

**Trenwith Group LLC
330 Madison Avenue
10th Floor
New York, New York 10017**

December 17, 2008

CONFIDENTIAL

**Mr. Kenneth Carpenter
President & CEO
Burlington Technologies, Inc.
3267 Mainway Drive
Burlington, Ontario L7M 1A6**

Dear Mr. Carpenter:

Trenwith Group, LLC ("Trenwith") and a local advisor which may be retained by Trenwith at its expense, collectively the co-advisors (the "Co-Advisors"), understand that Burlington Technologies, Inc., an Ontario corporation, and/or its affiliates, subsidiaries, and shareholders (collectively "Burlington" or the "Company"), are seeking a sale or other financial transaction, including, but not limited to a partial sale, recapitalization or merger of its business or sale of its assets as a business (a "Transaction"). It is acknowledged that the Company has filed for protection under the companies creditors arrangement act ("CCAA") and that the purpose of this engagement is to assist the Company under the CCAA to sell some or all of the assets of the Company as part of its plan.

The engagement hereunder may be staffed by personnel of both Trenwith and a Co-Advisor to be named, although all matters pertaining to rules and regulations governed by the Financial Industry Regulatory Authority ("FINRA") of the United States related to any Transaction will be under the authority and direction of Trenwith as required by applicable law.

Burlington wishes to engage Trenwith as its exclusive financial advisors with respect to the Transaction and Trenwith desires to assist Burlington with respect to the Transaction on the following terms:

1. Trenwith will use its commercially reasonable efforts to introduce Burlington to potential sources for the Transaction (the "Transaction Source"). The terms of any Transaction shall be as negotiated between Burlington and the Transaction Source, with Trenwith's assistance, but, Trenwith cannot guarantee a successful conclusion to the negotiations with any such sources. During the term of this agreement ("Agreement"), Burlington shall refer to Trenwith as Transaction Sources all Transaction inquiries received by it prior to or during the term hereof, and use its reasonable efforts to assist Trenwith in undertaking and completing the Transaction.

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2. Trenwith will provide assistance to Burlington throughout the Transaction process as follows:
- (a) Provide input to and assist Burlington with the preparation and completion of a confidential information memorandum that shall contain a description of Burlington's business model, financial projections and industry overview (the "Information Memorandum") for submission to interested Transaction Sources; and,
 - (b) Establish and maintain a list of parties who are prospective Transaction Sources; and,
 - (c) Coordinate and manage the distribution of the confidential Information Memorandum to prospective Transaction Sources, with Burlington's prior approval; and,
 - (d) Evaluate interested Transaction Sources, assist in the preparation of management presentations, schedule and attend appointments with qualified sources as requested by Burlington; and,
 - (e) Provide assistance and advice as requested by Burlington with the evaluation and negotiation of formal offers and the Closing (as hereinafter defined) of the Transaction.

In connection with this Agreement, Burlington represents and warrants that, to the best of its knowledge, all information given to Trenwith or its Co-Advisor or otherwise contained in the Information Memorandum or any other transaction document it approves, shall be complete and correct in all material respects, and shall not otherwise contain any materially misleading statements or omissions. The parties agree that the non-disclosure agreement executed on July 18, 2008 shall survive the execution and delivery of this Agreement. Notwithstanding anything in the non-disclosure agreement to the contrary, the parties agree that the terms thereof shall remain in full force and effect for one year from the date thereof notwithstanding the Closing of a Transaction, provided, however, that during the term of this Agreement in performing its duties hereunder, the Trenwith may make disclosures of confidential information to third parties as approved by Burlington pursuant to confidentiality agreements signed by such third parties in form and substance approved by Burlington.

3. Burlington shall pay Trenwith for its services as follows:

- (a) A monthly non refundable work fee of \$15,000 Canadian per month for six months starting December 16, 2008;
- (b) Upon and concurrent with the Closing of a "Sale Transaction" with a Transaction Source, Burlington shall pay to Trenwith a cash closing fee (the "Closing Fee") equal to 2% of the Sale Transaction Value (provided however, that if there is a Sale Transaction with [REDACTED] [REDACTED] for only the [REDACTED]), then the Closing Fee shall be 1% of the Sale Transaction Value of [REDACTED] and if there is a Sale Transaction with [REDACTED] for all of the Company, then the Closing Fee shall be 1.5% of the Sale Transaction Value); and,

* and or [REDACTED]

* [REDACTED]

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- (c) In the event that Trenwith sources debt or equity for the Company, a fee payable in the amount of:
1. 2% for senior secured debt;
 2. 3% for convertible or second secured debt; and
 3. 4% for equity.

In the event that any fees are subject to GST, GST will be included in the fees payable. The work fees paid shall not be credited against the Closing Fee.

In addition to any fees payable by Burlington hereunder, Burlington shall, whether or not a Transaction shall be proposed or consummated, reimburse Trenwith and the Co-Advisor for its advertising costs, travel and other reasonable out-of-pocket expenses (including any database usage costs and all fees, disbursements and other charges incurred by Trenwith and the Co-Advisors with Burlington's consent) incurred in connection with any actual or proposed Transaction, or otherwise arising out of Trenwith's or the Co-Advisor's activities under or contemplated by, this engagement.

DEFINITIONS

Sale Transaction Value – For purposes of this Agreement, the "Sale Transaction Value" shall mean the total proceeds received in the Transaction from the Transaction Source at the date of Closing and other consideration paid or received or to be paid or received in connection with a Transaction from a Transaction Source (which consideration shall be deemed to include amounts in escrow), including, without limitation: (i) cash, (ii) equity securities, (iii) new or assumed debt, (iv) notes payable or vendor take-back, (v) non-contingent payments made in installments, (vi) the present value of real estate lease payments received and (vii) all contingent payments to be made based upon some future event or outcome related to the value or performance of the stock or assets of Burlington, including but not limited to earnouts, rebates, royalty fees, and non-compete agreements ("Contingent Payments"). The Share Transaction Value shall also include the value of any assets retained and the total amount of long term liabilities assumed. For greater certainty, the Sale Transaction Value shall not include value derived from the sale of the Burlington real estate outside a Transaction, or redundant assets arising from the consolidation of the Alumetco Division into the Burlington Division.

For purposes of computing any fees payable to Trenwith hereunder, non-cash consideration shall be valued as follows: (x) publicly traded securities shall be valued at the average of their closing prices (as reported in the Wall Street Journal) for the ten trading days prior to the Closing of the Transaction, and (y) any other non-cash consideration shall be valued at the fair market value thereof as determined in good faith by Burlington and Trenwith.

Contingent Payments shall include amounts placed in escrow at Closing as and when released from escrow and may also include, without limitation, payments contingent on future earnings or operations of Burlington. If Burlington receives any Contingent Payments from time to time subsequent to Closing, then Burlington shall promptly make payment to Trenwith each time a

Contingent Payment is received in the amount set forth in paragraph 3(c). Fees on Contingent Payments will be paid to Trenwith as received by Burlington. Alternatively, the parties may mutually agree to determine the estimated present value of such Contingent Payments and Burlington may make said payment to Trenwith at Closing.

Transaction Source – For purposes of this Agreement, a “Transaction Source” is defined as those financial sources and/or corporations that are submitted in writing as such by Trenwith to Burlington and reviewed by Burlington from time to time during the term of this Agreement, which shall include any of Burlington’s current lenders or investors.

Closing – For purposes of the above, “Closing” shall mean the closing of the Transaction with the Transaction Source including but not limited to, a sale in whole or in part, or merger, consolidation, recapitalization or the like of a substantial portion of Burlington’s assets or business.

4. This Agreement and Trenwith’s engagement hereunder may be terminated by either Burlington or Trenwith effective as of any date on or after 30 days after the date of the Agreement, upon 5 days’ prior written notice thereof to the other party; provided, however, that (a) termination of Trenwith’s engagement hereunder shall not affect the Burlington’s continuing obligation to indemnify Trenwith and certain related persons as provided in Paragraph 6 of this Agreement, (b) notwithstanding any such termination, Trenwith shall be entitled to (i) the entire cash sum paid (and then due and payable) to it as provided for in Paragraph 3 hereof, and (ii) the full transaction fees in the amounts and at the time provided for in Paragraph 3 hereof in the event that a Transaction is consummated or an agreement with respect thereto is entered into by the Burlington with a Transaction Source at any time prior to the expiration of twelve months following such termination, (c) any such termination of the Trenwith’s engagement hereunder shall not affect Burlington’s obligation to reimburse Trenwith’s expenses accruing prior to such termination, (d) any such termination of Trenwith’s engagement hereunder shall not affect the Burlington’s obligation to comply with Paragraph 10 of this Agreement.
5. Burlington hereby irrevocably authorizes and instructs the Transaction Source to pay directly to Trenwith, out of the closing proceeds, at Closing the cash sums provided for in item (b) of Paragraph 3 and item (b) of Paragraph 4 above to be paid at Closing, and agrees to notify the Transaction Source of this provision. Burlington hereby expressly agrees that in the event any dispute or disagreement arises with respect to the payment to Trenwith of the sums due at Closing under item (b) of Paragraph 3 and item (b) of Paragraph 4 of this Agreement, that the Transaction Source shall immediately place all disputed sums in an interest bearing escrow account pending resolution of the dispute pursuant to Paragraph 10, and shall not under any circumstances deliver such disputed sums to Burlington. Burlington hereby irrevocably authorizes and instructs the Transaction Source to escrow such disputed sums. Burlington further agrees that any sums due pursuant to item (b) of Paragraph 3 and item (b) of Paragraph 4 of this Agreement which are not in dispute shall not be escrowed, but shall be paid upon Closing to Trenwith by the Transaction Source as provided for under the terms of this Agreement.

6. Burlington agrees to indemnify and hold harmless Trenwith, member firms of BDO International and their Partners, the Co-Advisors, and their partners, managers, members, principals, directors, officers, employees, affiliates, agents and any persons retained in connection with the performance of the services described in this Agreement (each an "Indemnified Party" and, collectively, the "Indemnified Parties"), to the full extent permitted by law, from and against all claims, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") arising out of or based upon this Agreement or any Transaction, including without limitation, any misstatement or omission, or alleged misstatement or omission, in an information memorandum or any other materials supplied or approved by Burlington, except Burlington shall not be liable for any Damages sustained by Burlington (or any person claiming through Burlington) if a court having competent jurisdiction shall have determined by final judgment (not subject to further appeal) that such Damages resulted solely from the willful malfeasance or gross negligence of such Indemnified Party under circumstances where Trenwith or the Co-Advisors' act or failure to act was not specifically requested or consented to by Burlington. Burlington agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) for any Damages sustained by Burlington (or any person claiming through Burlington) unless a court having competent jurisdiction shall have determined by final judgment (not subject to further appeal) that such Damages resulted solely from the willful malfeasance or gross negligence of such Indemnified Party under circumstances where Trenwith or the Co-Advisors' act or failure to act was not specifically requested or consented to by Burlington. Notwithstanding the foregoing provisions of this Paragraph 6, each Indemnified Party's share of the liability hereunder shall not exceed the amount of fees actually received by such Indemnified Party under this Agreement (excluding any amounts received as reimbursement of legal fees and expenses incurred by such Indemnified Party).
7. Burlington represents and warrants that there are no brokers, representatives or other persons who have an interest in compensation due to Trenwith from the Transaction contemplated herein.
8. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all broker dealers to obtain, verify, and record information that identifies each entity that becomes a new client of Trenwith. In establishing a new client relationship with the Burlington, Trenwith is required to ask for certain information including but not limited to Employer Identification Numbers (EIN) and other corporate documents that will allow Trenwith to identify the legal existence of the Burlington.
9. Trenwith, upon Closing a Transaction, shall have the right to place advertisements in financial newspapers, journals and other marketing materials at its own expense describing non-confidential information of its services to Burlington hereunder. Without limiting the foregoing, Trenwith may also publicize its services in connection herewith, including, without limitation, providing non-confidential information to the financial press and other media.

10. Burlington acknowledges that Trenwith is acting as an independent contractor with duties owing solely to Burlington in connection with its engagement hereunder and that nothing in this Agreement is intended to confer upon any other person other than a Co-Advisor any rights or remedies hereunder or by reason hereof.
11. The validity and interpretation of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to agreements made and to be fully performed therein (excluding the conflicts of laws rules).
12. Notice given pursuant to any of the provisions of the Agreement shall be in writing and shall be mailed or delivered: (a) if to Burlington, at its offices at 3267 Mainway Drive, Burlington, Ontario L7M 1A6, Attention: Mr. Kenneth Carpenter; and (b) if to Trenwith, at its offices at 330 Madison Avenue, New York, New York 10017, Attention: Douglas R. Wulffleff.
13. This Agreement incorporates the entire understanding of the parties relating to the subject matter hereof, and supersedes and cancels all previous agreements, understandings and/or communications between Trenwith and Burlington. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may not be amended or modified, except in writing, executed by Burlington and Trenwith. This Agreement shall not be assigned or otherwise transferred without the express written permission of the parties hereto.
14. Any controversy or claim as to the amount of the fee payable to Trenwith shall be conclusively settled by binding arbitration in Ontario, Canada. Judgment upon the award rendered (which shall include recovery of costs and reasonable attorneys' fees by the prevailing party) may only be entered and any proceeding to confirm or vacate the arbitration may only be brought in Ontario, Canada. Except for the proceeding sentence, such arbitration shall be treated as confidential and not disclosed to any third parties.
15. The Company agrees to seek the necessary court approval for the fees of Trenwith if required as part of the CCAA process and to permit Trenwith to have its fees paid directly from the funds from any sale. The Company also agrees that any sale will be on an as is where is basis and that the court will approve any sale of assets.
16. In the event of the termination of this Agreement or the liquidation of the Company, the Company will pay a break-up fee of \$100,000.
17. Any fees payable under this agreement will be paid to Trenwith.

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If the above engagement and Agreement relating thereto are acceptable, please execute the acceptance and acknowledgment of this Agreement as hereinafter provided.

Very truly yours,

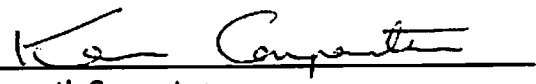
Trenwith Group, LLC

By: 
Douglas R Wulffleff
Senior Managing Director

ACCEPTANCE AND ACKNOWLEDGMENT:

Burlington, on behalf of itself and its subsidiaries and affiliates, hereby accepts the above engagement and agrees to the terms and provisions set forth above with respect to such engagement.

Burlington Technologies, Inc.

By: 
Kenneth Carpenter
President & CEO

Date: Dec 17, 2008