

K41699
Enwisen.com

May 4, 2000

Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

900003253339--1
-05/15/00-01163-002
*****70.00 *****70.00

900003253339--1
-05/15/00-01163-003
*****52.50 *****52.50

Subject: Enwisen.com Articles of Merger

Gentlemen:

Please find enclosed a copy of the Agreement and Plan of Reorganization, along with the Articles of Merger for Enwisen.com. Please file these documents return to us a certified copy.

I have enclosed two checks, as follows:

- Check #1147 in the amount of \$52.50 to cover the costs of providing a certified copy.
- Check #1146 in the amount of \$70.00 to cover the cost of filing for each merging and surviving corporation (\$35 each).

Please let me know if you need any additional information.

Sincerely,



Shirley R. McCormack
Office Manager

FILED
00 JUN -5 PM 2:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Enclosures: Plan of Reorganization
Articles of Merger
Checks (2)

C
Per Shirley
McCormack
name of merging
corp is ENWISEN,
Inc. -

merger
of 6/5/00

give OK to
Also correct Date of adoption

ARTICLES OF MERGER
Merger Sheet

MERGING:

ENWISEN, INC., a nonqualified California corp.

INTO

ENWISEN.COM., A FLORIDA CORPORATION, a Florida entity, K41699

File date: June 5, 2000

Corporate Specialist: Susan Payne

ARTICLES OF MERGER
(Profit Corporations)

FILED
00 JUN -5 PM 2:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Enwisen.com, a Florida Corporation</u>	<u>Florida</u>

Second: The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Enwisen, Inc.</u>	<u>California</u>
<u>Ozone Technology, Inc. [note:</u>	<u>Florida</u>
<u>following the merger, Ozone</u>	
<u>Technology changed its name first</u>	
<u>to Enwisen.com, Inc., then to Enwisen.</u>	
<u>com, a Florida Corporation]</u>	

Third: The Plan of Merger is attached. (See attached Agreement and Place of Reorganization.)

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on April 30, 1999 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on May 31, 2000.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

[illegible]

John J. Williams

Frank J. McCormack

Chairman/CEO

Enwissen.com, a

Frank & Helen

Frank J. McCormack

Florida corporation

Chairman/CEO

AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") made and entered into as of April 30, 1999, is by and among Ozone Technology, Inc., a Florida corporation (hereinafter referred to as the "Company"), Enwisen, a California corporation (hereinafter referred to as "Enwisen"), and each of the holders of shares of Common Stock of Enwisen (hereinafter collectively referred to as the "Enwisen Stockholders") listed on Exhibit A attached hereto.

RECITALS

WHEREAS, the Enwisen Stockholders collectively own all of the issued and outstanding shares of common stock of Enwisen (hereinafter referred to as the "Enwisen Shares");

WHEREAS, Frank J. McCormack (hereinafter referred to as "McCormack") is an officer and director of Enwisen and holds a substantial number of the Enwisen Shares;

WHEREAS, the Company desires to acquire all of the Enwisen Shares and the Enwisen Stockholders desire to exchange all of the Enwisen Shares for shares of common stock of the Company in a transaction intended to qualify under Section 368 of the Internal Revenue Code of 1986, as amended (the "Code").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in reliance upon the representations and warranties hereinafter set forth, the parties agree as follows:

1. EXCHANGE OF THE SHARES AND CONSIDERATION

1.1 Shares Being Exchanged. Subject to the terms and conditions of this Agreement, at the closing provided for in Section 2 hereof (the "Closing"), each of the Enwisen Stockholders shall sell, assign, transfer and deliver to the Company all of the Enwisen Shares which each of them respectively own.

1.2 Consideration. Subject to the terms and conditions of this Agreement and in consideration of the sale, assignment, transfer and delivery of the Enwisen Shares to the Company, at the Closing, the Company shall issue and deliver to the Enwisen Stockholders a number of shares of Common Stock of the Company (hereinafter referred to as the "Company Shares") equal to 75% of the Company's Total Shares (as defined below), each Enwisen Stockholder to receive, as full consideration for the Enwisen Shares sold to the Company by such Enwisen Stockholder, a pro rata portion of the Company Shares based on the number of Enwisen Shares held by each Enwisen Stockholder. For purposes of this Agreement, "Total Shares" shall mean the sum of (i) the number of shares of the Company's Common Stock outstanding on the date of this Agreement, (ii) the number of shares of the Company's Common Stock issued or issuable on the Closing Date to investors pursuant to the private offering described in Section 8.2 below, and (iii) the Company Shares.

2. THE CLOSING

2.1 Time and Place. The closing of the transactions contemplated by this Agreement shall be held not more than three (3) business days following the later of (a) the date of receipt by the Company of a minimum of One Million Dollars (\$1,000,000) cash from the sale of the Company's Common Stock pursuant to the private offering described in Section 8.2 below, and (b) satisfaction of all other conditions precedent to the obligations of the parties specified in this Agreement, unless duly waived by the party entitled to satisfaction thereof. In any event, if the Closing has not occurred on or before May 7, 1999, this Agreement may be terminated as provided in Section 13.1 below, or on such other date as the parties may agree upon in writing. The date on which the Closing is to be held is referred to herein as the "Closing Date". The Closing shall be held at the offices of Enwisen, 7110 Redwood Boulevard, Suite C, Novato, California 94945 at 10:00 a.m. on the Closing Date, or at such other time and place as the parties may agree upon in writing.

2.2 Deliveries by the Enwisen Stockholders. At the Closing, each Enwisen Stockholder shall deliver to the Company the following: (a) stock certificates representing the number of Enwisen Shares set forth opposite the name of such Enwisen Stockholder on Exhibit A hereto, duly endorsed or accompanied by stock powers duly executed in blank and otherwise in form acceptable for transfer on the books of Enwisen, and (b) an investment letter in the form attached hereto as Exhibit B executed by such Enwisen Stockholder.

2.3 Deliveries by Enwisen. At the Closing, Enwisen shall deliver to the Company the documents referred to in Section 9.2 hereof.

2.4 Deliveries by the Company. At the Closing, in addition to the documents referred to in Section 9.3 hereof, the Company shall deliver to the Enwisen Stockholders the following: (a) a stock certificate issued in the name of each Enwisen Stockholder representing the number of Company Shares set forth opposite the name of such Enwisen Stockholder on Exhibit A attached hereto, and (b) the Company's minute books, corporate seal and copies of all corporate and financial books and records.

3. **INDIVIDUAL REPRESENTATIONS AND WARRANTIES BY THE ENWISEN STOCKHOLDERS**

Each of the Enwisen Stockholders, severally but not jointly, represents and warrants to the Company as follows:

3.1 Title. Such Enwisen Stockholder owns the number of Enwisen Shares set forth opposite such Enwisen Stockholder's name on Exhibit A hereto, and shall transfer to the Company at the Closing good and valid title to said number of Enwisen Shares, free and clear of all liens, claims, options, charges, pledges, security interests, and encumbrances of every kind, character or description.

3.2 Valid and Binding Agreement. Such Enwisen Stockholder has full power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby, and this Agreement is binding on him and enforceable in accordance with its terms. The execution and delivery of this Agreement and consummation of the transactions contemplated hereby do not violate or conflict with or constitute a default under any contract, commitment, agreement, understanding, arrangement or restriction of any kind to which such Enwisen Stockholder is a party or by which such Enwisen Stockholder or such Enwisen Stockholder's property is bound, or to the knowledge of such Enwisen Stockholder any existing applicable law, rule, regulation, judgment, order or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over such Enwisen Stockholder or any of such Enwisen Stockholder's property. Such Enwisen Stockholder is not and will not be required to give any notice to or obtain any consent from any person in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

3.3 Investment Representations. Such Enwisen Stockholder intends to acquire the Company Shares for investment and not with a view to the public distribution or resale thereof, and such Enwisen Stockholder shall confirm such intention to the Company by delivering to the Company at the Closing an investment letter in the form attached as Exhibit B hereto executed by such Enwisen Stockholder. Such Enwisen Stockholder agrees that the Company may endorse on any stock certificate for the Company Shares to be delivered pursuant to this Agreement an appropriate legend referring to the provisions of the investment letter attached as Exhibit B hereto, and that the Company may instruct its transfer agent not to transfer any Company Shares unless advised by the Company that such provisions have been complied with.

4. REPRESENTATIONS AND WARRANTIES OF ENWISEN AND MCCORMACK

Enwisen and McCormack, jointly and severally, represent and warrant to the Company as follows:

4.1 Authority. Enwisen has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated herein. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein have been duly authorized and approved by all necessary corporate action on the part of Enwisen. This Agreement has been duly executed and delivered by Enwisen and constitutes the valid and binding obligation of Enwisen, enforceable in accordance with its terms.

4.2 Organization.

(a) Enwisen is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Enwisen has the corporate power and authority to carry on its business as presently conducted and to own or lease its properties and assets, possesses all licenses, franchises, rights and privileges material to the conduct of its business, and is qualified to conduct business as a foreign corporation and is in good standing under the laws of the jurisdictions listed on Schedule 4.2 attached hereto, which are the only jurisdictions where the nature of the activities conducted by it or the character of the properties owned, leased or operated by it require such qualification.

(b) The copies of the Articles of Incorporation of Enwisen and all amendments thereto, as certified by the Secretary of State of California, and the Bylaws of Enwisen and all amendments thereto, as certified by the Secretary of Enwisen, which have heretofore been delivered to the Company, are complete and correct copies of the Articles of Incorporation and Bylaws of Enwisen as amended and in effect on the date hereof. All minutes of meetings and actions in writing without a meeting of the Board of Directors and stockholders of Enwisen are contained in the minute book of Enwisen heretofore delivered to the Company for examination, and no minutes or actions in writing without a meeting have been included in such minute book since such delivery to the Company that have not also been delivered to the Company.

4.3 Capitalization.

(a) The authorized capital stock of Enwisen consists of 50,000,000 shares of common stock, without par value, of which 11,708,859 shares are issued and outstanding and 8,000,000 shares of preferred stock, without par value, none of which are issued and outstanding. All of the issued and outstanding shares of common stock of Enwisen were offered and sold in compliance with applicable state and federal securities laws, are duly authorized, validly issued, fully paid and nonassessable, and are not subject to preemptive rights created by statute, Enwisen's

11,839,741

Articles of Incorporation or Bylaws or any agreement to which Enwisen is a party or by which it is bound.

(b) There are no options, warrants, calls, rights, commitments or agreements of any character to which Enwisen is a party or by which it is bound obligating Enwisen to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock of Enwisen or obligating Enwisen to grant, extend or enter into any such option, warrant, call, right, commitment or agreement.

4.4 Equity Investments. Enwisen does not own any equity interest, directly or indirectly, in any corporation, partnership or other form of business entity.

4.5 Financial Statements. Enwisen has delivered to the Company copies of its balance sheet as of February 28, 1999 and the related statement of income and cash flows for the period then ended (the "Enwisen Financial Statements"), copies of which are attached hereto as Schedule 4.5. The Enwisen Financial Statements (i) were prepared in accordance with the books and records of Enwisen; (ii) were prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied; (iii) fairly present the financial condition and the results of operations of Enwisen as at the relevant dates and for the periods covered thereby; (iv) to the extent required by GAAP, contain and reflect all necessary adjustments and accruals for a fair presentation of the financial condition and the results of operations of Enwisen for the period covered by the Enwisen Financial Statements; (v) to the extent required by GAAP, contain and reflect adequate provisions for all reasonably anticipated liabilities, including, without limitation, for all taxes, federal, state, local or foreign, with respect to the period then ended and all prior periods; and (vi) do not contain any items of a special or nonrecurring nature, except as expressly stated therein.

4.6 Absence of Undisclosed Liabilities. Except as and to the extent specifically reflected or reserved against in the Enwisen Financial Statements and except as incurred in the ordinary course of business since the date of the Enwisen Financial Statements, Enwisen has no debts, liabilities or obligations of any nature, whether absolute, accrued, contingent or otherwise, and whether due or to become due (including, without limitation, any liability for taxes and interest, penalties and other charges payable with respect to any such liability or obligation) and no facts or circumstances exist which, with notice or the passage of time or both, could reasonably be expected to result in any material claims against or obligations or liabilities of Enwisen.

4.7 Absence of Certain Changes. Since February 28, 1999, there has not been any Material Adverse Change, or any event, action, or circumstance of the kind described in Section 6(a) of this Agreement. For purposes of this Agreement, a "Material Adverse Change" means any event, circumstance, condition, development or occurrence causing, resulting in, having, or that could reasonably be expected to have, a material adverse effect on the business, assets or financial condition of Enwisen.

4.8 Title to Assets: Certain Property of Enwisen.

(a) Title to Assets. Enwisen is the lawful owner of each of its assets, whether real, personal, mixed, tangible or intangible. All of Enwisen's assets are sufficient and adequate to conduct Enwisen's business as presently conducted, and are free and clear of all liens, mortgages, pledges, security interests, restrictions, prior assignments, encumbrances and claims of any kind, except as set forth on Schedule 4.8(a). There are no outstanding agreements, options or commitments of any nature obligating Enwisen to transfer any of the assets of Enwisen or rights or interests therein to any party.

(b) Real Property. Enwisen has never and does not currently own any real property. Schedule 4.8(b) lists all real properties leased by Enwisen.

(i) Enwisen has a valid leasehold in the real property shown in Schedule 4.8(b) under a written lease (the "Real Property Lease") and to the knowledge of Enwisen or McCormack, the Real Property Lease is a valid and binding obligation of each of the other parties thereto.

(ii) Enwisen is not in default with respect to any material term or condition of the Real Property Lease and no event has occurred which through the passage of time or the giving of notice, or both, would constitute a default thereunder or would cause the acceleration of any obligation of Enwisen thereunder or the creation of a lien or encumbrance upon any asset of Enwisen.

(c) Personal Property. Schedule 4.8(c) lists all vehicles, furniture, fixtures, equipment and other items of tangible personal property owned or leased by Enwisen (the "Personal Property"). All items of Personal Property are in good operating condition and repair sufficient to enable Enwisen to operate its business as presently conducted. Enwisen holds valid leases in all of the Personal Property leased by it, and none of such Personal Property is subject to any sublease, license or other agreement granting to any person any right to use such property (each such lease, sublease, license or other agreement, a "Personal Property Lease," and collectively the "Personal Property Leases"). Schedule 4.8(c) provides a description and the location of each item of Personal Property, accurately identifies such Personal Property as owned or leased, and lists each Personal Property Lease. Enwisen is not in material breach of or default, and no event has occurred which, with due notice or lapse of time or both, may constitute such a material breach or default, under any Personal Property Lease.

4.9 Taxes. Within the times and in the manner prescribed by law, Enwisen has filed all federal, state, and local tax returns and reports required by law and has paid in full all taxes, including, without limitation, all net income, gross receipts, sales, use, withholding, payroll, employment, social security, unemployment, excise and property taxes, plus applicable penalties and interest thereon (all such items are collectively referred to as "Taxes") due to, or claimed to be due by, any governmental authority, except as set forth on Schedule 4.9 hereto. The balance sheet

included in the Enwisen Financial Statements fully accrues all current and deferred Taxes. Enwisen is not a party to any pending action or proceeding, nor, to the actual knowledge of Enwisen or McCormack, is any such action or proceeding threatened by any governmental authority for the assessment or collection of Taxes. There are no liens for Taxes except for liens for property taxes not yet delinquent.

4.10 Litigation. There are no claims, actions, suits or proceedings of any nature pending or, to the knowledge of Enwisen or McCormack, threatened by or against the Enwisen Stockholders, Enwisen, the officers, directors, employees, agents of Enwisen, or any of their respect affiliates involving, affecting or relating to the business, assets, properties or operations of Enwisen or the transactions contemplated by this Agreement, and neither Enwisen nor McCormack knows or has reason to be aware of any basis for the same. Neither Enwisen nor any of Enwisen's assets is subject to any order, writ, judgment, award, injunction or decree of any court, arbitrator, federal, state or local government agency, regulatory body, or other governmental authority (each a "Governmental Entity," and collectively "Governmental Entities").

4.11 Compliance with Applicable Law. The operations of Enwisen are, and have been, conducted in all material respects in accordance with all applicable laws, regulations, orders and other requirements of all governmental entities having jurisdiction over it and its assets, properties and operations, including, without limitation, all such laws, regulations, orders and requirements relating to Enwisen's business except in any case where the failure to so conduct its operations would not have a material adverse effect on the business, assets or financial condition of Enwisen. Enwisen has not received any notice of any material violation of any such law, regulation, order or other legal requirement, and is not in material default with respect to any order, writ, judgment, award, injunction or decree of any governmental entity, applicable to Enwisen or any of its assets, properties or operations.

4.12 Contracts and Undertakings.

(a) Schedule 4.12 lists all contracts, agreements, instruments, licenses, commitments and other arrangements to which Enwisen is a party or otherwise relating to or affecting any of its assets, properties or operations, including, without limitation, all material written, or oral, (i) contracts, agreements and commitments not made in the ordinary course of business, (ii) agency and brokerage agreements, (iii) service and other customer contracts, (iv) contracts, loan agreements, letters of credit, security agreements, guarantees, pledge agreements, promissory notes and other documents or arrangements relating to the borrowing of money or for lines of credit, (v) real property leases or any subleases relating thereto, personal property leases, and any material agreements relating to Proprietary Rights (as defined in Section 4.14 of this Agreement), including service agreements relating thereto, (vi) agreements and other arrangements for the sale of any assets, property or rights other than in the ordinary course of business or for the grant of any options or preferential rights to purchase any assets, property or rights, (vii) documents granting any power of attorney with respect to the affairs of Enwisen, (viii) suretyship contracts, performance bonds, working capital maintenance or other forms of guaranty agreements, (ix)

contracts or commitments limiting or restraining Enwisen or any of its employees or affiliates from engaging or competing in any lines of business or with any person or entity, (x) employment or consulting agreements, (xi) partnership or joint venture agreements, (xii) stockholder agreements or agreements relating to the issuance of any securities of Enwisen or the granting of any registration rights with respect thereto, and (xiii) all amendments, modifications, extensions or renewals of any of the foregoing (each a "Contract," and collectively, the "Contracts.")

(b) Each Contract is valid, binding and enforceable against the parties thereto in accordance with its terms and is in full force and effect on the date hereto. Enwisen has performed all material obligations required to be performed by it under, and is not in material default or breach of, any Contract, and no event has occurred which, with due notice or lapse of time or both, would constitute such a material default or breach.

(c) To the knowledge of Enwisen or McCormack, no other party to any Contract is in material default or breach in respect thereof, and no event has occurred which, with due notice or lapse of time or both, would constitute such a material default or breach.

(d) There are no material disputes with any party to any Contract, and to the knowledge of Enwisen or McCormack, no party to any Contract has threatened to cancel or terminate any such agreement, whether as a result of the transactions contemplated by this Agreement or otherwise.

(e) Enwisen has delivered to the Company true and complete originals or copies of all the Contracts and a copy of every Material Notice received by Enwisen or McCormack, with respect to any of the Contracts. For purposes hereof, "Material Notice" means those notices alleging a material breach of a Contract or intention to terminate or materially modify a Contract, but does not include routine correspondence.

(f) To the knowledge of Enwisen or McCormack, no party to any Contract has assigned any of its rights or delegated any of its duties under such Contract.

4.13 Licenses

(a) Schedule 4.13 lists all material licenses issued or granted to Enwisen, and all pending applications therefor. The licenses constitute all material licenses required, and consents, approvals, authorizations and other requirements prescribed, by any law, rule or regulation which must be obtained or satisfied by Enwisen, in connection with Enwisen's business or that are necessary for the execution, delivery and performance by Enwisen and the Enwisen Stockholders of this Agreement. The licenses are sufficient and adequate in all material respects to permit the continued lawful conduct of Enwisen's business in the manner now conducted and the ownership, occupancy and operation of Enwisen's properties for its present uses and the execution, delivery and performance of this Agreement. No jurisdiction in which Enwisen is not qualified or licensed as a foreign corporation has demanded or requested in writing that it qualify or become licensed as a

foreign corporation. Enwisen has delivered to the Company true and complete copies of all the material licenses together with all amendments and modifications thereto.

(b) Each license has been issued to, and duly obtained and fully paid for by Enwisen and is valid, in full force and effect, and not subject to any pending or known threatened administrative or judicial proceeding to suspend, revoke, cancel or declare such license invalid in any respect. Enwisen is not in violation in any material respect of any of the licenses. The licenses have never been suspended, revoked or otherwise terminated, subject to any fine or penalty, or subject to judicial or administrative review, for any reason other than the renewal or expiration thereof, nor has any application of Enwisen for any license ever been denied.

4.14 Proprietary Rights.

(i) Schedule 4.14 lists all Proprietary Rights (either registered, applied for, or common law) owned by, registered in the name of, licensed to, or otherwise used by Enwisen that are material to the business of Enwisen. For purposes of this Agreement, "Proprietary Rights" means trademarks and service marks (registered or unregistered), trade dress, trade names including, without limitation, the names Omni Benefits, Enwisen, and Help Yourself and other names and slogans embodying business or product goodwill or indications of origin, all applications or registrations in any jurisdiction pertaining to the foregoing and all goodwill associated therewith, as well as the following: (i) patents, patentable inventions, discoveries, improvements, ideas, know-how, formula, methodology, processes, technology and computer programs, software and databases (including source code, object code, development documentation, programming tools, drawings, specifications and data), and all applications or registrations in any jurisdiction pertaining to the foregoing, including all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof; (ii) trade secrets, know-how, including confidential and other non-public information, and the right in any jurisdiction to limit the use or disclosure thereof; (iii) copyrights in writings, designs, mask works or other works, and registrations or applications for registration of copyrights in any jurisdiction; (iv) licenses, including, without limitation, software licenses, immunities, covenants not to sue and the like relating to any of the foregoing; (v) Internet Web sites, domain names and registrations or applications for registration thereof; (vi) customer lists; (vii) books and records describing or used in connection with any of the foregoing; and (viii) claims or causes of action arising out of or related to infringement or misappropriation of any of the foregoing.

(ii) All of the Proprietary Rights that are material to the business of Enwisen are owned by Enwisen free and clear of any and all liens, security interests, claims, charges and encumbrances or are used by Enwisen pursuant to a valid and enforceable license granting rights sufficiently broad to permit the historical and anticipated uses of the Proprietary Rights in connection with the conduct of the business of Enwisen in the manner presently conducted.

(iii) Schedule 4.14 lists any licenses, sublicenses or other agreements pursuant to which Enwisen grants a license to any person to use the Proprietary Rights or is a licensee of any of the Proprietary Rights.

(iv) The grants, registrations and applications included in or applicable to the Proprietary Rights listed on Schedule 4.14 have not lapsed, expired or been abandoned and no application or registration thereof is the subject of any proceeding before any court, arbitrator, federal, state, local or foreign government agency, regulatory body, or other governmental authority with authority to bind Enwisen. There have not been any actions or other judicial or adversary proceedings involving Enwisen concerning any of the Proprietary Rights, nor to the knowledge of Enwisen or McCormack, is any such action or proceeding threatened.

(v) The conduct of the business of Enwisen does not conflict with valid patents, trademarks, trade secrets, trade names or other intellectual property rights of others. To the knowledge of Enwisen or McCormack, there are no conflicts with or infringements of any of the Proprietary Rights by any third party.

(vi) Enwisen is the sole owner of its trade secrets, including, without limitation, customer lists, formulas, inventions, processes, know-how, computer programs and routines associated, developed or used in connection with the business of Enwisen (the "Trade Secrets"), free and clear of any liens, encumbrances, restrictions, or legal or equitable claims of others, and has taken all reasonable security measures to protect the secrecy, confidentiality, and value of the Trade Secrets. Any of the employees of Enwisen and any other persons who, either alone or in concert with others, developed, invented, discovered, derived, programmed or designed the Trade Secrets, or who have knowledge of or access to information relating to them, have been put on notice and have entered into agreements that the Trade Secrets are proprietary to Enwisen and not to be divulged or misused.

(vii) All the Trade Secrets are presently valid and protectible and are not part of the public knowledge or literature; and have not been used, divulged, or appropriated for the benefit of any past or present employees or other persons, or to the detriment of Enwisen or the business of Enwisen.

(viii) Enwisen has taken all commercially reasonable precautions necessary to ensure that all Proprietary Rights have been properly protected and have been kept secret.

4.15 Insurance. Schedule 4.15 contains a complete list of all policies of insurance to which Enwisen is a party or is a beneficiary or named insured. Enwisen has in full force and effect, with all premiums due thereon paid, the policies of insurance set forth therein. All the insurable properties of Enwisen are insured in amounts and coverages and against risks and losses which are adequate and usually insured against by persons holding or operating similar properties in similar businesses.

4.16 Employee Plans.

(a) All accrued obligations of Enwisen, whether arising by operation of law, by contract or past custom, or otherwise, for payments by Enwisen to trusts or other funds or to any governmental entity, with respect to unemployment compensation benefits, social security benefits or any other benefits or obligations, with respect to employment of employees through the date hereof have been paid or adequate accruals therefor have been made in the Enwisen Financial Statements. All reasonably anticipated obligations of Enwisen with respect to employees, whether arising by operation of law, by contract, by past custom, or otherwise, for salaries, vacation and holiday pay, sick pay, bonuses and other forms of compensation payable to employees in respect of the services rendered by any of them prior to the date hereof have been or will be paid by Enwisen prior to the Closing Date or adequate accruals therefor have been made in the Enwisen Financial Statements.

(b) Schedule 4.16 lists all bonus, pension, stock option, stock purchase, benefit, welfare, profit-sharing, deferred compensation, retainer, consulting, retirement, welfare, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation and other similar fringe or employee benefit plans, funds, programs or arrangements, whether written or oral, in each of the foregoing cases which cover, are maintained for the benefit of, or relate to any or all current or former employees, stockholders, officers or directors of Enwisen (the "Employee Plan"). Enwisen does not have any liability or contingent liability with respect to the Employee Plans, nor will any of Enwisen's assets be subject to any lien, charge or claim relating to the obligations of Enwisen with respect to employees or Employee Plans. Each of the Employee Plans, and the administration thereof, is and has been in material compliance with the requirements provided by any and all applicable statutes, orders or governmental rules or regulations currently in effect, including, without limitation, the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the Code.

(c) There are no contracts, agreements, plans or arrangements covering any of Enwisen's employees with "change of control" or similar provisions. There is no contract, agreement, plan or arrangement covering Enwisen or any employee, that individually or collectively could give rise to the payment of any amount that would not be deductible pursuant to the terms of Section 280G of the Code.

4.17 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with, or result in a breach of any term or provision of, or constitute a default under or result in a violation of (i) the Articles of Incorporation or Bylaws of Enwisen, as amended, (ii) any agreement, contract, lease, license or instrument to which Enwisen is a party or by which Enwisen or any of its properties or assets are bound, or (iii) any judgment, decree, order, or writ by which Enwisen is bound or to which it or any of its properties or assets are subject.

4.18 Consent. No consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality is required by or with respect to Enwisen in connection with the execution and delivery of this Agreement or the consummation by Enwisen of the transactions contemplated herein. No consent, waiver or approval of third parties material to the business or operations of Enwisen is required to be obtained by Enwisen in connection with the execution and delivery of this Agreement and the performance of Enwisen's obligations hereunder.

4.19 Brokers or Finders. Enwisen has not dealt with any broker or finder in connection with the transactions contemplated by this Agreement. Enwisen has not incurred, and shall not incur, directly or indirectly, any liability for any brokerage or finders' fees or agents commissions or any similar charges in connection with this Agreement or any transaction contemplated herein.

4.20 Intercompany and Affiliate Transactions; Insider Interests.

(a) Except as set forth on Schedule 4.20 hereto, there are no material transactions, agreements or arrangements of any kind, direct or indirect, between Enwisen and any director, officer, employee, stockholder, relative or affiliate of Enwisen or the Enwisen Stockholders, including, without limitation, loans, guarantees or pledges to, by or for Enwisen or from, to, by or for any of such persons, that are either (i) currently in effect, or (ii) reflected in Enwisen's financial results.

(b) Except as set forth on Schedule 4.20 hereto, no officer, director or stockholder of Enwisen, or any affiliate of any such person, now has, or within the last three (3) years had, either directly or indirectly:

(i) an equity or debt interest in any corporation, partnership, joint venture, association, organization or other person or entity which furnishes or sells, or during such period furnished or sold, services or products to Enwisen, or purchases, or during such period purchased from Enwisen, any goods or services, or otherwise does, or during such period did, business with Enwisen;

(ii) a beneficial interest in any contract, commitment or agreement to which Enwisen is or was a party or under which it was obligated or bound or to which its properties may be or may have been subject, other than stock options and other contracts, commitments or agreements between Enwisen and such persons in their capacities as employees, officers or directors of Enwisen; or

(iii) any rights in or to any of the assets, properties or rights used by Enwisen in the ordinary course of business.

4.21 Indebtedness. Schedule 4.21 lists each person or entity that owns any direct or indirect debt interest (other than accounts payable incurred in the ordinary course of Enwisen's business) in Enwisen (including, without limitation, any indebtedness for borrowed money, whether or not evidenced by a note or other written instrument) and a description of each such debt interest.

4.22 Minutes Books and Stock Records. Enwisen has made available to the Company true, complete and correct copies of:

(a) the minute books of Enwisen, containing all records required to be set forth of all proceedings, consents, actions, and meetings of its stockholders and the Board of Directors; and

(b) all stock record books of Enwisen setting forth all transfers of capital stock.

4.23 Accuracy of Information. None of the representations or warranties or information provided and to be provided by Enwisen or any Enwisen Stockholder to the Company pursuant to this Agreement (including without limitation all information and financial data contained in the Enwisen Business Plan dated February, 1999), or any schedules or exhibits hereto, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary in order to make the statements and facts contained herein or therein not false or misleading. Copies of all documents heretofore or hereafter delivered or made available to the Company pursuant hereto were or will be complete and accurate records of such documents.

5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Enwisen and the Enwisen Stockholders as follows:

✓ **5.1 Authority.** The Company has all requisite corporate power and authority to enter into this Agreement and, subject to satisfaction of the conditions set forth herein, to consummate the transactions contemplated herein. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the issuance of the Company Shares in accordance with the terms hereof, have been duly authorized by all necessary action on the part of the Company. This Agreement has been duly executed and delivered by the Company and constitutes the valid and binding obligation of the Company.

✓ **5.2 Organization.**

(a) The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida. The Company has the corporate power and authority to carry on its business as presently conducted, and is qualified to do business in all

jurisdictions where the failure to be so qualified would have a material adverse effect on its business or financial condition.

X (b) The copies of the Articles of Incorporation of the Company, and all amendments thereto, as certified by the Secretary of State of Florida, and the Bylaws of the Company and all amendments thereto, as certified by the Secretary of the Company, which have heretofore been delivered to Enwisen and made available to the Enwisen Stockholders for examination, are complete and correct copies of the Articles of Incorporation and Bylaws of the Company as amended and in effect on the date hereof. All minutes of meetings and actions in writing without a meeting of the Board of Directors and stockholders of the Company are contained in the minute book of the Company heretofore delivered to Enwisen and made available to the Enwisen Stockholders for examination, and no minutes or actions in writing without a meeting have been included in such minute book since such delivery to Enwisen that have not also been delivered to Enwisen.

5.3 Capitalization.

(a) The authorized capital stock of the Company consists of 50,000,000 shares of Common Stock, \$.001 par value, of which 5,123,602 shares are issued and outstanding on the date hereof. All of the issued and outstanding shares of Common Stock of the Company are duly authorized, validly issued, fully paid and non-assessable, and, except as set forth on Schedule 5.3 hereto, are not subject to preemptive rights created by statute, the Company's Articles of Incorporation or Bylaws or any agreement to which the Company is a party or by which it is bound.

(b) The additional shares of Common Stock of the Company which may be issued, sold and delivered by the Company after the date hereof and on or before the Closing Date in accordance with the terms of Section 8.2 below, will be duly authorized, validly issued, fully paid and nonassessable.

(c) Except as contemplated, permitted or required by this Agreement, there are no options, warrants, calls, rights, commitments or agreements of any character to which the Company is a party or by which it is bound obligating the Company to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock of the Company or obligating the Company to grant, extend or enter into any such option, warrant, call, right, commitment or agreement.

(d) The Company Shares, when issued, sold and delivered to the Enwisen Stockholders in accordance with the terms of this Agreement, will be duly authorized, validly issued, fully paid and nonassessable.

5.4 Equity Investments. Company does not own any equity interest in any corporation, partnership, or other form of business entity.

5.5 Financial Statements. Company has delivered to Enwison and made available to the Enwison Stockholders for examination copies of its audited balance sheet as of December 31, 1998 and the related statements of operations and cash flows for the period then ended (the "Company Financial Statements"), a copy of which is attached hereto as Schedule 5.5. The Company Financial Statements have been prepared in conformity with generally accepted accounting principles consistently applied, and present fairly the financial condition of the Company and the results of operations as of the date and for the period indicated therein.

5.6 Absence of Undisclosed Liabilities. As of the date of the Company Financial Statements and as of the Closing Date, the Company had and will have no debts, liabilities or obligations of any nature, whether absolute, accrued, contingent or otherwise, and whether due or to become due (including, without limitation, any liability for taxes and interest, penalties and other charges payable with respect to any such debt, liability or obligation), that are not reflected or reserved against in the Company Financial Statements or set forth on Schedule 5.6 attached hereto, and no facts or circumstances exist which, with notice or the passage of time or both, could reasonably be expected to result in any material claims against or liabilities of the Company.

5.7 Absence of Certain Changes. Except as set forth on Schedule 5.7 since the date of the Company Financial Statements, there has not been any Material Adverse Change, or any event, action, or circumstance of the kind described in Article 7 of this Agreement. For purposes of this Agreement, a "Material Adverse Change" means any event, circumstance, condition, development or occurrence causing, resulting in, having, or that could reasonably be expected to have, a material adverse effect on the business, assets or financial condition of the Company.

5.8 Absence of Assets. The Company does not have and immediately prior to the Closing will not have any material assets.

5.9 Taxes. Within the times and in the manner prescribed by law, the Company has filed all federal, state, and local tax returns required by law and has paid all taxes, assessments, known penalties and interest (all such items are collectively referred to as "Taxes") due to, or claimed to be due by, any governmental authority, except as set forth on Schedule 5.9. The most recent balance sheet of the Company included in the Company Financial Statements fully accrues all current and deferred Taxes. The Company is not a party to any pending action or proceeding, nor, to the actual knowledge of the Company, is any such action or proceeding threatened by any governmental authority for the assessment or collection of Taxes. There are no liens for Taxes except for liens for property taxes not yet delinquent.

5.10 Litigation. There are no claims, actions, suits or proceedings of any nature pending or, to the knowledge of the Company, threatened by or against the Company, the officers or directors of the Company, or any of their respective affiliates, involving, affecting or relating to the business, assets, properties or operations of the Company or the transactions contemplated by this Agreement, and, except as set forth on Schedule 5.10, the Company does not know or have

reason to be aware of any basis for the same. Neither the Company nor any of the Company's assets is subject to any order, writ, judgment, award, injunction or decree of any governmental entity.

5.11 Compliance With Applicable Law. The operations of the Company are, and have been, conducted in all material respects in accordance with all applicable laws, regulations, orders and other requirements of all governmental entities having jurisdiction over it and its assets, properties and operations, including, without limitation, all such laws, regulations, orders and requirements relating to the Company's business except in any case where the failure to so conduct its operations would not have a material adverse effect on the business, assets or financial condition of the Company. The Company has not received any notice of any material violation of any such law, regulation, order or other legal requirement, and is not in material default with respect to any order, writ, judgment, award, injunction or decree of any governmental entity, applicable to the Company or any of its assets, properties or operations.

5.12 Contracts and Undertakings. The Company is not a party to or bound by any material contract, agreement, instrument, license, lease, commitment or undertaking, except as set forth on Schedule 5.12 attached hereto. *except that if additional capital is not raised above \$1,100,000, as called for in paragraph 9.1(d) then*

5.13 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with, or result in a breach of any term or provision of, or constitute a default under or result in a violation of (i) the Articles of Incorporation or Bylaws of the Company as amended, (ii) any agreement, contract, lease, license or instrument to which the Company is a party or by which the Company or any of its properties or assets are bound or (iii) any judgment, decree, order, or writ by which the Company is bound or to which it or any of its properties or assets are subject.

5.14 Consent. No consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality is required by or with respect to the Company in connection with the execution and delivery of this Agreement or the consummation by the Company of the transactions contemplated herein, except for (a) such filings as may be required under federal and applicable state securities laws, and (b) such other consents, approvals, orders, authorizations, registrations, declarations and filings which if not obtained or made would not have a material adverse effect on the Company. No consent, waiver or approval of third parties material to the business or operations of the Company is required to be obtained by the Company in connection with the execution and delivery of this Agreement and the performance of the Company's obligations hereunder.

5.15 Brokers or Finders. The Company has not dealt with any broker or finder in connection with the transactions contemplated by this Agreement, except as set forth on Schedule 5.15 attached hereto. The Company has not incurred, and shall not incur, directly or indirectly, any liability for any brokerage or finders' fees or agents commissions or any similar charges in connection with this Agreement or any transaction contemplated herein, except as set forth on Schedule 5.15 attached hereto.

Will pay commissions and expenses as called for under section 11.1(a) hereof

✓ 5.16 Minutes Books and Stock Records. The Company has made available to Enwisen true, complete and correct copies of the minute books of the Company, containing all records required to be set forth of all proceedings, consents, actions, and meetings of its stockholders and the Board of Directors.

✓ 5.17 Accuracy of Information. None of the representations or warranties or information provided and to be provided by the Company to Enwisen in this Agreement, or any schedules or exhibits hereto, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary in order to make the statements and facts contained herein or therein not false or misleading. Copies of all documents heretofore or hereafter delivered or made available to Enwisen pursuant hereto were or will be complete and accurate records of such documents.

6. CERTAIN CHANGES AND CONDUCT OF BUSINESS OF ENWISEN

(a) During the period from the date of this Agreement and continuing until the Closing (or the earlier termination of this Agreement), Enwisen shall conduct Enwisen's business solely in the ordinary course consistent with past practices. Without limiting the generality of the preceding sentence, except as required or permitted pursuant to the terms hereof, Enwisen shall not:

(i) make any material change in the conduct of its business and operations or enter into any transaction other than in the ordinary course of business consistent with past practices;

(ii) declare or pay any dividends on or make other distributions in respect of any of its capital stock, or repurchase or otherwise acquire any shares of its capital stock or rights to acquire any shares of its capital stock;

(iii) issue or sell or authorize or propose the issuance or sale of, or purchase or propose the purchase of, any shares of its capital stock of any class or securities convertible into, or rights, warrants or options to acquire, any such shares or other convertible securities;

(iv) make any changes in the charter documents or bylaws of Enwisen;

(v) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof or otherwise acquire or agree to acquire any assets which are material, individually or in the aggregate, to Enwisen except in the usual and ordinary course of business consistent with prior practice;

(vi) sell, assign, transfer, pledge, encumber or otherwise dispose of, by sale, lease, license or otherwise, any of its assets, tangible or intangible, which are material,

individually or in the aggregate, to Enwisen except in the ordinary and usual course of business consistent with past practices;

(vii) incur any amount of long or short-term debt for money borrowed, guarantee or agree to guarantee the obligations of others, indemnify or agree to indemnify others or incur any other liabilities other than those incurred in the ordinary and usual course of business consistent with past practices;

(viii) mortgage, pledge or otherwise encumber any of Enwisen's assets or properties, except for liens for current taxes which are not yet delinquent and purchase money liens arising out of the purchase or sale of products made in the ordinary and usual course of business;

(ix) make any expenditure or commitment for the purchase, acquisition, construction or improvement of a capital asset, except in the ordinary and usual course of business; or

(x) enter into, or agree or otherwise commit to enter into, any transaction or contract except in the ordinary and usual course of business.

(b) During the period from the date of this Agreement and continuing until the Closing (or the earlier termination of this Agreement), Enwisen shall:

(i) maintain, in all material respects, the assets and properties of Enwisen in accordance with present practices and in a condition suitable for their current use;

(ii) continue to conduct the business of Enwisen in the ordinary course consistent with past practices; and

(iii) maintain and comply with all material licenses.

7. CERTAIN CHANGES AND CONDUCT OF BUSINESS OF THE COMPANY

During the period from the date of this Agreement and continuing until the Closing (or the earlier termination of this Agreement) except as contemplated, permitted or required by this Agreement, the Company shall not:

(i) conduct any business or engage in any activities other than activities related to the closing of the transactions contemplated by this Agreement;

(ii) issue, deliver or sell or authorize or propose the issuance, delivery or sale of any shares of its capital stock of any class or securities convertible into, or rights, warrants or options to acquire, any such shares or other convertible securities, except for the issuance and sale

of shares of the Company's Common Stock in accordance with the provisions of Section 8.2 of this Agreement.

8. CERTAIN UNDERSTANDINGS AND AGREEMENTS OF THE PARTIES

8.1 Access to Information.

(a) Enwisen shall afford to the Company and shall cause its independent accountants to afford to the Company, and its accountants, counsel and other representatives, reasonable access during normal business hours during the period prior to the Closing Date to all of Enwisen's properties, books, contracts, commitments and records and to the audit work papers and other records of Enwisen's independent accountants. During such period, Enwisen shall use reasonable efforts to furnish promptly to the Company all information concerning the business, properties and personnel of Enwisen as the Company may reasonably request, provided that Enwisen shall not be required to disclose any information which it is legally required to keep confidential. The Company will not use such information for purposes other than this Agreement and will otherwise hold such information in confidence (and the Company will cause its consultants and advisors also to hold such information in confidence) until such time as such information otherwise becomes publicly available, and in the event of termination of this Agreement for any reason the Company shall promptly return, or cause to be returned, to Enwisen all documents obtained from Enwisen, and any copies made of such documents, extracts and copies thereof.

(b) The Company shall afford to Enwisen and shall cause its independent accountants to afford to Enwisen, and its accountants, counsel and other representatives, reasonable access during normal business hours during the period prior to the Closing Date to all of the Company's properties, books, contracts, commitments and records and to the audit work papers and other records of the Company's independent accountants. During such period, the Company shall use reasonable efforts to furnish promptly to Enwisen such information concerning the Company as Enwisen may reasonably request, provided that the Company shall not be required to disclose any information which it is legally required to keep confidential. Enwisen will not use such information for purposes other than this Agreement and will otherwise hold such information in confidence (and Enwisen will cause Enwisen's consultants and advisors also to hold such information in confidence) until such time as such information otherwise becomes publicly available, and in the event of termination of this Agreement for any reason Enwisen shall promptly return, or cause to be returned, to the Company all documents obtained from the Company, and any copies made of such documents, extracts and copies thereof.

8.2 Additional Capital. The Company shall use commercially reasonable efforts to raise additional capital in the minimum amount of One Million Dollars U.S. (\$1,000,000 U.S.) and the maximum amount of Two Million Dollars U.S. (\$2,000,000 U.S.) on or prior to the Closing from the sale of shares of the Company's Common Stock (the "Additional Shares") sold in a private offering to a limited group of investors in accordance with the terms set forth on Schedule 8.2 hereto.

8.3 Communications. Between the date hereof and the Closing Date, neither Enwisen nor the Company will, without the prior written approval of the other party, furnish any communication to its shareholders or to the public generally if the subject matter thereof relates to the other party or to the transactions contemplated by this Agreement, except as may be necessary, in the opinion of their respective counsel, to comply with the requirements of any law, governmental order or regulation.

8.4 Update to Enwisen Disclosures. Without limiting the Company's right to rely on the representations and warranties as of the date of this Agreement, Enwisen and McCormack shall provide the Company with updates to the disclosure provided or made available to the Company as to material facts which arise between the date of this Agreement and the Closing Date and which, if they had occurred and been known prior to the date of this Agreement, would have been required to have been disclosed in order to make the representations and warranties contained in Article 4 true and correct as of the date of this Agreement.

8.5 Update to Company Disclosures. Without limiting the right of Enwisen and the Enwisen Stockholders to rely on the representations and warranties as of the date of this Agreement, the Company shall provide Enwisen and the Enwisen Stockholders with updates to the disclosure provided or made available to Enwisen and the Enwisen Stockholders as to material facts which arise between the date of this Agreement and the Closing Date and which, if they had occurred and been known prior to the date of this Agreement, would have been disclosed in order to make the representations and warranties contained in Article 5 true and correct as of the date of this Agreement.

8.6 Best Efforts. Upon the terms and subject to the conditions of this Agreement, each of the parties hereto shall use its best efforts (other than the payment of money unreimbursed by the other party) to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable consistent with applicable law to cause the fulfillment of the conditions to Closing set forth herein and to consummate and make effective in the most expeditious manner practicable the transactions contemplated hereby.

8.7 Securities Law Matters. The Company Shares issued to the Enwisen Stockholders shall be issued and sold without registration or qualification under the Securities Act of 1933, as amended, (the "Act") or any state securities or "Blue Sky" laws, on the ground that the sale of the Company Shares is exempt from registration and qualification under Sections 4(2) and 18 of the Act. Accordingly, the Company Shares may not be resold by the holders thereof without registration under the Act unless a further exemption from the registration requirements of the Act is available for such resale. All certificates representing the Company Shares shall bear the following legend or a legend of similar import:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE
NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF
1933, AS AMENDED (THE "ACT"), OR UNDER CERTAIN

STATE SECURITIES LAWS. NO SALE OR TRANSFER OF THESE SHARES MAY BE MADE IN THE ABSENCE OF (1) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (2) AN OPINION OF COUNSEL THAT REGISTRATION UNDER THE ACT OR UNDER APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED IN CONNECTION WITH SUCH PROPOSED SALE OR TRANSFER."

9. CONDITIONS PRECEDENT

9.1 Conditions to Each Party's Obligations. The respective obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction on or prior to the Closing of the following conditions unless waived by such party:

(a) Government Approvals. All authorizations, consents, orders or approvals of, or declarations or filings with, or expiration of waiting periods imposed by, any governmental authority necessary for the consummation of the transactions contemplated by this Agreement shall have been filed, occurred or been obtained.

(b) Third-Party Approvals. Any and all consents or approvals required from third parties relating to contracts, licenses, leases and other instruments, material to the respective businesses of the Company and Enwisen, shall have been obtained.

(c) Legal Action. No temporary restraining order, preliminary injunction or permanent injunction or other order preventing the consummation of the transactions contemplated by this Agreement shall have been issued by any federal or state court and remain in effect, and no litigation seeking the issuance of such an order or injunction, shall be pending which, in the good faith judgment of the Company's Board of Directors, has a reasonable probability of resulting in such order, injunction or damages. In the event any such order or injunction shall have been issued, each party agrees to use its reasonable efforts to have any such injunction lifted.

(d) Additional Capital. At or prior to the Closing, the Company shall have received and made available to Enwisen capital in the minimum amount of \$1,000,000 U.S. from the sale of the Additional Shares in accordance with the terms of Section 8.2 of this Agreement.

9.2 Conditions to Obligations of the Company. The obligations of the Company to consummate the transactions contemplated by this Agreement are subject to the satisfaction on or prior to the Closing of the following conditions, unless waived by Enwisen:

(a) Representations and Warranties of Enwisen Stockholders. The representations and warranties of the Enwisen Stockholders set forth in this Agreement shall be true

and correct in all material respects as of the date of this Agreement and as if made at and as of the Closing Date, except as otherwise contemplated by this Agreement.

(b) Representations and Warranties of Enwisen. The representations and warranties of Enwisen set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as if made at and as of the Closing Date, except as otherwise contemplated by this Agreement, and the Company shall have received a certificate to such effect signed by the chief executive officer and chief financial officer of Enwisen.

(c) Representations and Warranties of McCormack. The representations and warranties of McCormack set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as if made at and as of the Closing Date, and the Company shall have received a certificate or certificates to such effect signed by McCormack.

(d) Performance of Obligations of Enwisen. Enwisen shall have performed in all material respects all obligations required to be performed by it under this Agreement prior to the Closing Date, and the Company shall have received a certificate to such effect signed by the chief executive officer and chief financial officer of Enwisen.

(e) Additional Capital. At or prior to the Closing, the Company shall have received and made available to Enwisen capital in the minimum amount of \$1,000,000 U.S. from the sale of the Additional Shares in accordance with Section 8.2 of this Agreement.

(f) Additional Closing Documents. The Company shall have received the following documents and instruments:

(1) Certified resolutions of the Board of Directors of Enwisen authorizing the execution and delivery of this Agreement and the performance by Enwisen of its obligations hereunder.

(2) A certificate of good standing of Enwisen from the California Secretary of State dated as of the most recent practicable date.

(3) A favorable opinion, dated as of the Closing Date, from counsel to Enwisen and the Enwisen Stockholders in substantially the form of Exhibit C attached hereto. In giving such opinion, such counsel may rely upon certificates of public officials, upon opinions of local counsel and, as to matters of fact, upon a certificate of Enwisen, or its officers, and such counsel may assume that this Agreement has been duly authorized, executed and delivered by the Company.

(4) Such other documents and instruments as are required to be delivered pursuant to the provisions of this Agreement or otherwise reasonably requested by the Company.

(g) — Due Diligence. Company shall be satisfied with the results of its due diligence review of the business, operations, properties, assets, financial condition and prospects of Enwisen.

9.3 Conditions to Obligations of Enwisen and the Enwisen Stockholders. The obligations of Enwisen and the Enwisen Stockholders to consummate the transactions contemplated by this Agreement are subject to the satisfaction on or prior to the Closing Date of the following conditions unless waived by the Company:

(a) Representations and Warranties. The representations and warranties of the Company set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as if made at and as of the Closing Date, except as otherwise contemplated by this Agreement, and Enwisen shall have received a certificate to such effect signed by the chief executive officer and chief financial officer of the Company.

(b) Performance of Obligations of the Company. The Company shall have performed in all material respects all obligations required to be performed by it under this Agreement prior to the Closing Date, and Enwisen shall have received a certificate to such effect signed by the chief executive officer and chief financial officer of the Company.

(c) Additional Capital. At or prior to the Closing, the Company shall have received and made available to Enwisen, capital in the minimum amount of \$1,000,000 U.S. from the sale of the Additional Shares in accordance with Section 8.2 of this Agreement.

(d) Resignations. Enwisen shall have received written resignations of the officers and directors of the Company as of the Closing Date in form satisfactory to Enwisen.

(e) Election of Directors and Officers. The Board of Directors of the Company shall have elected persons nominated by the management of Enwisen to serve as directors and officers of the Company effective as of the Closing Date.

(f) Additional Closing Documents. Enwisen and the Enwisen Stockholders shall have received the following documents and instruments:

(1) Certified resolutions of the Company's Board of Directors (a) authorizing the execution and delivery of this Agreement and the performance by the Company of its obligations hereunder, and (b) electing the persons designated by Enwisen as officers and directors of the Company effective as of the Closing Date;

(2) A certificate of good standing of the Company from the Secretary of State of Florida dated as of the most recent practicable date;

(3) A list of the Company's stockholders as of the most recent practicable date certified by the Company's transfer agent; and

(4) Such other documents and instruments as are required to be delivered pursuant to the provisions of this Agreement or otherwise reasonably requested by Enwisen.

10. SURVIVAL; INDEMNIFICATION

10.1 Survival. The representations and warranties made in this Agreement or in any exhibit, schedule or certificate shall survive any investigation made by any party hereto and the Closing of the transactions contemplated hereby until the second anniversary of the Closing Date. As to any matter or claim which is based upon fraud by the indemnifying party, the representations and warranties set forth in this Agreement shall expire only upon expiration of the applicable statute of limitations. No party will be liable to another under any warranty or representation after the expiration of such warranty or representation; provided however, if a claim or notice is given under this Article 10 with respect to any representation or warranty prior to the expiration date, such claim may be pursued to resolution notwithstanding expiration of the representation or warranty under which the claim was brought. Any investigations made by or on behalf of any of the parties prior to the date hereof shall not affect any of the parties' obligations hereunder. Completion of the transactions contemplated hereby shall not be deemed or construed to be a waiver of any right or remedy of any of the parties.

10.2 Indemnification by McCormack. McCormack and, if the transactions contemplated hereby are not consummated, Enwisen, and their successors and assigns shall jointly and severally indemnify, defend, reimburse and hold harmless the Company and its successors and assigns, and the officers, directors, employees and agents of any of them, from and against any and all claims, losses, damages, liabilities, obligations, assessments, penalties and interest, demands, actions and expenses, whether direct or indirect, known or unknown, absolute or contingent (including, without limitation, settlement costs and any legal, accounting and other expenses for investigating or defending any actions or threatened actions ("Losses"), reasonably incurred by any such indemnitee, arising out of or in connection with any of the following:

(a) any untruth, inaccuracy or material omission of any representation or warranty made by Enwisen or the Enwisen Stockholders in this Agreement; and

(b) the breach of any covenant, agreement or obligation of Enwisen or the Enwisen Stockholders contained in this Agreement.

10.3 Indemnification by the Company. The Company and its successors and assigns shall indemnify, defend, reimburse and hold harmless the Enwisen Stockholders and their successors and assigns from and against any and all Losses reasonably incurred by any such Enwisen Stockholders arising out of or in connection with any of the following:

(a) — any untruth, inaccuracy or material omission of any representation or warranty made by the Company in this Agreement; and

(b) the breach of any covenant, agreement or obligation of the Company contained in this Agreement.

10.4 Indemnification Procedure.

(a) Whenever any claim shall arise for indemnification hereunder (a "Claim"), the party entitled to indemnification (the "Indemnitee") shall promptly give written notice to the party obligated to provide indemnity (the "Indemnitor") with respect to the Claim after the receipt by the Indemnitee of reliable information of the facts constituting the basis for the Claim; but the failure to timely give such notice shall not relieve the Indemnitor from any obligation under this Agreement, except to the extent, if any, that the Indemnitor is materially prejudiced thereby.

(b) Upon receipt of written notice from the Indemnitee of a Claim, the Indemnitor shall provide counsel (such counsel subject to the reasonable approval of the Indemnitee) to defend the Indemnitee against the matter from which the Claim arose, at the Indemnitor's sole cost, risk and expense. The Indemnitee shall cooperate in all reasonable respects, at the Indemnitor's sole cost, risk and expense, with the Indemnitor in the investigation, trial, defense and any appeal arising from the matter from which the Claim arose; provided, however, that the Indemnitee may (but shall not be obligated to) participate in any such investigation, trial, defense and any appeal arising in connection with the Claim. If the Indemnitee's participation in any such investigation, trial, defense and any appeal arising from such Claim relates to a legal position or defense that varies materially from the legal positions or defenses pursued by the Indemnitor, and if the Indemnitee reasonably believes that the Indemnitee's interests will be adversely and materially affected if such legal position or defense is not pursued, the Indemnitor shall bear the expense of the Indemnitee's separate participation, including all fees, costs and expenses of one separate counsel for the Indemnitee (or multiple Indemnitees). If the Indemnitee elects to so participate, the Indemnitor shall cooperate with the Indemnitee, and the Indemnitor shall deliver to the Indemnitee or its counsel copies of all pleadings and other information within the Indemnitor's knowledge or possession reasonably requested by the Indemnitee or its counsel that is relevant to the defense of such Claim and that will not prejudice the Indemnitor's position, claims or defenses. The Indemnitee and its counsel shall maintain confidentiality with respect to all such information consistent with the conduct of a defense hereunder. The Indemnitor shall have the right to elect to settle any claim for monetary damages only without the Indemnitee's consent, if the settlement includes a complete release of the Indemnitee. If the settlement does not include such a release, it will be subject to the consent of the Indemnitee, which will not be unreasonably withheld. The Indemnitor may not admit any liability of the Indemnitee or waive any of the Indemnitee's rights without the Indemnitee's prior written consent, which will not be unreasonably withheld. If the subject of any Claim results in a judgment or settlement, the Indemnitor shall promptly pay such judgment or settlement.

(c) - If the Indemnitor fails to assume the defense of the subject of any Claim in accordance with the terms of Section 10.4(b), if the Indemnitor fails diligently to prosecute such defense, or if the Indemnitor has, in the Indemnitee's good faith judgment, a conflict of interest, the Indemnitee may defend against the subject of the Claim, at the Indemnitor's sole cost, risk and expense, in such manner and on such terms as the Indemnitee deems appropriate, including, without limitation, settling the subject of the Claim after giving reasonable notice to the Indemnitor. If the Indemnitee defends the subject of a Claim in accordance with this Section, the Indemnitor shall cooperate with the Indemnitee and its counsel, at the Indemnitor's sole cost, risk and expense, in all reasonable respects, and shall deliver to the Indemnitee or its counsel copies of all pleadings and other information within the Indemnitor's knowledge or possession reasonably requested by the Indemnitee or its counsel that are relevant to the defense of the subject of any such Claim and that will not prejudice the Indemnitor's position, claims or defense. The Indemnitee shall maintain confidentiality with respect to all such information consistent with the conduct of a defense hereunder.

(d) The obligation of the Indemnitor to indemnify the Indemnitee against Losses arising under this Agreement shall be in addition to any other obligations the Indemnitor might otherwise have and any other rights the Indemnitee might otherwise have.

10.5 Payment. All payments owing under this Article 10 will be made promptly as indemnifiable Losses are incurred. If the Indemnitee defends the subject matter of any Claim in accordance with Section 10.4(c) or proceeds with separate counsel in accordance with Section 10.4(b), the expenses (including attorneys' fees) incurred by the Indemnitee shall be paid by the Indemnitor in advance of the final disposition of such matter as incurred by the Indemnitee, if the Indemnitee undertakes in writing to repay any such advances in the event that it is ultimately determined that the Indemnitee is not entitled to indemnification under the terms of this Agreement or applicable law.

11. OBLIGATIONS OF ENWISEN AND THE COMPANY AFTER THE CLOSING

11.1 After the Closing, Enwisen agrees that:

(a) Enwisen shall retain an independent auditor to audit the financial statements of Enwisen for the Company's two most recent fiscal years and shall use its best efforts to have such audited financial statements completed by June 30, 1999.

11.2 After the Closing, the Company agrees that:

(a) The Company shall prepare and file a Registration Statement on Form 10-SB with the Securities and Exchange Commission ("SEC"), and shall use its best efforts to cause such Registration Statement to be declared effective by the SEC by December 31, 1999.

12. PAYMENT OF EXPENSES--

The Company and Enwisen shall each pay their own fees and expenses incurred incident to the preparation and carrying out of the transactions herein contemplated (including legal and accounting fees).

13. TERMINATION

13.1 This Agreement may be terminated at any time prior to the Closing Date:

(a) by mutual written consent of the Company, Enwisen and the Enwisen Stockholders;

(b) by the Company if there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement by Enwisen or the Enwisen Stockholders;

(c) by Enwisen and the Enwisen Stockholders if there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement by the Company;

(d) by the Company if any condition to the Company's obligation to consummate the transactions contemplated by this Agreement has not been satisfied or waived by the Company;

(e) by Enwisen and the Enwisen Stockholders if any condition to the obligations of Enwisen and the Enwisen Stockholders to consummate the transactions contemplated by this Agreement has not been satisfied or waived by Enwisen and the Enwisen Stockholders;

(f) by Enwisen and the Enwisen Stockholders if the Company has failed to receive a minimum of \$1,000,000 U.S. of capital from the sale of the Additional Shares by May 7, 1999. ②

13.2 Effect of Termination. Termination of this Agreement in accordance with Section 13.1 may be effected by written notice from either the Company or Enwisen and the Enwisen Stockholders, as appropriate, specifying the reasons for termination and shall not subject the terminating party to any liability for any valid termination.

14. MISCELLANEOUS

14.1 Tax Treatment. The transaction contemplated herein is intended to qualify as a so-called "tax-free" reorganization under the provisions of Section 368 of the Internal Revenue Code. Enwisen, the Enwisen Stockholders and the Company acknowledge, however, that they each

have been advised to consult with their own tax advisors in connection with this transaction; that no party hereto has made any representation or warranty to the other with respect to the treatment of such transaction or the effect thereof under applicable tax laws, regulations, or interpretations; and that no attorney's opinion or private revenue ruling has been obtained with respect to the effects thereof under the Internal Revenue Code of 1986, as amended.

14.2 Further Assurances. From time to time, at the other party's request and without further consideration, each of the parties will execute and deliver to the others such documents and take such action as the other party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

14.3 Payment of Fees and Expenses. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

14.4 Parties in Interest. Except as otherwise expressly provided herein, all the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective heirs, beneficiaries, personal and legal representatives, successors and assigns of the parties hereto.

14.5 Entire Agreement; Amendments. This Agreement, including the Schedules, Exhibits and other documents and writings referred to herein or delivered pursuant hereto, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by the parties or their respective successors or assigns.

14.6 Headings, Etc. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

14.7 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity or entities may require.

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

14.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of laws principles.

14.10 Notices. Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if given by personal delivery, telex, facsimile, telegram or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication is given by personal delivery, telex, facsimile or telegram, service shall be conclusively deemed made at the time of receipt. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth:

If to Enwisen:

Frank J. McCormack, President
7110 Redwood Boulevard, Suite C
Novato, California 94945

With a copy to:

Roger L. Mainu, Esq.
730 Camden Avenue, Suite A
Campbell, California 95008

If to the Enwisen Stockholders:

At the addresses set forth below their names
on the signature page of this Agreement or on
Exhibit A hereto

If to Company:

Stuart W. Rogers
1906 W. King Edward Avenue
Vancouver, B.C.
Canada V6J 2W6

14.11 Delivery by Facsimile Transmission. Delivery of an executed counterpart of this Agreement or any exhibit attached hereto by telefacsimile transmission shall be equally as effective as delivery of an executed hard copy of the same. Any party delivering an executed counterpart of this Agreement or any exhibit attached hereto by telefacsimile transmission shall also deliver an executed hard copy of the same, but the failure by such party to deliver an executed hard copy shall not affect the validity, enforceability and binding effect of this Agreement or such exhibit.

15. APPOINTMENT OF AGENT

The Enwisen Stockholders hereby irrevocably constitute and appoint Frank J. McCormack as their true and lawful attorney (the "Agent") with full right and power in their names and stead to take any and all action by and on behalf of them necessary or desirable to consummate

the transactions contemplated by this Agreement, including without limitation, the right and power to receive certificates representing the Company Shares on behalf of each of the Enwisen Stockholders, to deliver to the Company the certificates representing the Enwisen Shares, to waive performance of any of the obligations of the Company or waive compliance by the Company with any of its covenants hereunder, to deliver the investment letters of the Enwisen Stockholders referred to in Section 3.3 hereof, and to amend or terminate this Agreement as herein provided. Any such action taken by the Agent on behalf of a Enwisen Stockholder shall be binding upon such Enwisen Stockholder. The Company shall not have any responsibility to the Enwisen Stockholders or any of them for the distribution by the Agent of the certificates representing the Company Shares to be delivered to the Enwisen Stockholders, nor shall the Company be liable in any manner whatsoever to the Enwisen Stockholders or any of them by or on account of any act or omission of the Agent.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

Ozone Technology, Inc.,
a Florida corporation

By: Robert W. Rogers
Its: President & Director

Enwisen,
a California corporation

By: [Signature]
Its: Director / CEO

[Signatures of Enwisen Stockholders continued on next page]

FIRST AMENDED AGREEMENT AND PLAN OF REORGANIZATION

This first Amended Agreement and Plan of Reorganization (the "Amended Agreement") made and entered into as of May 19, 1999, is by and among Ozone Technology, Inc., a Florida corporation (hereinafter referred to as the "Company"), Enwisen, a California corporation (hereinafter referred to as "Enwisen"), and each of the holders of shares of Common Stock of Enwisen (hereinafter collectively referred to as "Enwisen Shareholders") listed on Exhibit "A" and attached hereto.

RECITALS

WHEREAS, the Company and Enwisen executed an Agreement and Plan of Reorganization on April 30, 1999;

WHEREAS, the Company and Enwisen desire to amend that Agreement and Plan of Reorganization at Paragraphs 4.3(a), 5.3(a), and 5.12;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in reliance upon the representations and warranties hereinafter set forth, the parties agree as follows:

1. Paragraph 4.3(a) shall be amended to read as follows:

4.3 Capitalization

"(a) The authorized capital stock of Enwisen consists of 50,000,000 shares of common stock, without par value, of which 11,839,741 shares are issued and outstanding and 8,000,000 shares of preferred stock, without par value, none of which are issued and outstanding. All of the issued and outstanding shares of common stock of Enwisen were offered and sold in compliance with applicable state and federal securities laws, are duly authorized, validly issued, fully paid and nonassessable, and are not subject to preemptive rights created by statute, Enwisen's Articles of Incorporation or Bylaws or any agreement to which Enwisen is a party or by which it is bound.

2. Paragraph 5.3(a) shall be amended to read as follows:

"(a) The authorized capital stock of the Company consists of 50,000,000 shares of Common Stock, \$0.01 par value, of which 5,123,602 shares are issued and outstanding as of May 4, 1999. The Company plans to issue up to an additional 2,000,000 shares in order to raise an additional \$2,000,000, at the rate of \$1.00 for each share, issued to fund the Agreement and Plan of Reorganization, of which 2,000,000 new shares will be restricted pursuant to Rule 144 of the Securities Act of 1933. Thereafter, all of the issued and outstanding shares of Common Stock of the Company have been duly authorized, validly issued, fully paid, and non-assessable, and, except as set forth in Schedule 5.3 hereto, are not subject to preemptive rights created by statute, the Company's Articles of Incorporation or Bylaws or any agreement to which the Company is a party or by which it is bound, except that certain Holdharmless Agreement executed between Enwisen and

Stuart W. Rogers, copy of which is attached hereto and reference incorporated herein."

3. Paragraph 5.12 shall be amended to read as follows:

Paragraph 5.12: Contracts and Undertakings. *am*

"(a) The Company is not a party to or bound by any material contract, agreement, instrument, license, lease, commitment, or undertaking, except as set forth on Schedule 5.12 attached hereto, except that if additional \$900,000 capital is not raised, as called for in paragraph 9.1(d), then Stuart W. Rogers shall pay Enwise's audit expenses as called for under section 11.1(a) hereof.

Except for the aforementioned amendments, all terms, conditions, and agreements set forth in the Agreement and Plan of Reorganization, executed by the parties on April 30, 1999, shall remain the same, and the Agreement and Plan of Reorganization is in full force and effect, and finalized.

In witness whereof, this Amended Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

OZONE TECHNOLOGY, INC.
A Florida Corporation

By: Stuart W. Rogers
Its President and Director

ENWISEN
A California Corporation

By: James J. Sullivan
Its President and CEO

FROM :

Enwisen Investor Total Shares Table

	NAME	Total
1.	Frank J. McCormack	1,144,000
2.	Altos Ventures I LLP	4,480,000
3.	RACase	750,000
4.	Keith H. McNeil	866,124
5.	Roger D. Woehl	430,618
6.	Donald L. Zimmerman	407,184
7.	Kevin McNeil	314,419
8.	J. Kevin McCormack	280,000
9.	Lisa Anne McCormack	280,000
10.	Thomas R. McCormack	280,000
11.	McCormack Family Trust	515,285
12.	Michael D. Michalski	227,332
13.	Kenneth Burke	119,152
14.	Shirley R. McCormack	103,000
15.	Gerard F. Pereira	102,500
16.	Steven A. Zimmerman	99,800
17.	Roger L. Maino	93,696
18.	Edwin W. Deer, Jr.	93,197
19.	Charles L. Gould	88,000
20.	Alan D. Fong	79,179
21.	HealthX.com	75,000
22.	Robert W. Lehman	70,000
23.	Cooley, Godward, LLP	70,000
24.	Ronald F. Stempek	65,000
25.	James W. Lazor	63,000
26.	Andrew E. Ward	57,000
27.	Robert J. Baratta	54,500
28.	Nino P. Pedrini	54,500
29.	Russell W. Ketron	53,228
30.	Mary Lee Cieski	49,900
31.	David Zimmerman	49,900
32.	Michael Zimmerman	49,900
33.	William Quan	42,722
34.	James D. Rohde	31,000
35.	Ronald H. Wohl	25,000
36.	Dorothy Biancalana	25,000
37.	Michael P. Flynn	25,000
38.	Lethea Petropulos	25,000
39.	Bette McNeil	17,801
40.	John B. Lazor, M.D.	15,000
41.	Joseph M. Lazor, Jr.	15,000
42.	James Lazor, Jr.	15,000
43.	Kathleen Woodcock	15,000
44.	Matthew Alexander	12,500
45.	James A. Finkelstein	12,500
46.	John R. Moore	12,500
47.	Leo Tarantino	12,500
48.	Stephen Wehr	12,500
49.	Marie Landis	11,375
50.	John Flanders	11,375
51.	Carolyn E. Smith	10,000
52.	Sally Cabbell	6,000
53.	Jeffrey B. Budner	5,460
54.	John C. Kulp, Jr.	5,000
55.	Dorothy Nowak	4,000
56.	Song Ki Hong	2,000
57.	Howard W. Bissell, Jr.	2,000
58.	I. William Weinberg	2,000
59.	Amy Deming-Simpkins	1,094
60.	TOTAL	11,839,741

EXHIBIT A

**ENWISEN STOCKHOLDERS
SIGNATURE PAGE**

The undersigned, by signing his/her name hereto, does hereby agree and consent to this Agreement and Plan of Reorganization among Ozone Technology, Inc., and the Stockholders of Enwise.


Date: May _____, 1999

X 
Frank J. McCormack

Date: May _____, 1999

Altos Ventures I, LLP

Date: May _____, 1999


RACase Group

Date: May _____, 1999

Keith McNeil

Date: May _____, 1999

Roger Woehl

Date: May _____, 1999

Don Zimmerman

Date: May _____, 1999

Kevin McNeil

Date: May _____, 1999

Kevin McCormack

Date: May _____, 1999

Lisa McCormack

Date: May _____, 1999

Tom McCormack

Date: May _____, 1999

Michael Michalski


Date: May _____, 1999

Ken Burke

Date: May _____, 1999

James W. Lazor

Date: May _____, 1999


Shirley McCormack

McNeil, Keith

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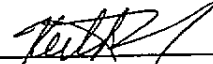
Date: May _____, 1999

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Date: May _____, 1999

RACase Group

Date: May 6, 1999



Keith McNeil

Date: May _____, 1999

Roger Woehl

Date: May _____, 1999

Don Zimmerman

Date: May _____, 1999

Kevin McNeil

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Date: May 17, 1999

X 
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Date: May _____, 1999

Don Zimmerman

Date: May _____, 1999

Kevin McNeil

Date: May _____, 1999

Kevin McCormack

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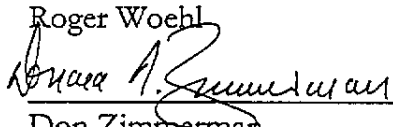
Date: May _____, 1999

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Date: May 17, 1999



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Kevin McNeil
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Kevin McCormack

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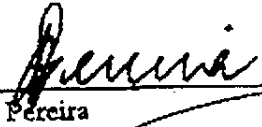
Date: May _____, 1999

James W. Lazor

Date: May _____, 1999

Shirley McCormack

Date: May 14, 1999


Gerard Pereira

Date: May _____, 1999

Steve Zimmerman

Date: May _____, 1999

Roger Maino

Date: May _____, 1999

Bill Deer

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Chuck Gould

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Alan Fong

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Bob Lehman

Date: May _____, 1999


Cooley Godward

Date: May _____, 1999

Ron Stempek

Date: May _____, 1999

McCormack Family Trust

Date: May _____, 1999

Andrew Ward

Date: May _____, 1999

Bob Baratta

Date: May _____, 1999

Nino Pedrini

Date: May _____, 1999

Russ Ketron

Date: May _____, 1999

Lee Cieski

Date: May _____, 1999

David Zimmerman

Date: May _____, 1999
Investor/Trust Signature

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Kevin McCormack~~

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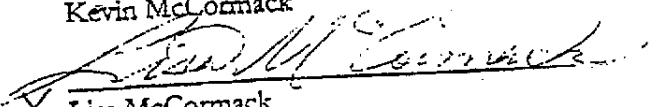
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Michalski

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Don Zimmerman

Date: May _____, 1999

Kevin McNeil

Date: May _____, 1999

Kevin McCormack

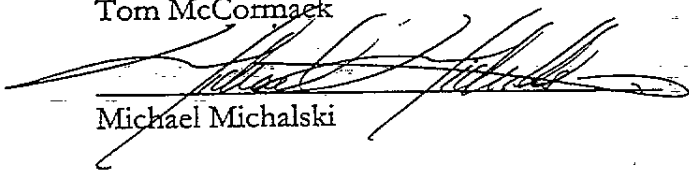
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Date: May _____, 1999

Tom McCormack

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James W. Lazor

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Shirley McCormack

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ENWISEN STOCKHOLDERS
SIGNATURE PAGE

The undersigned, by signing his/her name hereto, does hereby agree and consent to this Agreement and Plan of Reorganization among Ozone Technology, Inc., and the Stockholders of Enwise.

Date: May _____, 1999

Frank J. McCormack

Date: May _____, 1999

Altos Ventures I, LLP

Date: May _____, 1999

RACase Group

Date: May _____, 1999

Keith McNeil

Date: May _____, 1999

Roger Woehl

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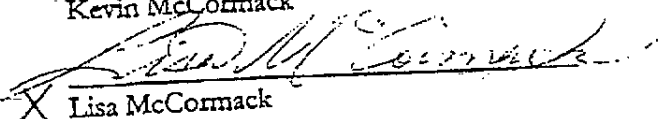
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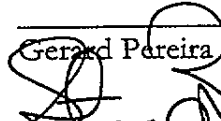
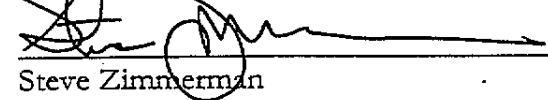
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Gerard Pereira

Steve Zimmerman


Roger Maino

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Chuck Gould

Alan Fong

Bob Lehman

Cooley, Godward

Ron Stempek

McCormack Family Trust

Andrew Ward

Bob Baratta

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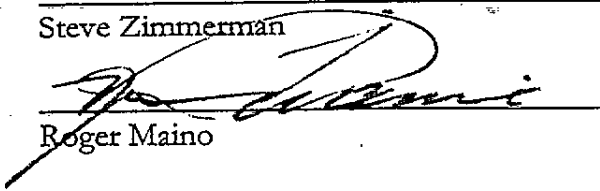
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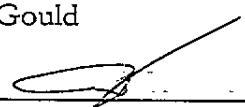
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GCH INVESTMENTS

Date: May 10, 1999

By Joan Cardona, Executive Partner
Gepley, Godward GCH INVESTMENTS

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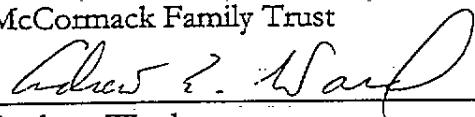
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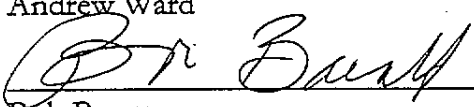
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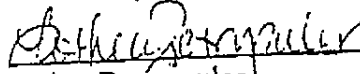
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Michael Flynn

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Bette McNeil

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Leo Tarantino

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Marie Landis

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Sally Cabbell

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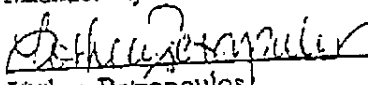
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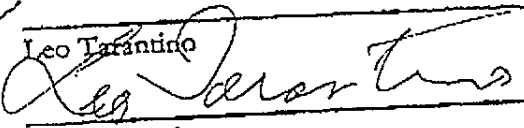
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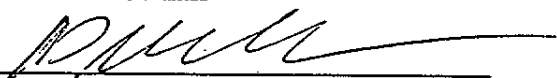
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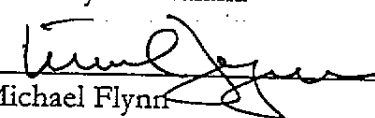
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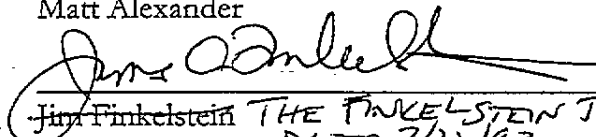
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Jim Finkelstein

THE FINKELSTEIN TRUST,
DATED 7/22/93
JAMES A. FINKELSTEIN, TRUSTEE

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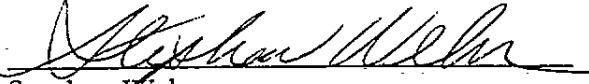
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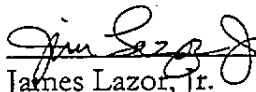
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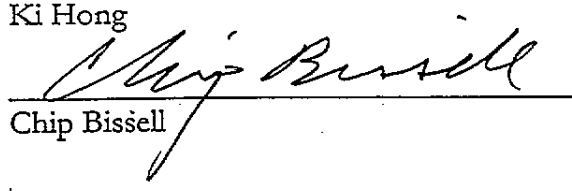
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Bill Weinberg (I. William Weinberg)
Bill Weinberg

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Bill Weinberg

Date: May 15, 1999

Amy Deming
Amy Deming

**ENWISEN STOCKHOLDERS
SIGNATURE PAGE**

The undersigned, by signing his/her name hereto, does hereby agree and consent to this Agreement and Plan of Reorganization among Ozone Technology, Inc., and the Stockholders of Enwisen.

Date: May _____, 1999

Frank J. McCormack

Date: May _____, 1999

Altos Ventures I, LLP

Date: May _____, 1999

RACase Group

Date: May _____, 1999

Keith McNeil

Date: May _____, 1999

Roger Woehl

Date: May _____, 1999

Don Zimmerman

Date: May _____, 1999

Kevin McNeil

Date: May _____, 1999

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Kevin McCormack

Date: May _____, 1999

Lisa McCormack

Date: May _____, 1999

Tom McCormack

Date: May _____, 1999

Michael Michalski

Date: May _____, 1999

Ken Burke

Date: May _____, 1999

James W. Lazor

Date: May _____, 1999

Shirley McCormack

SCHEDULES TO AGREEMENT AND PLAN OF REORGANIZATION

- 4.2 As of April 30, 1999 Enwisen was only qualified to business in the State of California.
- 4.8(a) There are no material adverse changes, events, actions, or circumstances between February 28, 1999 and April 30, 1999.
- 4.8(b) Enwisen had a one-year lease that commenced in October, 1998. At the conclusion of that date the lease terminated and occupancy was on a month-to-month basis.
- 4.8 (c) In addition to approximately 10-12 PCs and/or servers, the company owned a small number of desks and chairs, copy machine, and tables. The company owned a similar number of work stations (cubicles). These items were located in the office space at 7110 Redwood Blvd. in Novato, or in a storage facility.
- 4.9 Any unpaid income, gross receipts, sales, use, withholding, payroll, employment, social security, unemployment, excise and property taxes, plus interest thereon unpaid as of April 30, 1999 were mutually discussed and disclosed between the parties.
- 4.10 There were no material claims, actions, suits or proceedings pending or threatened against Enwisen Stockholders, Enwisen, or any officers, directors, employees or agents of Enwisen pending as of April 30, 1999.
- 4.12 Contracts, commitments and other arrangements to which Enwisen is a party relating to or affecting any of its assets, properties or operations, including oral and written contracts, pledge agreements, promissory notes, lines of credit, etc., in effect as of April 30, 1999, were discussed and disclosed, including the company's office lease agreement, shareholder note, employment contract, bridge financing agreements, and client contracts.
- 4.13 There were no material licenses issued or granted to Enwisen or pending applications as of April 30, 1999.
- 4.14 Enwisen has proprietary interest in its software and its names, including Omni Benefits, Enwisen, and Help Yourself. Interest in such software and its ongoing development is protected by an employee Non-disclosure And Inventions Agreement.
- 4.15 Other than state required Worker's Compensation coverage, the only insurance policy to which Enwisen was a party or beneficiary or named insured as of April 30, 1999 was a general fire, theft, and liability policy.
- 4.16 There are no bonus, pension, stock option, stock purchase, benefit, welfare, profit-sharing, hospitalization, insurance, incentive, deferred compensation and other similar fringe or employee benefit plans, funds, programs or arrangements, whether written or oral, as of April 30, 1999, other than as approved by the company's Board and its shareholders, and as memorialized in its minutes, copies of which have been provided to participating parties.

**SCHEDULES TO AGREEMENT AND PLAN OF REORGANIZATION
(PAGE 2)**

- 4.20 There have been no material transactions, agreements or arrangements between Enwisen and any director, officer, employee, stockholder, relative, etc., including loans, guarantees or pledges to, by or for Enwisen or from to, by, or for any such person in effect as of April 30, 1999 or reflected in Enwisen's financial results other than as outlined in the company's minutes, copies of which have been provided to participating parties.
- 4.21 Each person or entity that owns any direct or indirect debt interest other than accounts payable in the ordinary course of Enwisen's business is disclosed in the company's minutes, copies of which have been provided to participants.
- 5.5 Ozone's audited financial statements as of December 31, 2000 are attached hereto.
- 5.7 There were no material adverse changes since the date of Ozone's financial statements.
- 5.9 There were no unpaid taxes, assessments, penalties or interest for Ozone as of April 30, 1999.
- 5.10 There were no pending or threatened claims or litigation against Ozone as of April 30, 1999.
- 5.11 there were no contracts, agreements, licenses, leases, commitments or undertakings to which Ozone was a party as of April 30, 1999.
- 5.16 There were no intercompany or affiliate transactions between Ozone and any director, officer, employee, stockholder or affiliate as of April 30, 1999.

BARRY L. FRIEDMAN, P.C.
Certified Public Accountant

1592 TULITA DRIVE
LAS VEGAS, NEVADA 89123

OFFICE (702) 381-8414
FAX NO. (702) 898-0278

INDEPENDENT AUDITORS' REPORT

Board Of Directors
Ozone Technology, Inc.
Vancouver, B.C., Canada

March 26, 1999

I have audited the accompanying Balance Sheets of Ozone Technology, Inc., (Formerly Ozotek, Inc.), as of December 31, 1998, December 31, 1997, and December 31, 1996, and the related statements of operations, stockholders' equity and cash flows for the three years ended December 31, 1998, December 31, 1997, and December 31, 1996. These financial statements are the responsibility of the Company's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ozone Technology, Inc., (Formerly Ozotek, Inc.), as of December 31, 1998, December 31, 1997, and December 31, 1996, and the results of its operations and cash flows for the three years ended December 31, 1998, December 31, 1997, and December 31, 1996, in conformity with generally accepted accounting principles.

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note #3 to the financial statements, the Company has no established source of revenue. This raises substantial doubt about its ability to continue as a going concern. Management's plan in regard to these matters are also described in Note #3. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.


Barry L. Friedman
Certified Public Accountant

OZONE TECHNOLOGY, INC.
(FORMERLY OZOTEQ, INC.)
(A Development Stage Company)

BALANCE SHEET

ASSETS

	December 31, 1998	December 31, 1997	December 31, 1996
CURRENT ASSETS:			
Cash	\$ 1,256	\$ 0	\$ 0
Investment-Chino Oil and Gas Corporation	-	0	-
Investment-Ozone Petroleum Corporation	-	0	-
Loan to Chino Oil and Gas Corporation	0	663,750	0
TOTAL CURRENT ASSETS	<u>\$ 1,256</u>	<u>\$663,750</u>	<u>\$ 0</u>
OTHER ASSETS:	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
TOTAL OTHER ASSETS	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
TOTAL ASSETS	<u>\$ 1,256</u>	<u>\$663,750</u>	<u>\$ 0</u>
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See accompanying notes to financial statements & audit report

OZONE TECHNOLOGY, INC.
(FORMERLY OZOTEQ, INC.)
(A Development Stage Company)

STATEMENT OF OPERATIONS

	Year Ended Dec. 31, 1996	Year Ended Dec. 31, 1997	Year Ended Dec. 31, 1998	Oct.27,1988 (inception) to Dec. 31, 1998
INCOME:	\$ 0	\$ 0	\$ 0	\$ 0
EXPENSES:				
General and Administrative	\$ 48,929	\$ 2,074	\$ 439	\$ 56,829
Total Expenses	\$ 48,929	\$ 2,074	\$ 439	\$ 56,829
Net Profit/Loss(-)	\$ -48,929	\$ -2,074	\$ -439	\$ -56,829
Other Expenses(-)/ Income(+)				
Interest Expense	-3,375	\$ 0	\$ 0	\$ -3,375
Loss on rescission of Chino Oil and Gas Corporation	-663,750	0	0	-663,750
Gain on sale of Ozone Petroleum Corporation	+70,000	0	0	+70,000
Net income or loss	\$ -646,054	\$ -2,074	\$ -439	\$ -653,954
Net Profit/Loss(-) per share	\$ -.0666	\$ -.0003	\$ -.0002	\$ -.1367
Number of shares outstanding at end of period	9,706,794	1,960,000	4,784,573	

See accompanying notes to financial statements & audit report

OZONE TECHNOLOGY, INC.
(FORMERLY OZOTEQ, INC.)
(A Development Stage Company)

STATEMENT OF CASH FLOWS

	Year Ended Dec. 31, 1996	Year Ended Dec. 31, 1997	Year Ended Dec. 31, 1998	Oct. 27, 1988 (inception) to Dec. 31, 1998
Cash Flows from Operating Activities:				
Net Loss	\$ -646,054	\$ -2,074	\$ -439	\$ -653,954
Adjustment to reconcile net loss to net cash provided by operating activities	0	0	0	0
Changes in assets and liabilities:				
Accounts Payable	+1,500	-926	+439	+1,500
Loans Payable	-15,000	+25,000	0	+10,000
Loans Receivable	+663,750	-663,750	0	0
Increase/ Decrease in Interest Payable	-3,000	+3,000	0	0
Net cash used in operating activities	\$ +1,196	\$ -638,750	\$ 0	\$ -642,454
Cash Flows from investing activities	0	0	0	0
Cash Flows from Financing Activities:				
Issuance of common Stock for services	+60	0	0	+60
Stock for cash	0	+638,750	0	+643,650
Net increase(+)/ Decrease(-) in cash	\$ +1,256	\$ 0	\$ 0	\$ +1,256
Cash, beginning of period	0	0	0	0
Cash, end of period	\$ 1,256	\$ 0	\$ 0	\$ 1,256
	*****	*****	*****	*****

See accompanying notes to financial statements & audit report

OZONE TECHNOLOGY, INC.
(FORMERLY OZOTEQ, INC.)
(A Development Stage Company)

NOTES TO FINANCIAL STATEMENTS

December 31, 1998, December 31, 1997, and December 31, 1996

NOTE 1 - HISTORY AND ORGANIZATION OF THE COMPANY

The Company was organized October 27, 1988, under the laws of the State of Florida, as Ozoteq, Inc. The Company currently has no operations and, in accordance with SFAS #7, is considered a development stage company.

On November 10, 1988, the company issued 3,000 shares of it's \$1.00 par value common stock for cash of \$ 750.

During 1990, the Company issued 2,800 shares of it's \$1.00 par value common stock for cash of \$ 700.

During 1991, the Company issued 5,400 shares of it's \$1.00 par value common stock for cash of \$ 1,350.

During 1992, the Company issued 8,400 shares of it's \$1.00 par value common stock for cash of \$ 2,100.

On March, 11, 1995, the Company forward split it's common stock 100:1, thus increasing the number of outstanding common shares from 19,600 shares to 1,960,000 shares.

On June 19, 1995, the State of Florida approved the Company's restated Articles of Incorporation, which increased it's capitalization from 20,000,000 common shares to 50,000,000 common shares. The par value was changed from \$1.00 par value to \$0.001.

On June 19, 1995, the Company changed it's name to Ozone Technology, Inc.

On February 15, 1997, the Company forward split it's common stock 2:1, thus increasing the number of outstanding common shares from 1,960,000 shares to 3,920,000 shares.

On May 28, 1997, the Company completed a public offering that was offered without registration under the Securities Act of 1933, as amended (The "Act"), in reliance upon the exemption from registration afforded by sections 4(2) and 3(B) of the Securities Act and Regulation D promulgated thereunder. The Company sold 1,825,000 shares of common stock at a price of \$0.35 per share for a total amount raised of \$ 638,750.

OZONE TECHNOLOGY, INC.
(FORMERLY OZOTEQ, INC.)
(A Development Stage Company)

NOTES TO FINANCIAL STATEMENTS CONTINUED

December 31, 1998, December 31, 1997, and December 31, 1996

NOTE 1 - HISTORY AND ORGANIZATION OF THE COMPANY (CONTINUED)

On August 26, 1997, the Company completed a merger with Chino Oil and Gas Corporation (Chino). The merger resulted in the issuance of 5,500,000 common shares for 100% ownership in Chino. Chino was engaged in speculative oil and gas ventures in the Peoples Republic of China. Chino subsequently invested in a Chinese oil venture, Chino Crystal Valley Corporation, of which Chino had a 50% interest. During 1997, the Company loaned Chino \$663,750. Additionally, on December 31, 1997, the Company issued an additional 434,772 common shares to Chino. Events in early 1998, led to the deterioration in the relationship of the Company and Chino. The merger agreement has therefore been rescinded in its entirety with mutual consent of both parties. Chino returned to the Company both the issuances of stock issued to Chino. Because, of the insolvency of Chino the Company suffered the loss of it's entire loan to Chino of \$663,750.

On September 25, 1997, the Company organized and incorporated at no expense to itself, Ozone Petroleum Corporation, a Canadian non-reporting company incorporated in the Province of British Columbia. This company was carried as an investment on the Company's Balance Sheet.

On July 21, 1998, the Company issued 60,000 shares of it's \$0.001 par value common stock for services of \$ 60.

On August 31, 1998, the Company sold Ozone Petroleum Corporation for \$ 130,000 note receivable to Lothian Energy. The note was then discounted and sold for cash of \$ 70,000. to Columbia, Ltd.

NOTE 2 - ACCOUNTING POLICIES AND PROCEDURES

Accounting policies and procedures have not been determined except as follows:

1. The Company uses the accrual method of accounting.
2. Earnings per share is computed using the weighted average number of common shares outstanding.
3. The Company has not yet adopted any policy regarding payment of dividends. No dividends have been paid since inception.

OZONE TECHNOLOGY, INC.
(FORMERLY QOTEQ, INC.)
(A Development Stage Company)

NOTES TO FINANCIAL STATEMENTS CONTINUED

December 31, 1998, December 31, 1997, and December 31, 1996

NOTE 3 - GOING CONCERN

The Company's financial statements are prepared using the generally accepted accounting principles applicable to a going concern, which contemplates the realization of assets and liquidation of liabilities in the normal course of business. However, the Company has no current source of revenue. Without realization of additional capital, it would be unlikely for the Company to continue as a going concern. It is management's plan to seek additional capital through a merger with an existing operating company.

NOTE 4 - RELATED PARTY TRANSACTION

The Company neither owns or leases any real or personal property. Office services are provided without charge by an officer. Such costs are immaterial to the financial statements and, accordingly, have not been reflected therein. The officers and directors of the Company are involved in other business activities and may, in the future, become involved in other business opportunities. If a specific business opportunity becomes available, such persons may face a conflict in selecting between the Company and their other business interests. The Company has not formulated a policy for the resolution of such conflicts.

NOTE 5 - WARRANTS AND OPTIONS

There are no warrants or options outstanding to acquire any additional shares of common stock.

NOTE 6 - SUBSEQUENT EVENTS (UNAUDITED)

In January 1999, the Company completed a public offering that was exempt from federal registration pursuant to Regulation D, Rule 504, of the Securities act of 1933 as amended. The Company sold 1,000,000 shares of common stock at a price of \$0.04 per share for a total amount raised of \$40,000.