



RESEARCH AND DEVELOPMENT CERTIFICATE

Export Development Canada ("EDC")
Ottawa, Ontario K1A 1K3
Canada

Institution: _____

Obligor (Borrower): _____

Re: EDC Guarantee/Suretyship based on Application dated _____

("EDC Guarantee/Suretyship")

In accordance with the terms of the EDC Guarantee/Suretyship, EDC will guarantee payment to the Institution of the guaranteed/suretyship amount which the "Obligor" fails to pay pursuant to the terms of its agreement with the Institution (the "Transaction Agreement") as referenced in the EDC Guarantee/Suretyship.

The Obligor hereby declares to EDC and to the Institution that the financing support provided under the Transaction Agreement will be used to finance certain federal and provincial research and development (R&D) tax credits, including without limitation, scientific research and experimental development ("SR&ED"), Interactive Digital Media ("IDM") and such other tax incentive programs as EDC may approve from time to time.

The Obligor, hereby represents and warrants as follows:

1. This Certificate is delivered by me in my capacity as an officer of the Obligor and not in my personal capacity. I am knowledgeable of the business and affairs of the Obligor and of all matters herein certified and have made all inquiries as I have reasonably deemed necessary or advisable in order to permit me to provide this Certificate.
2. The Obligor is currently a Canadian-controlled private corporation ("CCPC") and has no plans to change such status during the term of the Transaction Agreement.
3. The Obligor has successfully claimed and collected R&D tax credit proceeds previously.
4. To the best of my knowledge, there are no existing priority claims which could offset the R&D tax credit claims and proceeds relevant to the Transaction Agreement. The Obligor is and has a practice of remaining current on all amounts due and owing to the federal and provincial Crowns.
5. The Obligor has not assigned the R&D tax credit claims and proceeds relevant to the Arrangement to anyone other than the Institution.
6. The Obligor is not insolvent.

The parties to this Certificate have expressly requested that it be drawn up in English. Les parties ont expressément demandé que ce certificat soit rédigé en anglais.

IN WITNESS WHEREOF, I have signed the present Research and Development Certificate

Obligor (Borrower) Name: _____

Signature: _____

I have the authority to bind the Obligor (Borrower)

Name (Print): _____

Date (DD/MM/YYYY): _____