than NPTx), with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of Precision, unless such action is necessary to comply with paragraph (f) above or required in order to fully carry out the fiduciary duties of the directors and officers of Precision;
- (g) use its reasonable commercial efforts to complete the Financing concurrently with the Acquisition;

- (h) from and including the Effective Date through to and including the Time of Closing, do all such acts and things necessary to ensure that all of the representations and warranties of Precision remain true and correct and not do any such act or thing that would render any representation or warranty of Precision untrue or incorrect; and
- (i) comply with the terms hereof and faithfully and expeditiously seek to satisfy the conditions precedent set out below and to close the Acquisition and related transactions by October 30, 2009.

5. FINDER'S FEE

No finder's fees will be paid or is payable by Precision or any of the Targets to any other person in connection with the transactions contemplated hereby, other than the finder's fees payable by the issuance of 500,000 Precision Shares to each of Rolf Tevely and the Headcase Safety Products Inc, or such brokerage fees, finder's fees or commissions that are or may be payable by Precision to Bolder and/or other third parties in connection with the Financing.

6. CONDITIONS PRECEDENT

6.1 **In favour of all parties** – The obligations of all parties under this Agreement are subject to the fulfillment of the following conditions:

- (a) all consents being obtained from all third parties that are necessary to complete the Acquisition, including, without limitation, the consent of the Exchange to the Acquisition and the Financing on the terms set out herein; and
- (b) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Acquisition and the Financing; and all consents, orders and approvals required or necessary or desirable for the completion of the Acquisition shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to all of the parties hereto, acting reasonably.

6.2 **In favour of Precision** – Precision's obligations under this Agreement are subject to the fulfillment of the following conditions:

- (a) NPTx not having more than 119,034 NPTx Shares issued and outstanding on the Closing Date;
- (b) all documents necessary or, in the view of counsel to Precision, appropriate, to complete the transfer of legal and beneficial ownership of all NPTx Shares shall have been delivered at the Closing;
- (c) the board of directors and shareholders of each of the Targets will have given all necessary approvals for the entry into of this Agreement and all transactions to be completed by the Targets as contemplated hereby;
- (d) except as previously disclosed to and consented to by the other parties, the absence of any material transaction out of the Ordinary Course of NPTx and the NPTx Subsidiaries or any material adverse change in their respective financial condition, assets or liabilities (contingent or otherwise) from the Effective Date to the Closing;
- (e) Precision being satisfied with the results of its due diligence investigations into each of the Targets, in its discretion;

- (f) the representations and warranties of the Targets and the NPTx Shareholders or any one of them shall be completely true and correct as if such representations and warranties had been made by the Targets and the NPTx Shareholders as of the Time of Closing; and
- (g) the Targets and the NPTx Shareholders shall have complied with all of their respective covenants and agreements contained in this Agreement.

The conditions precedent set forth above are for the exclusive benefit of Precision and may be waived by it in whole or in part on or before the Time of Closing.

6.3 In favour of the NPTx Shareholders and the Targets – The respective obligations of the Targets and the NPTx Shareholders under this Agreement are subject to the fulfilment of the following conditions:

- (a) Precision shall not have more than 8,500,000 Precision Shares issued and outstanding on the Closing Date before the issuance of the Precision Shares to the NPTx Shareholders on completion of the Acquisition and the Private Placement;
- (b) at the Time of Closing, Precision shall have delivered the resignations of directors and officers of Precision contemplated herein and such other documentation as is necessary to appoint the proposed nominees to the board of directors of Precision;
- (c) the board of directors of Precision will have given all necessary approvals for the entry into of this Agreement and all transactions contemplated hereby to be completed by Precision, including the Financing;
- (d) the representations and warranties of Precision shall be completely true and correct as if such representations and warranties had been made by Precision as of the Time of Closing; and
- (e) Precision shall have complied with all of its covenants and agreements contained in this Agreement.

The conditions precedent set forth above are for the exclusive benefit of the NPTx Shareholders and the Targets and may be waived by NPTx for itself, and on behalf of the NPTx Shareholders and the NPTx Subsidiaries, in whole or in part on or before the Time of Closing.

7. REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties Concerning Precision – Precision represents and warrants to the Targets and the NPTx Shareholders as of the date hereof and as of the Closing Date as follows:

- (a) Formation and Corporate Power – Precision is a corporation incorporated and existing under the laws of British Columbia. Precision has the corporate power and authority to enter into and deliver this Agreement and to carry out its obligations under the Agreement on the terms and conditions set forth herein, and this Agreement when executed and delivered will constitute a legal and binding obligation of Precision, enforceable against it in accordance with its terms and conditions.
- (b) Reporting Issuer – Precision is a "reporting issuer" in British Columbia and Alberta and a "Capital Pool Company" whose common shares are listed for trading on the Exchange. The parties acknowledge that the common shares of Precision have been suspended from trading in pending completion of the Acquisition.

- (c) No Conflict – The execution and delivery of and the performance of Precision of this Agreement:
- (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of its constating documents;
 - (ii) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any other Person to exercise any rights under, any of the terms or provisions of any agreement, lease, license or instrument of any kind whatsoever to which it is a party; and
 - (iii) do not and will not result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever.
- (d) Authorized and Issued Capital – Precision is authorized to issue an unlimited number of common shares, of which 7,900,000 common shares are validly issued and outstanding as fully paid and non-assessable. Precision has outstanding incentive stock options entitling the holders to acquire an aggregate of up to 600,000 Precision Shares at any time up to March 4, 2012 for a price of \$0.10 per Precision Share.
- (e) No Other Securities – Other than the securities referred to in paragraph (d) above, there are no shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a "security" of Precision (as that term is defined in the Securities Act) which are outstanding.
- (f) Title to Precision Shares – Upon the Closing, the Precision Shares will be validly issued to the NPTx Shareholders as fully paid and non-assessable.
- (g) Financial Disclosure – The financial statements, annual and interim management discussion and analysis and press releases filed with the securities commissions in British Columbia and Alberta since Precision became a "reporting issuer" (collectively, the "**Public Record**") are in all material respects accurate and up to date and omit no facts, the omission of which could reasonably be considered to make the Public Record materially misleading or incorrect.
- (h) Financial Statements – The financial statements of Precision appearing on the SEDAR website, and those contained in the Filing Statement, present fairly the financial position of Precision at the relevant dates and the results of its operations and the changes in the financial position for the periods indicated in said statements. The financial statements have been prepared in accordance with accounting principles generally accepted in Canada consistently applied (except as to changes in accounting policies publicly disclosed by Precision). There has been no material adverse change in Precision's affairs since the date of such financial statements.
- (i) No Actions – There are no outstanding actions, suits, judgments, investigations or proceedings of any kind whatsoever against or affecting Precision at law or in equity or before or by any federal, provincial, state, municipal or other Governmental Authority, commission, board, bureau or agency of any kind whatsoever nor are there, to the best of Precision's knowledge, any pending or threatened.

7.2 **Representations and Warranties Concerning the Targets** – The Targets jointly and severally represent and warrant to Precision as of the date hereof and as of the Closing Date as follows:

- (a) Formation and Existence – Each of NPTx and the NPTx Subsidiaries has been duly incorporated under the laws of the Province of British Columbia, is in good standing with respect to the filing of annual reports with the British Columbia Registrar of Corporations, and is not in default of any requirement of the *Business Corporations Act* (British Columbia).
- (b) Restrictions on Trading Shares – None of NPTx or the NPTx Subsidiaries is subject to any regulatory decision or order prohibiting or restricting trading in its shares.
- (c) Corporate Power – Each of NPTx and the NPTx Subsidiaries has the corporate power and authority to enter into and deliver this Agreement and to carry out its obligations thereunder on the terms and conditions set forth herein, and this Agreement when executed and delivered will constitute a legal and binding obligation of each of NPTx and the NPTx Subsidiaries, enforceable against it in accordance with its terms and conditions.
- (d) Subsidiaries – NPTx has no subsidiaries other than YVR and MCC.
- (e) No Conflict – The execution and delivery of and the performance by each of NPTx and the NPTx Subsidiaries of the Agreement and the transactions contemplated thereunder:
 - (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any Person to exercise any rights under, any of the terms or provisions of its constating documents or bylaws;
 - (ii) do not and will not (or would not with the giving or notice, the lapse of time or the happening of any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any Person to exercise any rights under, any of the terms or provisions of any agreement, lease, licence or other instrument of any kind whatsoever to which NPTx or any of the NPTx Subsidiaries is a party or pursuant to which any of the assets or property of NPTx or any of the NPTx Subsidiaries may be affected;
 - (iii) do not and will not result in a breach of, or cause the termination or revocation of, any authorization held by NPTx or the NPTx Subsidiaries or necessary to the operation of the Business; and
 - (iv) do not or will not result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind.
- (f) Authorized and Issued Capital
 - (i) Schedule B accurately describes the authorized and issued share capital of each of NPTx and the NPTx Subsidiaries;
 - (ii) all of the issued and outstanding shares of NPTx are legally and beneficially owned by those Persons identified in Schedule A;
 - (iii) the sole issued and outstanding share of YVR is legally and beneficially owned by NPTx;

- (iv) of the 100 common shares of MCC which are issued and outstanding, 75 common shares are legally and beneficially owned by NPTx and 25 common shares are legally and beneficially owned by 2030586 Ontario Ltd., the shares of which are owned by Gardner Church and Linda Church,

and all the shares referred to in paragraphs (ii) to (iv) above have been duly issued and are outstanding as fully paid and non-assessable, and have been issued in compliance with all Applicable Laws.

- (g) No Other Securities – Other than the shares referred to in paragraph (f) above, there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a "security" of any of NPTx or the NPTx Subsidiaries (as that term is defined in the Securities Act which are outstanding.
- (h) No Other Agreements to Purchase – Except for Precision's rights under this Agreement, no Person has any agreement, option or warrant or any right or privilege capable of becoming an agreement or option for the purchase of any issued or unissued securities of NPTx or either of the NPTx Subsidiaries.
- (i) Title to Shares – The NPTx Shareholders are the registered and beneficial owners of all of the NPTx Shares with good title, free and clear of all liens and encumbrances other than those restrictions on transfer, if any, contained in the articles of NPTx. NPTx is the registered and beneficial owner of all of the issued and outstanding shares of YVR and is the registered and beneficial owner of 75% of the issued and outstanding shares of MCC with good title, free and clear of all liens and encumbrances, other than those restrictions on transfer, if any, contained in the articles of YVR and MCC, respectively.
- (j) Dividends and Distributions – Since April 30, 2009, NPTx and the NPTx Subsidiaries have not been directly or indirectly declared or paid any dividends or declared or made any other distribution on any of their shares of any class.
- (k) Corporate Records – The corporate records, including all constating documents and by-laws, minutes of meetings and resolutions of shareholders, directors and any committees, the central securities register and register of directors of each of NPTx and the NPTx Subsidiaries are complete and accurate and all corporate proceedings and actions reflected in such corporate records have been conducted or taken in compliance with all applicable laws and with the constating documents of each of NPTx and the NPTx Subsidiaries. Without limiting the generality of the foregoing, (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders of each of NPTx and the NPTx Subsidiaries held since their incorporation and all such meetings were properly called and held, (ii) the minute books contain all resolutions passed by the directors and shareholders (and committees, if any) of each of NPTx and the NPTx Subsidiaries and all such resolutions were properly passed, (iii) the central securities register and register of transfers of each of NPTx and the NPTx Subsidiaries are complete and accurate, all transfers have been properly completed and approved and any tax payable in connection with the transfers of any securities has been paid, and (iv) the register of directors and officers of each of NPTx and the NPTx Subsidiaries are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be.
- (l) Shareholders' Agreement – None of NPTx or the NPTx Subsidiaries has been subject to, or affected by, any shareholders' agreements which is currently existing or in effect, or

other agreements governing the voting, holding or transfer or sale of shares or the management of the affairs of NPTx or the NPTx Subsidiaries.

- (m) Licenses and Permits – NPTx and the NPTx Subsidiaries have acquired all material licences, registrations, authorizations, permits, approvals and consents necessary to carry on the Business and such licences, registrations, authorizations, permits, approvals and consents are in good standing.
- (n) Conducting Business – NPTx and the NPTx Subsidiaries are conducting the Business in compliance with all applicable laws, rules and regulations of each jurisdiction in which the Business is carried on.
- (o) Conduct of Business in Ordinary Course – Since April 30, 2009, the Business has been carried on in the Ordinary Course and NPTx and the NPTx Subsidiaries have not:
 - (i) sold, transferred or otherwise disposed of any assets used in the Business except for assets which are obsolete or inventory sold in the Ordinary Course;
 - (ii) made any capital expenditures or commitment other than in the Ordinary Course;
 - (iii) discharged any secured or unsecured obligation or liability (whether accrued, absolute, contingent or otherwise) or prepaid or accelerated any long term debt, in each case other than in the Ordinary Course;
 - (iv) increased their indebtedness for borrowed money or made any loan or advance, or assumed, guaranteed or otherwise became liable with respect to the liabilities or obligation of any Person;
 - (v) granted any general increase in the rate of wages, salaries, bonuses, benefits or other remuneration of any employees of NPTx or the NPTx Subsidiaries except as may be required under a material contract or in the Ordinary Course;
 - (vi) written off as uncollectible any accounts receivable which individually or in the aggregate is material to NPTx and the NPTx Subsidiaries;
 - (vii) suffered any extraordinary loss, whether or not covered by insurance;
 - (viii) compromised or settled any litigation, proceeding or other government action relating to the Business;
 - (ix) cancelled or reduced any of insurance coverage;
 - (x) made any change in any method of accounting or auditing practice, or amended or approved any amendment to the constating document, by-laws or capital structure of NPTx or any of the NPTx Subsidiaries; or
 - (xi) authorized, agreed or otherwise committed, whether or not in writing, to do any of the foregoing.
- (p) No Material Adverse Change – Since April 30, 2009, there has not been any material adverse change in the affairs, prospects, operations or condition of NPTx or any of the NPTx Subsidiaries or the Business and no event has occurred or exists which may result in such a material adverse change.

- (q) Sufficiency of Assets – The Business is the only business operation carried on by NPTx and the NPTx Subsidiaries, and the assets of NPTx and the NPTx Subsidiaries include all rights and property necessary to enable NPTx and the NPTx Subsidiaries to conduct the Business after the Closing substantially in the same manner as it was conducted prior to the Closing.
- (r) Title to Assets – NPTx owns (with good title) all of the properties and assets (whether real, personal or mixed and whether tangible or intangible) that it purports to own including all the properties and assets reflected as being owned by NPTx in its financial books and records, and NPTx has legal and beneficial ownership of its assets free and clear of all liens and encumbrances.
- (s) No Options to Purchase Assets – No Person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase or other acquisition from NPTx of any of its assets.
- (t) Machinery and Equipment – All machinery, and equipment owned or used by NPTx and the NPTx Subsidiaries in the Business has been properly maintained and is in good working order for the purposes of ongoing operation, subject to ordinary wear and tear for comparable machinery and equipment.
- (u) Leases – None of NPTx or the NPTx Subsidiaries is a party to or under any agreement to become a party to any lease with respect to real property other than the leases of which copies have been provided to Precision, and each lease is in good standing, creates a good and valid leasehold estate in the leased properties thereby demised and is in full force and effect without amendment. With respect to each lease, (i) all rents have been paid, (ii) no waiver or postponement of the lessee's obligations has been granted by the lessor, (iii) there exists no events of default or event, condition or act (including purchasing the NPTx Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default under the lease, and (iv) all of the covenants to be performed by any other part under the lease have been fully performed.
- (v) Books and Records – All accounting and financial books and records of NPTx and the NPTx Subsidiaries have been fully, properly and accurately kept and completed in all material respects, and such books and records of NPTx disclose all material financial transactions of NPTx and the NPTx Subsidiaries.
- (w) Financial Position – The unaudited consolidated financial statements of NPTx for the year ended April 30, 2009 that have been provided to Precision present fairly the financial position of NPTx at the relevant dates and the results of its operations and the changes in its financial position for the periods indicated in the said statements. The financial statements have been prepared in accordance with accounting principles generally accepted in Canada consistently applied.
- (x) No Undisclosed Liabilities – There are no material liabilities of NPTx, whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the NPTx financial statements except those incurred in the Ordinary Course of the Business since April 30, 2009 and such liabilities are recorded in the books and records of NPTx, and NPTx has not granted any general security over its assets or security in any particular asset, other than as set out in Schedule C.
- (y) No Third Party Debts or Liabilities – NPTx and the NPTx Subsidiaries have not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any Person.

- (z) Shareholder Loans – Other than the amount of \$200,000 owing to Iain Glass (to be paid on the Closing Date) \$20,000 to Bruce Hosford and \$5,000 owing to Bill Neill, on the Closing Date there will be no loans owed by NPTx or the NPTx Subsidiaries to any of the NPTx Shareholders.
- (aa) Environmental Matters – To the knowledge of NPTx and the NPTx Subsidiaries, there are no contaminants located on any of the leased properties and none of NPTx or the NPTx Subsidiaries has been required by any Governmental Authority to perform any environmental closure, rehabilitation or restoration in connection with any real property.
- (bb) No Judgments – There are no outstanding actions, suits, judgments, investigations or proceedings of any kind whatsoever against or affecting NPTx or any of the NPTx Subsidiaries or their properties, assets or the Business at law or in equity or before or by any federal, provincial, state, municipal or other Governmental Authority, commission, board, bureau or agency of any kind whatsoever nor are there, to the knowledge of NPTx and the NPTx Subsidiaries, any pending or threatened.
- (cc) Material Contracts – NPTx and the NPTx Subsidiaries are not party to any material contracts other than those set out in Schedule C, and to the knowledge of NPTx and the NPTx Subsidiaries, NPTx and the NPTx Subsidiaries are not in default or breach in any material respect of any of its material contracts nor have the material contracts been modified, terminated or cancelled and, to the best of their knowledge, there exists no state of facts as of the date hereof which, after notice or lapse of time or both, would constitute such a default, breach, modification, termination or cancellation or trigger or accelerate the maturity or performance of any obligation by, or otherwise adversely affect, NPTx or the NPTx Subsidiaries, in full force and effect and NPTx and the NPTx Subsidiaries are entitled to all rights and benefits thereunder. NPTx agrees to obtain, on or before the Closing, the consent of Great West Life, TD Canada Trust and Coast Capital Savings to the Acquisition, and such other consents of third parties as counsel for Precision may reasonably require.
- (dd) Insurance – NPTx and the NPTx Subsidiaries have their property insured against loss or damage by such insurable hazards or risks as are customarily insured against by companies operating or owning similar properties and conducting a similar business, and NPTx and the NPTx Subsidiaries are not in material default or breach with respect to any of the provisions contained in any of its insurance policies and they have not failed to give any notice or present any claim under any of their insurance policies in a due and timely fashion.
- (ee) Employees
- (i) Schedule D contains a list of all of NPTx's employees and consultants, showing without names or employee numbers their salaries, wage rates, commissions and consulting fees, bonus arrangements, benefits, positions, status as full-time or part-time employees, length of service and any written employment contracts they have.
- (ii) The NPTx Subsidiaries do not have any employees or consultants nor have they ever had any employees or consultants.
- (iii) NPTx is in compliance with all terms and conditions of employment and all laws respecting employment, including pay equity, wages and hours of work and occupational health and safety, and there are no outstanding claims, complaints, investigations or orders under any applicable laws.

- (iv) NPTx is not a party to or bound by any collective bargaining agreement and no collective agreement is currently being negotiated by NPTx or any other Person in respect of employees of NPTx.
 - (v) NPTx has paid all wages, vacation pay and other remuneration currently due and payable to its employees, and NPTx has remitted all deductions made by NPTx from their employee payroll for income taxes, Canada Pension Plan and unemployment insurance premiums which are currently due for remittances.
 - (vi) No employee of NPTx has any agreement as to length of notice or severance payment required to terminate his or her employment, other than such as results by law from the employment of an employee without an agreement as to notice or severance.
 - (vii) To the best of the knowledge of NPTx, no employee of NPTx has breached any agreement such that NPTx would be liable to other parties to the breached agreement for employing or continuing to employ the employee and no employees are subject to any restrictions which would limit an employee's activities on behalf of NPTx including without limitation matters relating to previous inventions, discoveries or other items of Intellectual Property.
 - (viii) No notice has been received by NPTx of any complaint filed by any of the employees against NPTx claiming that NPTx has violated the *Employment Standards Act* (British Columbia) or the *Human Rights Code* (British Columbia) (or any applicable employee or human rights or similar legislation in the other jurisdictions in which NPTx conducts or carries on the Business) or of any complaints or proceedings of any kind involving NPTx or any employee of NPTx before any labour relations board or other similar authority.
 - (ix) There are no outstanding orders or charges against NPTx under the *Workers' Compensation Act* (British Columbia) (or any applicable health and safety legislation in the other jurisdictions in which the Business is conducted).
 - (x) All levies, assessments and penalties made against NPTx pursuant to the *Workers' Compensation Act* (British Columbia) (and applicable workers compensation legislation in the other jurisdictions in which the Business is conducted) have been paid by NPTx, and NPTx has not been reassessed under any such legislation since their respective incorporation.
 - (xi) There are no pensions, profit sharing, group insurance or similar plans or other deferred compensation plans of any kinds whatsoever affecting NPTx or the NPTx Subsidiaries.
- (ff) Taxes
- (i) All tax returns and reports of NPTx and the NPTx Subsidiaries required by law to be filed have been filed and are substantially true, complete and correct and all taxes and other government charges of any kind whatsoever of NPTx and the NPTx Subsidiaries have been paid.
 - (ii) There are no audits, assessments, reassessments, suits, proceedings, investigations or claims pending against NPTx or the NPTx Subsidiaries in respect of taxes paid or payable, and there are no matters under discussion

involving NPTx or the NPTx Subsidiaries with, or the subject of any agreement with, any government authority relating to claims for additional taxes.

- (iii) There are no agreements, waivers or other arrangements providing for an extension of time with respect to the assessment or reassessment of any tax owing by NPTx or the NPTx Subsidiaries, the filing of any tax returns by NPTx or the NPTx Subsidiaries, or the payment of any tax by NPTx or the NPTx Subsidiaries.

(gg) Intellectual Property

- (i) NPTx and the NPTx Subsidiaries own all rights, title and interest in and to the Intellectual Property owned by NPTx and the NPTx Subsidiaries, free and clear of all liens and encumbrances and NPTx and the NPTx Subsidiaries have the right to use all the Intellectual Property used by them in carrying on the Business. NPTx and the NPTx Subsidiaries have taken all reasonable steps in order to protect their rights in and to their owned Intellectual Property.
- (ii) NPTx and the NPTx Subsidiaries have not granted to any Person any right, license or permission to use all or any portion of the Intellectual Property. Other than pursuant to the terms of the material contracts of NPTx described in Schedule C, NPTx and the NPTx Subsidiaries are not obligated to pay any royalties, fees or other compensation to any Person in respect of the ownership, use or license of any Intellectual Property.
- (iii) The Intellectual Property owned by or licensed to NPTx or the NPTx Subsidiaries comprises all of the intellectual property necessary for the conduct of the Business as presently and previously conducted.
- (iv) The operation of the Business does not infringe upon the Intellectual Property rights of any Person and no claims have been asserted or are threatened by any Person alleging that the conduct of the Business, including the use of Intellectual Property owned by, licensed to or used by NPTx or the NPTx Subsidiaries, infringes upon any of their Intellectual Property rights. To the knowledge of NPTx and the NPTx Subsidiaries, there are no valid grounds for any such *bona fide* claims by any such Person alleging a conflict with or infringement of their Intellectual Property rights and there are facts that cast doubt on the validity or enforceability of any of the Intellectual Property owned by, licensed or used by NPTx or the NPTx Subsidiaries.
- (v) NPTx and the NPTx Subsidiaries have not received any notice asserting that any Intellectual Property conflicts or will conflict with the rights of any Person.
- (vi) All employees and consultants of NPTx have entered into confidentiality, intellectual property assignment and propriety information agreements with and in favour of NPTx. Each such Person has waived its non-assignable rights (including moral rights) to any Intellectual Property created by it on behalf of NPTx.

- (hh) Data Systems – The data processing and data storage facilities of NPTx and the NPTx Subsidiaries are adequate and properly protected and NPTx and the NPTx Subsidiaries have in place appropriate disaster recovery plans, procedures and facilities and have taken steps and implemented procedures to safeguard their data processing system, computer equipment and other systems. NPTx and the NPTx Subsidiaries have taken steps and implemented procedures to reasonably ensure that their data processing system, computer equipment and other systems are free from viruses and disabling codes.
- (ii) Brokerage Fees – NPTx and the NPTx Subsidiaries have not incurred and will incur any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation with respect to this Agreement or the transactions contemplated herein.
- (jj) Full Disclosure – To the knowledge of NPTx and the NPTx Subsidiaries, none of the Targets or their management has withheld from Precision any material information necessary to enable Precision to make an informed assessment and valuation of the Business, assets and liabilities of NPTx and the NPTx Subsidiaries, and all documents and written information delivered by NPTx or its representatives under this Agreement to Precision or its representatives are complete and correct in all material respects as of the date of this Agreement.

7.3 Concerning the NPTx Shareholders – In order to induce Precision to enter into this Agreement and complete its obligations hereunder, each of the NPTx Shareholders severally represents and warrants to Precision solely with respect to itself that:

- (a) Qualification – In respect of each NPTx Shareholder, if he or she is an individual, he or she is of legal age and is legally competent to enter into and perform his or her obligations under this Agreement. If a corporation, the NPTx Shareholder is a corporation incorporated and existing under the laws of its jurisdiction of incorporation, it has the corporate power to enter into and perform its obligations under this Agreement, and the consummation of the transactions contemplated under this Agreement have been duly authorized by all necessary corporate or other action on the part of such NPTx Shareholder.
- (b) Validity of Agreement – The execution and delivery of and performance by such NPTx Shareholder of this Agreement:
 - (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening or any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any Person to exercise any rights under, any of the terms or provisions of any agreements or other instrument of any kind, including any constating documents or by-laws if applicable, to which it is a party or pursuant to which any of its assets or property may be affected;
 - (ii) do not and will not result in a breach of, or cause the termination or revocation of, any authorization held by such NPTx Shareholder necessary to the ownership of the NPTx Shares; and
 - (iii) do not and will not result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind.
- (c) Required Authorizations – There is no requirement on the part of such NPTx Shareholder to make any filing with or give any notice to any Governmental Authority in connection with the Acquisition, except for filings required by Applicable Law. There is no requirement on the part of such NPTx Shareholder to obtain any consents, approvals or

waivers of any Person under any contracts or instruments to which such NPTx Shareholder is a party or pursuant to which any of the NPTx Shareholder's assets may be affected in connection with the completion of the Acquisition.

- (d) Binding Obligation – This Agreement has been duly executed and delivered by such NPTx Shareholder and constitutes a legal and binding obligation of such NPTx Shareholder, enforceable against it in accordance with its terms.
- (e) Title to Shares – Such NPTx Shareholder is the registered and beneficial owner of the NPTx Shares set forth opposite that NPTx Shareholder's name in Schedule A, with good title, free and clear of all liens and encumbrances. Upon completion of the Acquisition, Precision will have good and valid title to such NPTx Shares free and clear of all liens other than those restrictions on transfer, if any, contained in the articles of NPTx.
- (f) No Option to Purchase – To the best of the knowledge of the NPTx Shareholder, except for Precision's rights under this Agreement, no Person has any agreement, option or warrant or any right or privilege capable of becoming an agreement or option for the purchase of any issued or unissued securities of NPTx.
- (g) Independent Legal Advice – The NPTx Shareholder has been advised to obtain and has been given an opportunity to obtain independent legal advice prior to entering into this Agreement.

7.4 **Survival** – The representations and warranties made by the parties under this Part 7 are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time, and should such not be the case, the parties to whom the representations and warranties were made shall be entitled, for a period of one year following the Closing, to seek remedy against that party for any such misrepresentation or breach of warranty.

7.5 **No limit on rights** – The parties jointly and severally acknowledge and agree, each with the other, that a party's investigations shall in no way limit or otherwise adversely affect that party's rights under the representations and warranties given to it by any other party under this Agreement.

8. CLOSING

8.1 **Closing Date** – The Closing shall take place at the Time of Closing at the offices of DuMoulin Black LLP, 10th Floor, 595 Howe Street, Vancouver, British Columbia, Canada, V6C 2T5, or at such other time, date or place upon which the parties may mutually agree.

8.2 **Deliveries by the Targets and the NPTx Shareholders** – At the Closing, the Targets and the NPTx Shareholders shall deliver to Precision the following documents:

- (a) a certified true copy of the resolutions of the directors and, if necessary, the shareholders of NPTx evidencing that the board of directors and, if applicable, shareholders of NPTx have approved this Agreement and all of the transactions of NPTx and the NPTx Shareholders contemplated hereunder and the resolutions shall include specific reference to:
 - (i) the sale and transfer of the NPTx Shares from the NPTx Shareholders to Precision as provided for in this Agreement;
 - (ii) the cancellation of the certificates (the "**Old Certificates**") representing the NPTx Shares held by the NPTx Shareholders; and

- (iii) the issuance of new certificates (the "**New Certificates**") representing the NPTx Shares registered as directed by Precision;
- (b) the Old Certificates, and if required, with the form of transfer on the reverse duly executed for transfer or accompanied by a duly executed stock power of attorney;
- (c) the New Certificates;
- (d) opinion letters from the solicitor(s) for the Targets dated as of the Closing Date, in a form acceptable to Precision and its counsel;
- (e) a certificate signed by authorized representatives of the Targets that the representations and warranties of the Targets contained in this Agreement are true and correct in every respect as of the Time of Closing on the Closing Date;
- (f) a certificate signed by each NPTx Shareholder that the representations and warranties of such NPTx Shareholder contained in this Agreement are true and correct in every respect as of the Time of Closing on the Closing Date;
- (g) the written consent of Great West Life, TD Canada Trust and Coast Capital Savings to the Acquisition, and such other consents of third parties as counsel for Precision may reasonably require; and
- (h) such other materials that are, in the opinion of Precision reasonably required to be delivered by the NPTx Shareholders and by the Targets in order for them to meet their obligations under this Agreement.

8.3 Deliveries by Precision – At the Time of Closing on the Closing Date, Precision shall deliver to NPTx and the NPTx Shareholders:

- (a) certified true copies of the resolutions of the directors evidencing the approval of this Agreement and all of the transactions of Precision contemplated hereunder, including without limitation the Acquisition and the securities issuable under the Acquisition;
- (b) evidence of any required regulatory approval to the Acquisition;
- (c) resignations of the directors and officers of Precision pursuant to Section 3.2 of this Agreement;
- (d) certificates representing the Precision Shares registered in the respective names of the NPTx Shareholders;
- (e) a certificate signed by an officer of Precision confirming that the representations and warranties of Precision contained in this Agreement are true and correct in every respect as of the Time of Closing; and
- (f) such other materials that are, in the opinion of NPTx reasonably required to be delivered by Precision in order for it to meet its obligations under this Agreement.

9. TERMINATION

9.1 By either party – Each of NPTx or Precision shall, in its sole discretion, have the right to terminate this Agreement:

- (a) if it is not satisfied with the results of its due diligence in connection with the other party or parties, as the case may be, or as to the legal or tax consequences of concluding the transactions contemplated herein, provided notice of such termination is given to the other party on or before expiry of the Due Diligence Period;
- (b) in the event it becomes apparent the Exchange will not approve the terms of this Agreement or the transactions contemplated herein; or
- (c) in the event the other party's conditions precedent or the mutual conditions precedent are not satisfied or waived on or before 5:00 p.m. (Pacific Time) December 7, 2009, or such later date as may be agreed to in writing by the parties.

9.2 **Survival** – In the event this Agreement is terminated, the provisions of sections 10 and 12.4 shall survive the termination.

10. PUBLIC DISCLOSURE

10.1 **Restrictions on Disclosure** – No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any party without the prior written agreement of the other parties as to timing, content and method, provided that the obligations herein will not prevent any party from making, after consultation with the other parties, such disclosure as its counsel advises is required by Applicable Law or the rules and policies of the Exchange or as is required to carry out the transactions contemplated in this Agreement or the obligations of any of the parties hereto.

10.2 **Confidentiality** – Except with the prior written consent of the other parties, each of the parties and its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the other party concerning any of Precision, the NPTx Shareholders, NPTx, YVR or MCC in strictest confidence and shall not be disclosed or used by the recipients thereof, except such information and documents available to the public or as are required to be disclosed by Applicable Law. All such information in written or electronic form and documents will be promptly returned to the party originally delivering them in the event that the transactions provided for in this Agreement are not completed.

10.3 **Personal Information** – Each of the NPTx Shareholders hereby consents to the disclosure of his or her personal information in connection with the transactions contemplated by this Agreement, and acknowledges and consents to the fact that NPTx and Precision are collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of the NPTx Shareholder for the purposes of completing this Agreement and the transactions contemplated hereby. Each NPTx Shareholder acknowledges and consents to NPTx and Precision retaining such personal information for as long as permitted or required by law or business practices. Each NPTx Shareholder further acknowledges and consents to the fact that NPTx and Precision may be required by applicable securities legislation or the rules and policies of the Exchange to provide regulatory authorities with any personal information provided by the NPTx Shareholders in this Agreement and each NPTx Shareholder further consents to the public disclosure of such information by electronic filing or by any other means.

11. POWER OF ATTORNEY

Each of the NPTx Shareholders hereby nominates, constitutes and appoints the Secretary of NPTx, of the City of Vancouver in the Province of British Columbia, Canada, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, and in his name, place and stead, to execute any and all documents, instruments and agreements relating to the Acquisition, including duly

executed stock powers of attorney authorizing the transfer to Precision of NPTx Shares held by each respective NPTx Shareholder, with full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully and to all intents and purposes as each of the undersigned NPTx Shareholders might or could do in person, and each of the undersigned NPTx Shareholders hereby ratifies and agrees to ratify and confirm all that the said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

12. GENERAL

12.1 **Time** – Time is of the essence of this Agreement.

12.2 **Entire Agreement** – This Agreement constitutes the entire Agreement among the parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein. In particular, upon the execution and delivery of this Agreement, the Letter Agreement and Addendum Agreement are hereby terminated and of no further force and effect.

12.3 **Further Assurances** – The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Closing, reasonably require of the others in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a party to this Agreement subsequent to the Closing, shall survive the Closing.

12.4 **Expenses** – Each of Precision, NPTx, YVR, MCC and the NPTx Shareholders shall pay their own costs, fees and expenses, including legal expenses, incurred in connection with the transactions contemplated herein.

12.5 **Amendments** – No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by all of the parties to this Agreement.

12.6 **Notices** – Any notice, request, demand, election and other communication of any kind whatsoever to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or by fax to the parties at their following respective addresses:

To either of the Targets or the NPTx Shareholders:

NPTx NeuroPsychoTherapeutics Corporation
Suite 300, 676 Seymour Street
Vancouver, British Columbia, V5B 3K4

Attention: Iain Glass, President
Fax: 604-739-7884
Email: iain.glass@mindcarecentres.com

To Precision:

Precision Enterprises Inc.
Suite 303, 595 Howe Street
Vancouver, British Columbia, V6C 2T5

Attention: Joe DeVries

Fax: 604-718-2808
Email: joe@odysseyexplorations.com

or to such other addresses as may be given in writing by the parties hereto in the manner provided for in this paragraph, and the party sending such notice should request acknowledgment of delivery and the party receiving such notice should provide such acknowledgment. Notwithstanding whether or not a request for acknowledgment has been made or replied to, whether or not delivery has occurred will be a question of fact. If a party can prove that delivery was made as provided for above, then it will constitute delivery for the purposes of this Agreement whether or not the receiving party acknowledged receipt.

12.7 Assignment – This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.

12.8 Governing Law – This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties hereby attorn to the non-exclusive jurisdiction of the Courts of British Columbia.

12.9 Counterparts – This Agreement may be signed by fax and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

12.10 Severability – If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

12.11 Number and Gender – Unless the context of this Agreement otherwise requires, to the extent necessary so that each clause will be given the most reasonable interpretation, the singular number will include the plural and vice versa, the verb will be construed as agreeing with the word so substituted, words importing the masculine gender will include the feminine and neuter genders, words importing persons will include firms and corporations and words importing firms and corporations will include individuals.

12.12 Enurement – This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, trustees, representatives, heirs and executors.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the Effective Date.

PRECISION ENTERPRISES INC.

Per:

Authorized Signatory

NPTX MINDCARE CENTRES YVR1 INC.

per:

Authorized Signatory

SIGNED, SEALED AND DELIVERED
by **IAIN GLASS**, as Trustee of the Glass
Trust in the presence of:

Name
303-595 Howe St.

Address
Vancouver BC

City
Admin/corp

Occupation

SIGNED, SEALED AND DELIVERED
by **BRUCE HOSFORD** in the presence of:

Name

Address

City

Occupation

SIGNED, SEALED AND DELIVERED
by **EDGAR KAISER JR.**
in the presence of:

Name

Address

City

Occupation

**NPTX NEUROPSYCHOTHERAPEUTICS
CORPORATION**

Per:

Authorized Signatory

NPTX MINDCARE CENTRES CANADA, INC.

per:

Authorized Signatory

IAIN GLASS, as Trustee of the Glass Trust

BRUCE HOSFORD

EDGAR KAISER JR.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the Effective Date.

PRECISION ENTERPRISES INC.

Per:

Authorized Signatory

NPTX MINDCARE CENTRES YVRI INC.
per:

Authorized Signatory

SIGNED, SEALED AND DELIVERED
by **IAIN GLASS**, as Trustee of the Glass
Trust in the presence of:

Name

Address

City

Occupation

SIGNED, SEALED AND DELIVERED
by **BRUCE HOSFORD** in the presence of:

Andrea Garcia Fernandez
Name

1529 North East Butt Road
Address

Jackson (WY) 83001
City

Guest Manager
Occupation

SIGNED, SEALED AND DELIVERED
by **EDGAR KAISER JR.**
in the presence of:

Name

Address

City

Occupation

**NPTX NEUROPSYCHOTHERAPEUTICS
CORPORATION**

Per:

Authorized Signatory

NPTX MINDCARE CENTRES CANADA, INC.
per:

Authorized Signatory

IAIN GLASS, as Trustee of the Glass Trust

Bruce Hosford

BRUCE HOSFORD

EDGAR KAISER JR.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the Effective Date.

PRECISION ENTERPRISES INC.

Per:

Authorized Signatory

NPTX MINDCARE CENTRES YVR1 INC.

per:

Authorized Signatory

SIGNED, SEALED AND DELIVERED
by IAIN GLASS, as Trustee of the Glass
Trust in the presence of:

Name

Address

City

Occupation

SIGNED, SEALED AND DELIVERED
by BRUCE HOSFORD in the presence of:

Name

Address

City

Occupation

SIGNED, SEALED AND DELIVERED
by EDGAR KAISER JR.
in the presence of:

Steve Chui
STEVE Chui

Name

1590 Ballouve Ave

Address

West Vancouver V2V 1A7

City

KAISER FOUNDATION STAFF

Occupation

NPTX NEUROPSYCHOTHERAPEUTICS
CORPORATION

Per:

Authorized Signatory

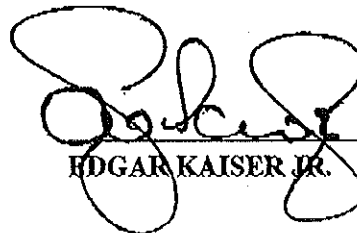
NPTX MINDCARE CENTRES CANADA, INC.

per:

Authorized Signatory

IAIN GLASS, as Trustee of the Glass Trust

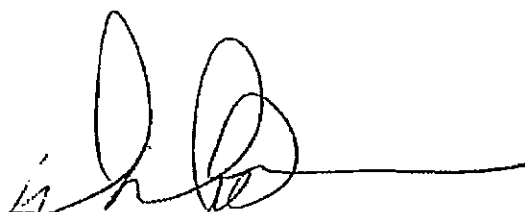
BRUCE HOSFORD



EDGAR KAISER JR.

SIGNED, SEALED AND DELIVERED
by **BILL WILKERSON**
in the presence of:

Bill Wilkerson
Name
97 Augusta St
Address
West Pope Rd
City
Corporate Director
Occupation



BILL WILKERSON

SIGNED, SEALED AND DELIVERED
by **JENNIFER LORD**
in the presence of:

Name

Address

City

Occupation

JENNIFER LORD

SIGNED, SEALED AND DELIVERED
by **JOETTE DECORE**
in the presence of:

Name

Address

City

Occupation

JOETTE DECORE

SIGNED, SEALED AND DELIVERED
by **MIKE BALZER**
in the presence of:

Name

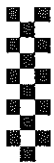
Address

City

Occupation

MIKE BALZER

DKM430601\Q710132V2



TX - 604-710-2508

SIGNED, SEALED AND DELIVERED
by **BILL WILKERSON**
in the presence of:

Name

Address

City

Occupation

BILL WILKERSON

SIGNED, SEALED AND DELIVERED
by **JENNIFER LORD**
in the presence of:

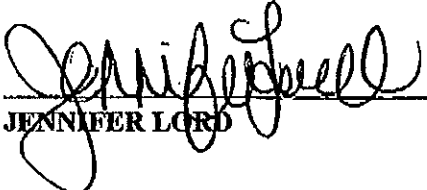
Heather Scott

Name
2050 Soria St Ste 38

Address
VANCOUVER

City
B/C

Occupation



JENNIFER LORD

SIGNED, SEALED AND DELIVERED
by **JOETTE DECORE**
in the presence of:

Name

Address

City

Occupation

JOETTE DECORE

SIGNED, SEALED AND DELIVERED
by **MIKE BALZER**
in the presence of:

Name

Address

City

Occupation

MIKE BALZER

SIGNED, SEALED AND DELIVERED
by **BILL WILKERSON**
in the presence of:

Name

Address

City

Occupation

BILL WILKERSON

SIGNED, SEALED AND DELIVERED
by **JENNIFER LORD**
in the presence of:

Name

Address

City

Occupation

JENNIFER LORD

SIGNED, SEALED AND DELIVERED
by **JOETTE DECORE**
in the presence of:

Joette Decore

Name
48 Valleyview Cres.

Address
Edmonton, AB

City
Executive

Occupation

Joette Decore

JOETTE DECORE

SIGNED, SEALED AND DELIVERED
by **MIKE BALZER**
in the presence of:

Name

Address

City

Occupation

MIKE BALZER

SIGNED, SEALED AND DELIVERED
by **BILL WILKERSON**
in the presence of:

Name

Address

City

Occupation

BILL WILKERSON

SIGNED, SEALED AND DELIVERED
by **JENNIFER LORD**
in the presence of:

Name

Address

City

Occupation

JENNIFER LORD

SIGNED, SEALED AND DELIVERED
by **JOETTE DECORE**
in the presence of:

Name

Address

City

Occupation

JOETTE DECORE

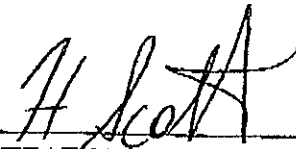
SIGNED, SEALED AND DELIVERED
by **MIKE BALZER**
in the presence of:

GEERY ROLVFS
Name
10683 GLENWOOD DR.
Address
SURREY, B.C.
City
DIRECTOR DISTRIBUTION
Occupation CMA


MIKE BALZER

SIGNED, SEALED AND DELIVERED
by HEATHER SCOTT
in the presence of:

Jennifer Lord
Name
#701-1001 Homer BC
Address
Vancouver, BC V6B1M4
City
VIP operations
Occupation


HEATHER SCOTT

SIGNED, SEALED AND DELIVERED
by BILL NEIL
in the presence of:

Name
Address
City
Occupation

BILL NEIL

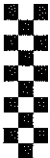
SIGNED, SEALED AND DELIVERED
by SHELBY NEIL
in the presence of:

Name
Address
City
Occupation

SHELBY NEIL

566712 B.C. LTD.
Per:

Authorized Signatory



SIGNED, SEALED AND DELIVERED
by **HEATHER SCOTT**
in the presence of:

Name

Address

City

Occupation

HEATHER SCOTT

SIGNED, SEALED AND DELIVERED
by **BILL NEILL**
in the presence of:

M. CHATEAUNEUF
Name Michel Chateauneuf
Box 309, 625 Balsam Cres
Address
OAKBANK MB R0E 1J0
City
R.C.M.P. CONSTABLE
Occupation

Bill Neill

BILL NEILL

SIGNED, SEALED AND DELIVERED
by **SHELBY NEILL**
in the presence of:

M. CHATEAUNEUF
Name Michel Chateauneuf
Box 309, 625 Balsam Cres
Address
OAKBANK MB R0E 1J0
City
R.C.M.P. CONSTABLE
Occupation

Shelby Neill

SHELBY NEILL

566712 B.C. LTD.
Per:

Authorized Signatory

SIGNED, SEALED AND DELIVERED
by **HEATHER SCOTT**
in the presence of:

Name

Address

City

Occupation

HEATHER SCOTT

SIGNED, SEALED AND DELIVERED
by **BILL NEIL**
in the presence of:

Name

Address

City

Occupation

BILL NEIL

SIGNED, SEALED AND DELIVERED
by **SHELBY NEIL**
in the presence of:

Name

Address

City

Occupation

SHELBY NEIL

566712 B.C. LTD.

Per: 

Authorized Signatory

SCHEDULE A

LIST OF NPTX SHAREHOLDERS

Name	No. of NPTx Shares owned	No. of Precision Shares to be issued
Iain Glass, Trustee of the Glass Trust	82,130	27,595,680
Bruce Hosford	21,133	7,100,688
Edgar Kaiser Jr.	1,488	499,968
Bill Wilkerson	1,488	499,968
Jennifer Lord	1,250	420,000
Joette Decore	2,875	966,000
Mike Blazer	1,250	420,000
Heather Scott	500	168,000
Bill and Shelby Neil	1,920	645,120
566712 B.C. Ltd.	5,000	1,680,000
TOTALS	119,034	39,995,424

SCHEDULE B

ISSUED AND AUTHORIZED CAPITAL OF THE TARGETS

Target	Authorized Capital	Issued Capital
NPTx	Unlimited number of Class A Voting Shares 100,000 Class B Non-Voting Shares Unlimited number of Class C Shares	119,034 Class A Voting Shares No Class B Non-Voting Shares 1,000 Class C Shares
YVR	100,000 Class A Voting shares	1 Class A Voting Share
MCC	Unlimited number of common shares	100 common shares

SCHEDULE C

MATERIAL CONTRACTS

- 1) Letter Agreement among Ottawa MindCare Inc., the Target Company and NPTx MindCare Centres Canada Inc. dated as of October 15, 2007, pursuant to which Ottawa MindCare is operating a licensee clinic.
- 2) Sublease Agreement between The Royal Ottawa Health Care Group / Services de Santé Royal Ottawa MindCare Inc. dated as of October 24, 2007, pursuant to which Ottawa MindCare has perpetuity rights to rTMS delivery within the hospital.
- 3) Letter Agreement between NPTx MindCare Centres Canada Inc. and The Centre for Addiction and Mental Health dated as of April 29, 2008, pursuant to which MindCare Centres of Canada will be the deliverer of reimbursed rTMS services for the hospital and defining the transaction if such services are covered in the future by Ontario Health Insurance Plan.
- 4) Health Services Agreement between The Great-West Life Assurance Company ("GWL") and NPTx, carrying on business as MindCare Centres, dated as of June 1, 2008, pursuant to which NPTx is a 3rd party deliverer of reimbursed services for GWL.
- 5) Agency Agreement between NPTx MindCare Centres Canada Inc. and Marcel Mazaltarim dated as of December 5, 2008, pursuant to which Mr. Mazaltarim is operating a licensee clinic.
- 6) General Security Agreement between NPTx and TD Canada Trust dated as of August 2002.
- 7) General Security Agreement between NPTx and Coast Capital Savings dated July 6, 2005.
- 8) Agreement with Gardiner Church dated effective as of April 15th, 2007.
- 9) Exclusive Negotiation Agreements with the Beth Israel Deaconess Medical Center and the Children's Medical Center Corporation dated as of September 21st, 2009.
- 10) Employment contract with Kate Keetch dated as of March 16, 2009 in relation to her role as an rTMS technician and patient care representative.
- 11) Employment contract with Deanne Bertoia dated August 1, 2008 in relation to her role as manager of clinic development.
- 12) Employment contract with Tina Peckmezian dated September 14, 2009 in relation to her role as a managed technician and patient care representative.
- 13) Employment contract with Jennifer S. Lord dated March 10, 2008 in relation to her role as Vice President of Operations.
- 14) Employment contract with Anjana Magapu dated August 1, 2008 in relation to her role as managed technician and patient care representative.
- 15) Employment contract with Patrick Marceau dated August 29, 2008 in relation to his role as patient systems analyst and programmer.
- 16) Employment contract with Heather M. Scott dated August 27, 2008, in relation to her role as a part-time technician.

- 17) Employment confidentiality agreement with Tracy Lermite dated August 13, 2008 in relation to her role as rTMS technician and patient care representative.
- 18) Lease Agreement dated September 22, 2008 with The Centre for Additional and Mental Health.
- 19) Lease Agreement with the Fairmont Medical Building Limited and the Target Company pursuant to which the Target Company leases space within which it operates the Vancouver clinic.
- 20) Letter Agreement between NPTX and Precision dated July 31, 2009.
- 21) Addendum Agreement between NPTx and Precision dated August 28, 2009.

SCHEDULE D

NPTx EMPLOYEES AND CONSULTANTS

Vice President, Operations – Employment contract described in Schedule C

Vancouver, BC

- Full-time
- \$85,000/year
- Bonus and review overdue from Jan 10, 2009; bonus up to 15-20% salary
- Start Date: January 5, 2005
- Pacific Blue Cross benefits: 100% coverage

Manager of Information Systems – Employment contract described in Schedule C

Vancouver, BC

- Full-time
- \$75,000/year
- Bonus due May 2010: up to 15% salary
- Start Date: May 7, 2007
- Pacific Blue Cross benefits: 80% coverage

Technician – Employment contract described in Schedule C

Vancouver, BC

- Full-time
- \$45,000/year
- No bonus structure
- Review due October 1, 2009
- Start Date: March 16, 2009
- Pacific Blue Cross benefits: 80% coverage

Part-time Technician – Employment contract described in Schedule C

Vancouver, BC

- Part-time
- \$24.80/hour
- Start Date: August 3, 2006
- No benefits

Part-time Technician – Employment contract described in Schedule C

Vancouver, BC

- Part-time
- \$19.20/hour
- Start Date: August 20, 2007
- No benefits

Manager, Clinical Development – Employment contract described in Schedule C

Toronto, Ontario

- Full-time, Toronto clinic
- \$65,000/year
- Bonus and review overdue August 1, 2009; bonus up to 12% of salary
- Start Date: Dec 15, 2004
- Pacific Blue Cross benefits: 80% coverage

Technician – Employment contract described in Schedule C

Toronto, Ontario

- Full-time, Toronto clinic
- \$38,000/year
- No bonus structure
- Review overdue August 1, 2009
- Start Date: August 1, 2008
- Pacific Blue Cross benefits: 80% coverage

Technician – Employment contract described in Schedule C

Toronto, Ontario

- Part-time, Toronto clinic
- \$19.20/hour
- Start Date: September 19, 2009
- No benefits

Supervisory Physicians Paid on an Hourly-Basis – No consulting agreements in place

\$250/hour

2 in Vancouver, BC

2 in Toronto, Ontario