

REIMBURSEMENT AGREEMENT

THIS AGREEMENT dated as of August 12, 2009.

BETWEEN:

GANDI INNOVATIONS LIMITED, GANDI INNOVATIONS
HOLDINGS LLC and GANDI INNOVATIONS LLC

("Gandi")

- and -

STATE BANK OF INDIA (CANADA)

("SBI")

WHEREAS:

- A. By Order of the Ontario Superior Court of Justice (the "Court") dated May 8, 2009 (the "Initial Order"), Gandi obtained creditor protection pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36 ("CCAA") and BDO Dunwoody Limited ("BDO") was appointed as monitor (the "Monitor").
- B. By Order of the Court dated August 10, 2009, Gandi was authorized, *inter alia*, to make an interim distribution to SBI in the amount of \$4.0 million (the "SBI Distribution") from surplus cash on hand.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Subject to the terms hereof, SBI hereby irrevocably and unconditionally undertakes to repay all or a portion of the SBI Distribution if it is determined by a Final Order (as defined below) that the SBI Distribution or any portion thereof should not have been paid to SBI. For the purpose of this agreement, a "Final Order" shall mean a Court order from which all rights of appeal shall have been determined or expired.
- 2. The aggregate liability of SBI to reimburse Gandi under this agreement shall be limited to the aggregate amount of the SBI Distribution.
- 3. Without prejudice to its payment obligations pursuant to sections 1 and 2 herein, SBI shall have the full benefit and use of the SBI Distribution and shall have no obligation to hold it in trust or keep it separate and apart from its general assets.
- 4. From the date of the payment of the SBI Distribution by Gandi to SBI, until the date of any possible reimbursement of the SBI Distribution by SBI to Gandi, SBI will treat the

amount of the SBI Distribution as a payment on account of the indebtedness of Gandhi to SBI, which payment shall be reversed and the liability of Gandhi increased by the amount of such reimbursement by SBI pursuant to section 1 herein.

5. This agreement is for a term that expires on the date on which the Court has made a "Final Order" (in accordance with section 1 hereof) that the payment of the SBI Distribution to SBI is no longer subject to this agreement and that the SBI Distribution should be paid, and have been paid to SBI. Gandhi agrees to seek such a final determination on or before December 31, 2009, or such other date as Gandhi, SBI and the Monitor agree in writing or the Court may order.
6. All notices provided and other communications pursuant to this agreement shall be in writing and either delivered by hand or transmitted by telephone facsimile which produces a written record ("fax") as follows, and any notice or other communication shall be deemed conclusively to have been given and received, if delivered or transmitted by fax, on the day in which it was delivered or transmitted:

(a) in the case of Gandhi:

c/o STIKEMAN ELLIOTT LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attention: Dan Murdoch
Fax: (416) 947-0866

with a copy to each of:

BDO DUNWOODY LIMITED
Financial Recovery Services
123 Front Street West
Suite 1200
Toronto, ON M5J 2M2

Attention: Blair Davidson
Fax: (416) 865-0904

CHAITONS LLP
185 Sheppard Avenue West
Toronto, ON M2N 1M9

Attention: Harvey Chaiton
Fax: (416) 218-1849

(b) in the case of SBI:

STATE BANK OF INDIA (CANADA)

P.O. Box 81
Suite 1600, 200 Bay Street
Royal Bank Plaza, North Tower
Toronto, ON M5J 2J2

Attention: Jaibir Singh Duhan
Fax: (416) 865-0735

with a copy to:

BORDEN LADNER GERVAIS LLP

Scotia Plaza
40 King Street West
Toronto, ON M5H 3Y4

Attention: Roger Jaipargas
Fax: (416) 361-7067

7. This agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
8. This agreement may be executed by the parties in counterparts and may be executed and delivered by fax and all such counterparts and faxes shall together constitute one and the same instrument.
9. This agreement is binding on and enures to the benefit of Gandhi and SBI and their respective successors and assigns, including any interim receiver, receiver, receiver and manager or trustee in bankruptcy of Gandhi.

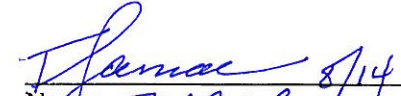
GANDI INNOVATIONS LIMITED

By:

 8/14
Name: T. GARMOE
Title:

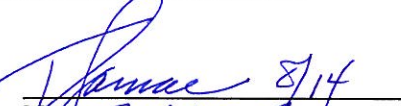
I have authority to bind the corporation.

GANDI INNOVATIONS HOLDINGS LLC

By: 
Name: T. GARNEAU
Title:

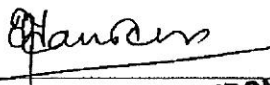
I have authority to bind the corporation

GANDI INNOVATIONS LLC

By: 
Name: T. GARNEAU
Title:

I have authority to bind the corporation

STATE BANK OF INDIA (CANADA)

By: 
Name: **AJAY TANDON**
Title: **SVP & BRANCH HEAD**

I have authority to bind the Bank.