STAND-BY PURCHASE AGREEMENT

THIS AGREEMENT is made as of August 4, 2009,

BETWEEN

LAB RESEARCH INC., a corporation existing under the laws of Canada ("**LAB**");

- and -

FONDS DE SOLIDARITÉ DES TRAVAILLEURS DU QUÉBEC (F.T.Q.), a company existing under the *Act to establish the Fonds de solidarité des travailleurs du Québec (F.T.Q.)* (the "**Stand-by Purchaser**").

WHEREAS LAB proposes to offer rights to the holders of record of its common shares pursuant to a short form prospectus, such rights being exercisable for common shares of LAB;

WHEREAS the Stand-by Purchaser has agreed to exercise rights and to purchase common shares of LAB offered under the rights offering that are not otherwise purchased thereunder by the other shareholders, up to certain limits, the whole on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

ARTICLE 1
INTERPRETATION

1.1 **Definitions.** In this Agreement, unless something in the subject matter is inconsistent therewith:

"**Additional Subscription Privilege**" means the entitlement of a holder of Rights, who has exercised in full the Basic Subscription Right attaching to its Rights, to subscribe pursuant to the Rights Offering for additional Common Shares (if such are available), as such entitlement is further detailed in the Prospectus.

"**Agreement**" means this Stand-by Purchase Agreement and all schedules attached to this Agreement; "**herein**", "**hereof**", "**hereto**" and "**hereunder**" and similar expressions mean and refer to this Agreement and not to any particular Article, Section or other subdivision; "**Article**", "**Section**" or other subdivision of this Agreement followed by a number mean and refer to the specified Article, Section or other subdivision of this Agreement.

"**Bank**" means the National Bank of Canada.

“**Basic Subscription Right**” means the entitlement of a holder of Rights to subscribe pursuant to the Rights Offering for 2.1 Common Shares, at a price equal to the Subscription Price for each Right held, as such entitlement is further detailed in the Prospectus.

“**Business Day**” means any day, other than a Saturday or a Sunday, upon which banks are open for business in the City of Montreal, Québec.

“**Change of Control**” means the acquisition of voting control or direction over, directly or indirectly, more than $66^{2/3}$% of the aggregate voting rights attached to the Common Shares then outstanding.

“**Closing Date**” means two Business Days following the Expiry Date, or such other date as may be agreed by LAB and the Stand-by Purchaser, which in no event will be later than October 15, 2009.

“**Closing Time**” has the meaning set forth in Section 8.1.

“**Common Shares**” means the common shares in the capital of LAB.

“**Expiry Date**” means the date on which the Rights will expire and become null and void as set out in the Final Prospectus, such date being expected to be on or about the twenty-first day following the date on which the Final Prospectus is mailed to the Shareholders.

“**Expiry Time**” means 5:00 p.m. (Montreal time) on the Expiry Date.

“**Final Prospectus**” means the final short form prospectus of LAB in the English and French languages, to be filed by LAB with the Securities Commissions in connection with the Rights Offering, as amended by any Prospectus Amendment to the Final Prospectus.

“**Governmental Entity**” means any (i) multinational, federal, provincial, territorial, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

“**Indemnified Parties**” has the meaning set forth in Section 10.1.

“**LAB**” has the meaning given to such term on the cover page of this Agreement.

“**Laws**” means any and all applicable laws including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, instruments, policies, guidelines, staff notices, and general principles of common law and equity, binding on or affecting the Person referred to in the context in which the word is used.

“**Loan**” has the meaning set forth in Section 3.1.

“**Loan Agreement**” has the meaning set forth in Section 3.2.

“**Material Adverse Change**” means any change, development, event or occurrence with respect to the business, condition (financial or otherwise), properties, assets, liabilities (contingent or otherwise), capital, cash flow, operations, or results of operations of LAB and its subsidiaries, on a consolidated basis, that is material and adverse to LAB and its subsidiaries, on a consolidated basis.

“**material change**” means a “material change” as defined in *Regulation 51-102 respecting Continuous Disclosure Obligations* of the Autorité des marchés financiers (Québec).

“**Misrepresentation**” means (a) a “misrepresentation” as defined in Section 5 of the Securities Act or (b) as to any document, any untrue statement of a material fact or omission to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

“**Person**” means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, trust, estate, custodian, trustee, executor, administrator, nominee or other entity or organization, including (without limitation) a Governmental Entity or political subdivision or an agency or instrumentality thereof.

“**Preferred Shares**” means the preferred shares in the capital of LAB, issuable in series.

“**Preliminary Prospectus**” means the preliminary short form prospectus of LAB in the English and French languages, expected to be filed on or about August 4, 2009 with the Securities Commissions in connection with the Rights Offering, as amended by any Prospectus Amendment to the Preliminary Prospectus, an English language draft copy of which has been provided to the Stand-by Purchaser by LAB.

“**Prospectus**” means, collectively, the Preliminary Prospectus, the Final Prospectus, and any Prospectus Amendment.

“**Prospectus Amendment**” means any amendment to the Preliminary Prospectus or the Final Prospectus.

“**Public Documents**” means, collectively, the Prospectus and all documents incorporated by reference therein.

“**Qualifying Jurisdictions**” means all of the provinces of Canada.

“**Record Date**” means the record date for the purpose of the Rights Offering that will be established by LAB in the Final Prospectus.

“**Regulation 45-106**” means *Regulation 45-106 respecting Prospectus and Registration Exemptions* of the Autorité des marchés financiers, as amended.

“**Rights**” means the transferable rights that will be listed for trading on the TSX, to subscribe for Common Shares offered by LAB under the Rights Offering, pursuant to the Basic Subscription Right and the Additional Subscription Privilege, at the Subscription Price.

“**Rights Offering**” means the offering by LAB of Rights to the Shareholders for a total amount of approximately $15,000,000 (including, for greater certainty and without limitation, any Rights held by the subscription agent on behalf of “Shareholders in Non-Participating Jurisdictions” as defined in the Prospectus) to purchase Common Shares at the Subscription Price, undertaken in accordance with Article 2.

“**Secured Debt**” means the principal of, the premium (if any) and interest on: (i) indebtedness for money borrowed by LAB or any of its subsidiaries or for money borrowed by others for the payment of which LAB or any of its subsidiaries is liable, and in respect of which LAB or any of its subsidiaries has granted a Security on its assets for the repayment thereof; and (ii) renewals, extensions and refundings of any such indebtedness.

“**Securities**” means, collectively, the Rights, the Common Shares issuable upon exercise of the Rights and the Stand-by Shares.

“**Securities Act**” means the *Securities Act* (Québec), as amended.

“**Securities Commissions**” means, collectively, the securities commissions or similar securities regulatory authorities of the Qualifying Jurisdictions.

“**Securities Laws**” means all applicable securities Laws of each of the Qualifying Jurisdictions and all the applicable rules of the TSX.

“**Security**” means any mortgage, pledge, hypothec, lien, security interest, charge or other encumbrance of any kind.

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval (SEDAR) as further described within *Regulation 13-101 respecting the System for Electronic Document Analysis and Retrieval (SEDAR)* of the Autorité des marchés financiers (Québec).

“**Shareholders**” means the holders of the issued and outstanding Common Shares on the Record Date.

“**Stand-by Commitment**” has the meaning set forth in Section 2.2(c).

“**Stand-by Purchaser**” has the meaning given to such term on the cover page of this Agreement.

"**Stand-by Purchaser Rights Offering Shares**" means the Common Shares to be issued to the Stand-by Purchaser pursuant to the exercise of its Basic Subscription Right in full and the exercise of its Additional Subscription Privilege.

"**Stand-by Purchaser Shares**" means the 3,250,957 Common Shares on, or over which the Stand-by Purchaser holds or exercises direction or control as of the date of this Agreement.

"**Stand-by Shares**" means the Common Shares to be issued to the Stand-by Purchaser pursuant to Section 2.2(c).

"**Subscription Agent**" means Computershare Investor Services Inc.

"**Subscription Price**" means the exercise price of $0.41 per Common Share.

"**TSX**" means the Toronto Stock Exchange.

"**Unsubscribed Shares**" has the meaning set forth in Section 3.1.

1.2 **Preamble.** The preamble hereof and the schedules hereto form an integral part of this Agreement as though herein recited at length.

1.3 **Schedules.** The following are the schedules attached to this Agreement:

Schedule 3.2	Principal Terms and Conditions of the Loan Agreement
Schedule 8.2(c)	FSTQ Agreement

1.4 **Headings, etc.** The division of this Agreement into articles, sections, paragraphs and clauses and the provision of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

1.5 **Plurality and Gender.** Words importing the singular number only will include the plural and *vice versa*, words importing any gender will include all genders and the words importing Persons will include individuals, partnerships, trusts, corporations, governments and governmental authorities.

1.6 **Currency.** Unless otherwise specifically stated, all references to dollars and cents in this Agreement are to the lawful currency of Canada.

1.7 **Governing Law.** This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. Each party hereby unconditionally and irrevocably submits to the nonexclusive jurisdiction of the courts of the Province of Québec, district of Montreal, in respect of all matters arising out of this Agreement.

1.8 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect. The parties hereto agree to negotiate in good faith a substitute provision which will be as close as possible to the intention of any invalid or unenforceable provision as may be valid or enforceable. The invalidity or unenforceability of any provision in any particular jurisdiction will not affect its validity or enforceability in any other jurisdiction where it is valid or enforceable.

1.9 **Statutes.** Any reference to a statute, act or law will include and will be deemed to be a reference to such statute, act or law and to the regulations, instruments and policies made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute, act or law that may be passed which has the effect of supplementing or superseding such statute, act or law so referred to.

ARTICLE 2
STAND-BY COMMITMENT

2.1 **Conduct of Rights Offering.** Subject to and in accordance with the terms hereof, LAB agrees to offer, in accordance with Securities Laws and pursuant to the Prospectus, the Rights and the Common Shares issuable upon the exercise of the Rights to the Shareholders (i) with an address in the Qualifying Jurisdictions or (ii) with an address in any other jurisdiction that LAB has satisfied itself is entitled to receive the Rights and the Common Shares issuable upon the exercise of the Rights under the Rights Offering in accordance with the laws of such jurisdiction and without obliging LAB to register the Rights ant the Common Shares issuable upon the exercise of the Rights or file a prospectus or other disclosure document or to make any other filings or become subject to any reporting or disclosure obligations that it is not already obligated to make.

2.2 **Stand-by Commitment.** Subject to and in accordance with the terms hereof, the Stand-by Purchaser hereby agrees to subscribe for all the Stand-by Purchaser Rights Offering Shares and the Stand-by Shares at the Subscription Price, as follows:

(a) *Exercise of Basic Subscription Right*: the Stand-by Purchaser will exercise its Basic Subscription Right in full and subscribe for all the Stand-by Purchaser Rights Offering Shares to which it is entitled to subscribe under its Basic Subscription Right, not less than two Business Days prior to the Expiry Date;

(b) *Exercise of Additional Subscription Privilege*: the Stand-by Purchaser will exercise its Additional Subscription Privilege and irrevocably offer to subscribe for 4,178,500 Stand-by Purchaser Rights Offering Shares under its Additional Subscription Privilege, not less than two Business Days prior to the Expiry Date; and

(c) *Subscription to Stand-by Shares*: on the Closing Date, the Stand-by Purchaser will purchase from LAB, and LAB will sell to the Stand-by

Purchaser, at the Subscription Price, all of the Common Shares that were not otherwise taken up under the Basic Subscription Right and the Additional Subscription Privilege by the Shareholders; provided however that, notwithstanding anything to the contrary contained in this Agreement, the Stand-by Purchaser's commitment to purchase Stand-by Shares hereunder shall not exceed the lesser of (x) a number of Common Shares which, together with the Stand-by Purchaser Rights Offering Shares, would result in an aggregate Subscription Price for the Stand-by Purchaser under this Agreement being equal to $7,500,000 and (y) a number of Common Shares which, together with the Stand-by Purchaser Rights Offering Shares and the Stand-by Purchaser Shares, would result in the Stand-by Purchaser holding 49.0% of the issued and outstanding Common Shares on the Closing Date. The number of Stand-by Shares to be purchased by the Stand-by Purchaser will be determined by LAB, in accordance with the provisions hereof. Such determination by LAB shall be final and binding on the parties hereto and LAB shall advise the Stand-by Purchaser, in writing, on the Business Day immediately preceding the Closing Date. (Such commitment to purchase the Stand-by Shares, as determined by LAB, and the commitment by the Stand-by Purchaser to exercise its Basic Subscription Right in full and its Additional Subscription Privilege in accordance with Section 7.1(i), is collectively referred to as the "**Stand-by Commitment**").

2.3 **Timing of Rights Offering.** Subject to and in accordance with the terms hereof, LAB agrees that it will file with the Securities Commissions (i) the Preliminary Prospectus on or about August 4, 2009; and (ii) the Final Prospectus on or before the day which is two Business Days following the date on which all necessary approvals and consents are received from the Securities Commissions and the TSX that are necessary or advisable, in LAB's opinion, acting reasonably, to proceed with the filing of the Final Prospectus and completion of the Rights Offering. LAB will use commercially reasonable efforts to obtain a receipt (or analogous decision document) from the Autorité des marchés financiers (Québec), on behalf of the Securities Commissions, as soon as possible following the filing of each of the Preliminary Prospectus and Final Prospectus with the Securities Commissions.

2.4 **Payment for Stand-by Purchaser Rights Offering Shares.** Subject to and in accordance with the terms hereof, the Stand-by Purchaser will pay, before the Expiry Time and as required under the terms of the Rights Offering, the aggregate Subscription Price that is payable for the Stand-by Purchaser Rights Offering Shares to be purchased by it in accordance with Section 2.2.

2.5 **Payment for Stand-by Shares.** Subject to and in accordance with the terms hereof, on the Closing Date, the Stand-by Purchaser will pay, in immediately available funds by wire transfer to an account designated by LAB, or by certified cheque payable to LAB, the aggregate Subscription Price that is payable for the Stand-by Shares to be purchased by it in accordance with Section 2.2 and LAB will issue the Stand-by Shares to the Stand-by Purchaser.

2.6 **Restrictions on Sale Outside the Qualifying Jurisdictions.** Except as contemplated by this Agreement, the Stand-by Purchaser agrees not to sell or distribute, directly or indirectly, its Stand-by Purchaser Rights Offering Shares and Stand-by Shares in such a manner as to (i) require registration by LAB of the Stand-by Purchaser Rights Offering Shares and the Stand-by Shares or the filing by LAB of a prospectus or any similar document in any jurisdiction other than the Qualifying Jurisdictions, or (ii) result in LAB becoming subject to reporting or disclosure obligations to which it is not subject as at the date of this Agreement, or by virtue of this transaction will be obligated to make, under the laws of any jurisdiction other than the Qualifying Jurisdictions, in each case that is material to LAB, and to sell the Stand-by Purchaser Rights Offering Shares or the Stand-by Shares in accordance with all applicable Securities Laws.

ARTICLE 3
LOAN

3.1 **Loan.** If (i) the aggregate Subscription Price of all Stand-by Purchaser Rights Offering Shares and Stand-by Shares is less than $7,500,000, and (ii) the number of Stand-by Shares calculated pursuant to Section 2.2(c) without taking into account the limitation set out in Section 2.2(c)(y) is greater than the number of Stand-by Shares calculated pursuant to Section 2.2(c) taking into account the limitation set out in Section 2.2(c)(y) (the "**Unsubscribed Shares**"), then the Stand-by Purchaser shall lend to LAB an amount equal to the result obtained by multiplying the number of Unsubscribed Shares by the Subscription Price (the "**Loan**"). For greater certainty, it is understood that the maximum aggregate contribution of the Stand-by Purchaser under this Agreement for the Stand-by Commitment and the Loan shall not exceed $7,500,000.

3.2 **Terms and Conditions of Loan Agreement.** LAB and the Stand-by Purchaser shall enter into an agreement with respect to the Loan (the "**Loan Agreement**") containing the terms and conditions set out in Schedule 3.2 of this Agreement. The Loan Agreement will also include any such other terms and conditions to be mutually agreed upon by LAB and the Stand-by Purchaser, acting reasonably.

ARTICLE 4
COVENANTS OF LAB

4.1 Subject to and in accordance with the terms hereof, LAB undertakes and agrees with and in favour of the Stand-by Purchaser that:

(a) **Preliminary Prospectus.** LAB will prepare and, on or about August 4, 2009, it will file with the Securities Commissions, the Preliminary Prospectus relating to the Rights Offering.

(b) **Final Prospectus and Qualification.** As provided in Section 2.3, LAB will file with the Securities Commissions, the Final Prospectus relating to the Rights Offering, and will take all other commercially reasonable steps and proceedings that may be necessary in order to qualify the distribution of the Securities in each of the Qualifying Jurisdictions in which the Final Prospectus has been filed.

(c) **Supplementary Material.** If required by Securities Laws, LAB will prepare any Prospectus Amendment or any documentation supplemental thereto or any amending or supplemental documentation or any similar document required to be filed by it under the Securities Laws. LAB will also promptly, and in any event within any applicable time limitation, comply with all applicable filing and other requirements under the Securities Laws as a result of any Material Adverse Change.

(d) **Consents and Approvals.** LAB will use its commercially reasonable efforts to obtain all necessary consents, approvals or exemptions for the creation, offering and issuance of the Securities in all Qualifying Jurisdictions as contemplated herein and in the Prospectus and the entering into and performance by it of this Agreement (including, for greater certainty and without limitation, the issuance of the Rights and the Common Shares issuable upon the exercise of such Rights, as well as the issuance to the Stand-by Purchaser of the Stand-by Shares).

(e) **TSX Listing.** LAB will take all action as may be required and appropriate so that the Rights, the Common Shares issuable upon exercise of the Rights and the Stand-by Shares have been conditionally approved for listing on the TSX, subject to receipt of customary final documentation.

(f) **Securities Laws.** LAB will take all action as may be necessary and appropriate so that the Rights Offering and the transactions contemplated in this Agreement will be effected in accordance with Securities Laws.

(g) **Obtaining of Report.** LAB will cause the Subscription Agent to deliver to the Stand-by Purchaser, as soon as is practicable following the Expiry Time, details concerning the total number of Common Shares duly subscribed and paid for by holders of Rights under the Rights Offering, including (without limitation) those Common Shares subscribed and paid for pursuant to the Additional Subscription Privilege.

(h) **Mailing of Materials.** LAB will use commercially reasonable efforts to effect and complete the mailing of commercial copies of the Final Prospectus to each of the registered Shareholders in the Qualifying Jurisdictions as soon as practicable following the Record Date and to the beneficial Shareholders in the Qualifying Jurisdictions in the manner contemplated by *Regulation 54-101 respecting Communication with Beneficial Owners of Securities of a Reporting Issuer* of the Autorité des marchés financiers (Québec), as if it was soliciting proxies in connection with a meeting of Shareholders, as soon as possible following the Record Date.

(i) **Use of Proceeds.** The net proceeds (net of all rights agency, legal, accounting and other fees and expenses related to the Rights Offering) received by LAB in connection with the Rights Offering and the sale and issuance by LAB of the Stand-by Shares to the Stand-by Purchaser will be used as described under the heading "Use of Proceeds" in the Prospectus and for no other purpose, unless management of LAB decides to reallocate the net proceeds for sound business reasons, as stated in the Prospectus.

ARTICLE 5
CHANGES

5.1 **Material Change During Distribution.**

(a) During the period from the date of this Agreement to the Closing Date, LAB will promptly notify the Stand-by Purchaser in writing of any material change in the business, affairs, operations, assets, liabilities or capital of LAB and its subsidiaries taken as a whole.

(b) During the period from the date hereof to the Closing Date, LAB will promptly notify the Stand-by Purchaser in writing of:

(i) any material fact that has arisen or been discovered and that would be required to be disclosed in the Prospectus if filed on such date; and

(ii) any change in any material fact contained in the Prospectus, including (without limitation) all documents incorporated by reference, which fact or change is, or may be, of such a nature as to result in a Misrepresentation in the Prospectus or that would result in the Prospectus not complying with applicable Securities Laws.

(c) LAB will promptly, and in any event within any applicable time limitation, comply with all applicable filings and other requirements under the Securities Laws as a result of such fact or change.

5.2 **Change in Closing Date.** If a material change occurs after the date of filing of the Final Prospectus with the Securities Commissions and prior to the Closing Date, then, subject to Article 9, the Closing Date will be, unless LAB and the Stand-by Purchaser otherwise agree in writing, the earlier of the previously scheduled Closing Date and any Business Day following the date, if such date is after the Closing Date, on which all applicable filings or other requirements of the Securities Laws with respect to such material change have been complied with in all Qualifying Jurisdictions, including (without limitation) a Prospectus Amendment, and any receipt (or analogous decision document) from the Autorité des marchés financiers (Québec), on behalf of the Securities Commissions, obtained for such filings and notice of such filings from LAB or LAB's counsel have been received by the Stand-by Purchaser, provided however, that in no event will the Closing Date be later than October 15, 2009.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF LAB

6.1 **Representations and Warranties.** LAB represents and warrants to the Stand-by Purchaser that:

(a) LAB has been duly incorporated and organized and is validly existing and in good standing under the Laws of Canada and has all requisite corporate power to conduct its business as currently conducted and is duly qualified to transact business and is in good standing in each jurisdiction in which the material conduct of its business or its ownership or leasing of material property requires such qualification.

(b) The authorized capital of LAB consists of an unlimited number of Common Shares and an unlimited number of Preferred Shares, of which there were, as of August 4, 2009, 18,089,360 Common Shares and no Preferred Shares issued and outstanding. Except for the Stand-by Purchaser as contemplated by this Agreement, no Person has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase from LAB, of any Common Shares or other securities of LAB other than (i) employee stock options granted pursuant to LAB's Stock Option Plan, (ii) 500,000 Common Shares purchase warrants issued on March 10, 2009 to Akela Pharma Inc., and (iii) 897,290 Common Share purchase warrants to be issued to Investissement Québec, of which 299,097 Common Share purchase warrants have been issued on May 15, 2009 and 598,193 Common Shares purchase warrants have been issued on August 3, 2009.

(c) When issued and delivered to the respective purchaser and paid for by the respective purchaser in accordance with the terms and conditions of the Rights Offering and/or the terms and conditions of this Agreement, the Securities will be validly issued, fully paid and non-assessable and will be free and clear of all liens, pledges, claims, encumbrances, security interests and other restrictions, except for any restrictions on resale or transfer imposed by applicable Securities Laws. The issuance of the Securities will not be subject to any pre-emptive or similar rights (it being acknowledged by the Stand-by Purchaser that the number of Stand-by Shares that it may be entitled to receive pursuant to this Agreement will depend on the limitation set out in Section 2.2(c)(y) and the number of Common Shares issued to those Shareholders who have exercised Rights pursuant to Basic Subscription Right and the Additional Subscription Privilege prior to the Expiry Time).

(d) The execution, delivery and performance by LAB of this Agreement:

(i) have been duly authorized by all necessary corporate action on its part;

(ii) do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) violate its articles of incorporation or by-laws or result in a breach of, a violation of, or constitute a default under, or conflict with, any provision of any material indenture, mortgage, agreement, contract or other material instrument to which LAB or any of its subsidiaries is a party or by which LAB or any of its subsidiaries or any of their respective properties or assets is bound, other than such material indenture, mortgage, agreement, contract or other material instrument to which LAB or any of its subsidiaries has obtained a waiver or release thereof from such breach, violation or default; and

(iii) will not result in the violation of any applicable Law;

excluding such breaches, violations or conflicts that would not, individually or in the aggregate, result in a Material Adverse Change or have a material adverse effect on the Rights Offering or on the other transactions contemplated hereunder.

(e) This Agreement has been duly executed and delivered by LAB and constitutes a legal, valid and binding obligation of LAB, enforceable against it in accordance with its terms, subject only to (i) any limitation under applicable Laws relating to bankruptcy, insolvency, arrangements or other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(f) LAB is a reporting issuer (or equivalent where applicable) in good standing in all of the Qualifying Jurisdictions and is in compliance in all material respects with all continuous and timely disclosure obligations under applicable Securities Laws, and, without limiting the generality of the foregoing, there has not occurred any Material Adverse Change since March 31, 2009 that has not been publicly disclosed, and except to the extent that information contained in a document is superseded by a document filed subsequently pursuant to Securities Laws, none of the documents filed by or on behalf of LAB pursuant to Securities Laws since March 31, 2009 contain a Misrepresentation at the date thereof.

(g) Each of the consolidated financial statements of LAB contained in the Public Documents (i) has been prepared in accordance with Canadian generally accepted accounting principles applied on a consistent basis with those of the comparable prior period (except as may be indicated in the notes thereto or, in the case of unaudited interim financial statements, as may be permitted by applicable Securities Laws) and (ii) fairly presents in all material respects, the consolidated balance sheets of LAB and its subsidiaries as at the respective dates thereof and the consolidated statements of earnings, comprehensive earnings, changes in shareholders' equity, and cash flows for the periods indicated, except that the unaudited interim financial statements may omit notes which are not required in unaudited financial statements. As of the time they were filed, or as subsequently amended or superseded, as the case may be, by a filing prior to the date of this Agreement, none of the documents publicly filed by or on behalf of LAB under LAB's profile on SEDAR, including without limitation the Public Documents, contained any Misrepresentation.

(h) No consent, approval, order or authorization of, or declaration with any Governmental Entity or any third party is required by or with respect to LAB in connection with the execution and delivery of this Agreement or the consummation of the transactions by LAB contemplated hereby, other than the consents, approvals, or authorizations that (i) have been obtained or may be required by the Securities Laws of any Qualifying Jurisdictions and the TSX or (ii) those which have not been obtained and where the failure to do so obtained would not individually or in the aggregate result in a Material Adverse Change.

(i) At the time of its filing and as at the Closing Date, the Prospectus did and will comply with the requirements of any applicable Securities Laws; and at the time of its filing and as at the Closing Date, the information and statements contained therein are true and correct in all material respects, contain no Misrepresentation and constitute full, true and plain disclosure of all material facts (as such term is construed under the Securities Act) and do not omit any material facts relating to LAB and its subsidiaries taken as a whole and as concerns the Rights Offering and the transactions contemplated herein and did not or will not contain any Misrepresentation.

(j) At the Closing Date, the distribution of the Securities by LAB, will comply with applicable Securities Laws.

(k) LAB is not in violation in any material respect of any of the rules and policies of the TSX, including the applicable listing requirements of the TSX, and its Common Shares are currently listed thereon.

6.2 **Survival.** All representations and warranties of LAB contained herein or contained in any document delivered pursuant to this Agreement or in connection with the Rights Offering herein contemplated, will survive the completion of the purchase of Stand-by Purchaser Rights Offering Shares and the Stand-by Shares by the Stand-by Purchaser and will continue in full force and effect for a period of two years notwithstanding any investigation, inquiry or other steps which may be taken by or on behalf of the Stand-by Purchaser.

ARTICLE 7
REPRESENTATIONS, WARRANTIES AND COVENANTS OF STAND-BY PURCHASER

7.1 **Representations, Warranties and Covenants.** The Stand-by Purchaser represents, warrants and covenants to LAB that:

(a) It is a company organized and existing under the *Act to establish the Fonds de solidarité des travailleurs du Québec (F.T.Q.)* and that it has the power to enter into and perform its obligations under this Agreement.

(b) The execution, delivery and performance by the Stand-by Purchaser of this Agreement:

(i) has been duly authorized by all necessary action on its part;

(ii) does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) violate its constating documents or result in a breach of, a violation of, or constitute a default under, or conflict with, any provision of any material indenture, mortgage, agreement, contract or other material instrument to which the Stand-by Purchaser or any of its subsidiaries, if any, is a party or by which the Stand-by Purchaser or any of its subsidiaries, if any, or any of their respective properties or assets is bound; and

(iii) will not result in the violation of any applicable Law.

excluding such breaches, violations or conflicts that would not, individually or in the aggregate, have a material adverse effect on the Rights Offering or on the other transactions contemplated hereunder.

(c) This Agreement has been duly executed and delivered by the Stand-by Purchaser and constitutes a legal, valid and binding obligation of the Stand-by Purchaser, enforceable against it in accordance with its terms, subject only to (i) any limitation under applicable Laws relating to bankruptcy, insolvency, arrangement or other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(d) No consent, approval, order or authorization of, or declaration with, any Governmental Entity is required by or with respect to the Stand-by Purchaser in connection with the execution and delivery of this Agreement or the consummation of the transactions by the Stand-by Purchaser contemplated hereby, other than consents, approvals, or authorizations that may be required by any Securities Commissions.

(e) It has, and on the Closing Date will have (regardless of the number of Rights that are exercised by the holders of Rights prior to the Expiry Time), the financial ability to carry-out the Stand-by Commitment and to provide the Loan, if applicable, and such financial ability is not and will not be subject to the consent, approval or authorization of any other Person(s). The Stand-by Purchaser acknowledges and covenants that it will in connection with Section 6.1 of *Regulation 45-101 respecting Rights Offerings* of the Autorité des marchés financiers (Québec) deliver to LAB and the Securities Commissions a letter certifying such financial ability at or prior to the time of filing of the Preliminary Prospectus with the Securities Commissions.

(f) It is (i) acquiring the Stand-by Purchaser Rights Offering Shares and the Stand-by Shares as principal, (ii) an "accredited investor", as defined under Regulation 45-106, (iii) not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in section 1.1 of Regulation 45-106, and (iv) is acquiring the Stand-by Purchaser Rights Offering Shares and the Stand-by Shares for investment purposes only and not with a view to, and has not offered or sold any Stand-by Purchaser Rights Offering Shares and the Stand-by Shares in connection with, the sale or distribution thereof.

(g) It holds or exercises direction or control over, directly and indirectly, 3,250,957 Common Shares and does not have any other interests in any other Common Shares or securities of LAB.

(h) From the date of this Agreement until the Closing Date, it will not acquire any Common Shares, other than the Stand-by Purchaser Rights Offering Shares and the Stand-by Shares, as contemplated herein.

(i) Provided LAB has complied with the provisions of this Agreement required to be complied with on or prior to the Expiry Date, it will exercise (i) its Basic Subscription Right in full, and (ii) its Additional Subscription Privilege in the manner set forth in Section 2.2.

(j) Provided LAB has complied with the provisions of this Agreement required to be complied with on or prior to the Closing Date and the conditions set forth in Section 2.2 are fulfilled, it will purchase the Stand-by Shares.

(k) Provided LAB has complied with the provisions of this Agreement required to be complied with on or prior to the Closing Date and if necessary as provided under Section 3.1, it will enter into the Loan Agreement for the amount specified thereunder.

(l) Subject to the provisions of this Agreement, it has had access to such information concerning LAB as it has considered necessary to enter into this Agreement and to undertake its obligations hereunder.

(m) It has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in its Stand-by Purchaser Rights Offering Shares and the Stand-by Shares that it is obliged to purchase pursuant to Section 2.2 (subject to the provisions hereof), and is able to bear the economic risks of such investment.

(n) If required under applicable Laws or Securities Laws, it will execute, deliver and file and otherwise assist LAB in filing such required reports and such other required documents with respect to the issue of the Rights, the Stand-by Purchaser Rights Offering Shares and the Stand-by Shares, provided that LAB acknowledges and agrees that it has not engaged the Stand-by Purchaser to act as underwriter (as defined under applicable Securities Laws) and the Stand-by Purchaser will not be required to sign a certificate in the Prospectus in that capacity or any other capacity.

7.2 **Survival.** All representations and warranties of the Stand-by Purchaser contained herein or contained in any document delivered pursuant to this Agreement or in connection with the Rights Offering herein contemplated, will survive the completion of the purchase of the Stand-by Purchaser Rights Offering Shares and the Stand-by Shares by the Stand-by Purchaser and will continue in full force and effect for a period of two years notwithstanding any investigation, inquiry or other steps which may be taken by or on behalf of LAB.

ARTICLE 8
CLOSING AND CONDITIONS

8.1 The closing of the Rights Offering, including the purchase by the Stand-by Purchaser and sale by LAB of the Stand-by Shares hereunder will be completed at the Montreal offices of Fasken Martineau DuMoulin LLP at 8:30 a.m. (Montreal time) (the "**Closing Time**") on the Closing Date or at such other time and/or on such other date (including such date specified in accordance with Section 5.2) and/or at such other place as LAB and the Stand-by Purchaser may agree upon in writing. On such date, (i) LAB will instruct the Subscription Agent to proceed with the delivery of all Common Shares properly subscribed for under the Rights Offering, including, subject to payment having been made in accordance with Section 2.4, the Stand-by Purchaser Rights Offering Shares, (ii) LAB will deliver, upon payment being duly made by the Stand-by Purchaser in accordance with Section 2.5, a definitive certificate representing the number of Common Shares that is equal to the number of Stand-by Shares to be purchased by the

Stand-by Purchaser hereunder, which certificate shall be registered in the name of the Stand-by Purchaser and (iii) if applicable in accordance with Article 3, the Stand-by Purchaser shall proceed with the disbursement of the Loan in immediately available funds by wire transfer to an account designated by LAB or by certified cheque payable to LAB.

8.2 The obligation of the Stand-by Purchaser to complete the closing of the transactions set out in this Agreement, including (without limitation), to execute its Stand-by Commitment, is subject to the following conditions being satisfied in full:

(a) LAB will have proceeded with the Rights Offering as provided under Section 2.1;

(b) LAB will have made all necessary corporate actions as may be necessary and appropriate to effect the Rights Offering and the transactions contemplated in this Agreement and will have made and/or obtained all necessary filings, approvals, orders, rulings and consents of all relevant securities regulatory authorities and other Governmental Entities required in connection with the Rights Offering and the purchase of Stand-by Shares by the Stand-by Purchaser as contemplated by this Agreement;

(c) LAB and the Stand-by Purchaser will have executed an agreement in the form of the agreement attached hereto in Schedule 8.2(c) of this Agreement;

(d) The TSX having approved the listing of the Common Shares issuable upon the exercise of the Rights, and the Stand-by Shares, subject to the filing of customary documents with the TSX; and

(e) The Stand-by Purchaser will have received at closing a certificate dated the Closing Date and signed on behalf of LAB by the President and Chief Executive Officer or the Vice President Finance and Secretary of LAB or such other officer of LAB acceptable to the Stand-by Purchaser, acting reasonably, addressed to the Stand-by Purchaser, each in his/her capacity as officer of LAB and not in his/her personal capacity, certifying for and on behalf of LAB that (i) the representations and warranties of LAB contained in this Agreement are true and correct in all material respects as of the Closing Time with the same force and effect as if made at and as of the Closing Date after giving effect to the transactions contemplated by this Agreement and (ii) it has duly complied in all material respects with the terms, conditions and covenants of this Agreement on its part to be complied with as of the Closing Time.

8.3 The obligation of LAB to complete the closing of the transactions set out in this Agreement is subject to the following conditions being satisfied in full:

(a) the closing of the Rights Offering and the issuance of Common Shares pursuant to the exercise of the Basic Subscription Right and the Additional

Subscription Privilege will have occurred in accordance with the Final Prospectus;

(b) there will be no inquiry, investigation (whether formal or informal) or other proceeding commenced by a Governmental Entity pursuant to applicable Laws in relation to LAB or any of its subsidiaries or in relation to any of the directors and officers of LAB, any of which suspends or ceases trading (which suspension or cessation of trading is continuing) in the Rights or Common Shares or operates to prevent or restrict the lawful distribution of the Securities (which prevention or restriction is continuing);

(c) there will be no order issued by a Governmental Entity pursuant to applicable Laws and no change of Law, either of which suspends or ceases trading in the Rights or Common Shares (which suspension or cessation of trading is continuing) or operates to prevent or restrict the lawful distribution of the Rights or Common Shares issuable upon exercise of the Rights (which prevention or restriction is continuing);

(d) The TSX having approved the listing of the Common Shares issuable upon the exercise of the Rights, and the Stand-by Shares, subject to the filing of customary documents with the TSX;

(e) LAB will have received at closing a certificate dated the Closing Date and signed on behalf of the Stand-by Purchaser by such officer acceptable to LAB, acting reasonably, addressed to LAB, in his/her capacity as officer of the Stand-by Purchaser and not in his/her personal capacity, certifying for and on behalf of the Stand-by Purchaser that (i) the representations and warranties of the Stand-by Purchaser contained in this Agreement are true and correct in all material respects as of the Closing Time with the same force and effect as if made at and as of the Closing Date after giving effect to the transactions contemplated by this Agreement and (ii) it has duly complied in all material respects with the terms, conditions and covenants of this Agreement on its part to be complied with as of the Closing Time; and

(f) LAB and the Stand-by Purchaser will have entered into the Loan Agreement, in accordance with Article 3, for the amount specified thereunder, if applicable.

ARTICLE 9
TERMINATION

9.1 **Termination by LAB and the Stand-by Purchaser.** Each of LAB and the Stand-by Purchaser will be entitled by giving written notice to the other party at any time prior to the Expiry Time, to terminate and cancel, without any liability on its part, its obligations under this Agreement, if,

(a) any inquiry, investigation (whether formal or informal) or other proceeding is commenced by a Governmental Entity pursuant to applicable Laws in relation to LAB or any of its subsidiaries or in relation to any of the directors and officers of LAB, any of which suspends or ceases trading in the Rights or Common Shares or operates to prevent or restrict the lawful distribution of the Securities;

(b) if any order is issued by a Governmental Entity pursuant to applicable Laws, or if there is any change of Law, either of which suspends or ceases trading in the Rights or Common Shares or operates to prevent or restrict the lawful distribution of any of the Rights or Common Shares issuable upon exercise of the Rights;

(c) any Material Adverse Change occurs;

(d) LAB fails to obtain: (i) final listing approval from the TSX for the Rights at least two Business Days prior to the date named as the Record Date in the Final Prospectus; and (ii) conditional listing approval from the TSX in respect of the Common Shares issuable upon exercise of the Rights and the Stand-by Shares prior to or on the Closing Date, subject to receipt of customary final documentation;

(e) the Common Shares or the Rights are de-listed or suspended or halted for trading for a period greater than one full Business Day for any reason by the TSX at any time prior to the closing of the Rights Offering; or

(f) if the Rights Offering is otherwise terminated or cancelled or the closing (as contemplated in Article 8) has not occurred on or before October 15, 2009.

9.2 **Termination of Obligations.** Notwithstanding any other provision hereof, should LAB or the Stand-by Purchaser validly terminate this Agreement pursuant to, and in accordance with, this Article 9, the obligations of both LAB and the Stand-by Purchaser under this Agreement will terminate and there will be no further liability on the part of the Stand-by Purchaser to LAB or on the part of LAB to the Stand-by Purchaser hereunder (except for any liability of any party that exists at such time or that may arise thereafter pursuant to Article 10 or Section 12.1).

ARTICLE 10
INDEMNIFICATION

10.1 Each of LAB and the Stand-by Purchaser agrees to indemnify, defend and hold harmless the other party for and on behalf of itself and for and on behalf of each of its directors, officers, employees, agents and shareholders (the "**Indemnified Parties**") from and against all losses, claims, damages, liabilities, penalties, fines, judgments, suits, awards, sanctions, fees, whatsoever or other costs or expenses to which an Indemnified Party may become subject which arise out of or relate to or result from any transaction, action, or proceeding connected with this Agreement, other than those related to such Indemnified Party's fraud, bad faith, intentional fault or negligence or if such Indemnified Party is in breach of, default under or in non-compliance with any material representation, warranty, term, condition or covenant of this Agreement. In addition to the foregoing, each of LAB and the Stand-by Purchaser agrees to reimburse each Indemnified Party for all reasonable legal or other expense reasonably incurred in connection with investigating, defending or participating in any action or other proceeding relating to any such losses, claims, damages, liabilities, penalties, fines, judgments, suits, awards, sanctions, fees, whatsoever or other costs or expenses to which an Indemnified Party may become subject (whether or not such Indemnified Party is a party to such action or proceeding).

ARTICLE 11
NOTICE

11.1 **Notice.** Any notice or other communication required or permitted to be given hereunder will be in writing and will be personally delivered or sent by facsimile transmission as set forth below, or to such other address, facsimile number or Person as may be designated by notice.

(a) In the case of LAB:

LAB Research Inc.
445 Armand-Frappier Boulevard
Laval (Québec) H7V 4B3

Attention: President and Chief Executive Officer
Fax: (450) 973-2259

With a copy to:

Fasken Martineau DuMoulin LLP
The Stock Exchange Tower
P.O. Box 242, Suite 3700
Montréal (Québec) H4Z 1E9

Attention: Michel Boislard
Fax: (514) 397-7600

(b) In the case of the Stand-by Purchaser:

Fonds de solidarité des travailleurs du Québec (F.T.Q.)
545 Crémazie Boulevard East
Montréal (Québec) H2M 2W4

Attention: Vice President, Legal Affairs
Fax: (514) 383-2500

11.2 **Receipt of Notice.** Notice will be deemed to be given on the day of actual delivery or the day of facsimile transmission, as the case may be, or if not a Business Day, on the next Business Day.

ARTICLE 12
GENERAL

12.1 **Expenses.** LAB will be responsible for all expenses related to the Rights Offering, whether or not it is completed, including, without limitation, all fees and disbursements of its legal counsel, fees and disbursements of its accountants and auditors, all fees and disbursements in connection with any dealer manager or dealer managers engaged in connection with the Rights Offering (other than any such fees or disbursements agreed to be paid by such dealer manager or dealer managers), all expenses related to roadshows and marketing activities and any marketing documents or materials (including, without limitation, slide presentations and videos, if any), printing costs, translation fees and filing fees. All reasonable fees and disbursements of legal counsel to the Stand-by Purchaser, subject to a maximum of $50,000, will be borne by LAB. All out-of-pocket expenses incurred by the Stand-by Purchaser will be borne by the Stand-by Purchaser.

12.2 **Further Assurances.** The parties hereto agree to do all such things and take all such actions as may be necessary or desirable to give full force and effect to the matters contemplated by this Agreement.

12.3 **Assignment.** This Agreement may not be assigned by any party hereto, by operation of law or otherwise, without the prior written consent of the other parties hereto.

12.4 **Enurement.** This Agreement will enure to the benefit of and be binding upon the parties hereto and there respective successors and permitted assigns.

12.5 **Waiver.** Failure by any party hereto to insist in any one or more instances upon the strict performance of any one of the covenants or rights contained herein will not be construed as a waiver or relinquishment of such covenant. No waiver by either party hereto of any such covenant or right will be deemed to have been made unless expressed in writing and signed by the waiving party.

12.6 **Amendments.** No term or provision hereof may be amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of the amendment, discharge or termination is sought.

12.7 **Counterparts and Facsimile.** This Agreement may be executed in several counterparts and by facsimile, each of which when so executed will be deemed to be an original and such counterparts and facsimiles together will constitute one and the same instrument and notwithstanding their date of execution they will be deemed to be dated as of the date hereof. This Agreement will be deemed to have been entered into and to have become effective at the location at which the Stand-by Purchaser will have signed an original, counterpart or facsimile version thereof, without regard to the place at which LAB will have signed same.

12.8 **Time.** Time will be of the essence of this Agreement.

12.9 **Entire Agreement.** This Agreement and any other agreements and other documents referred to herein and delivered in connection herewith, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter hereof, including (without limitation) the letter of offer of the Stand-by Purchaser dated June 16, 2009 and amended on July 29, 2009, and accepted by LAB on July 29, 2009.

12.10 **Language.** The parties hereby confirm their express wish that this Agreement and all documents and agreements directly or indirectly related thereto be drawn up in English. *Les parties aux présentes confirment qu'elles ont expressément demandé que la présente convention ainsi que tous les documents et conventions qui s'y rattachent directement ou indirectement soient rédigés dans la langue anglaise seulement.*

[The rest of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their authorized officers as of the date first written above.

LAB RESEARCH INC.

By: *(s) Luc Mainville*
Name: Luc Mainville
Title: President and Chief Executive Officer

FONDS DE SOLIDARITÉ DES TRAVAILLEURS DU QUÉBEC (F.T.Q.)

By: *(s) Serge Lapointe*
Name: Serge Lapointe
Title: Investment Director, Life Sciences

SCHEDULE 3.2

Principal Terms and Conditions of the Loan Agreement

1. Interest. The Loan will bear the following annual interest rate:

(a) 12%, if issued for amount of $750,000 or less;

(b) 15%, if issued for an amount between $750,000, exclusive and $1,500,000, inclusive;

(c) 18%, if issued for an amount greater than $1,500,000;

payable by LAB to the Stand-by Purchaser on a quarterly basis. For greater clarity, the first payment of interest on the Loan shall occur three months after the Closing Date.

2. Reimbursement. The Loan will be reimbursable by LAB in full (principal and accrued interests, if any) on the second anniversary of the Closing Date. Any arrears in payment of the principal and overdue interest on the Loan by LAB will bear an annual interest rate of 18%, compounded on a monthly basis. LAB will be entitled to repay the Loan at any time prior to maturity without any penalty.

3. Rank. The Loan will rank *pari passu* with any other debt that is not a Secured Debt and will be expressly subordinated to the prior payment in full of any Secured Debt whether outstanding at the Closing Date or thereafter incurred. In addition, no further subordination of the Loan to any debt that is not a Secured Debt may be entered into without the Stand-by Purchaser's prior written consent.

4. Modifications to the Loan Agreement. The Stand-by Purchaser will have the option to request payment of additional fees by LAB or to raise the applicable interest rate provided for in the Loan Agreement in the event LAB requests that modifications be applied to the terms of reimbursement of the principal and interests on the Loan, including (without limitation) in the event LAB requests that the principal and/or interests on the Loan be subordinated to any debt that is not a Secured Debt.

5. Reimbursement of Loan upon a Change of Control. The Stand-by Purchaser may, within 30 days after receipt of a written notice to LAB by the Stand-by Purchaser, require that LAB reimburse the principal and accrued interest, if any, on the Loan on the occurrence of a Change of Control (other than a Change of Control in which the acquiring person is the Stand-by Purchaser).

6. Reimbursement of Loan upon Certain Events of Default after Receipt of Written Notice. The Stand-by Purchaser may require that LAB reimburse the principal and accrued interest, if any, on the Loan on the occurrence of any of the following events, and the continuance of such event for 15 days after receipt of a written notice to LAB by the Stand-by Purchaser requiring the same to be remedied, or such longer period of time as the Stand-by Purchaser will agree to:

(a) a default in payment of interest on the Loan when due and payable;

(b) a default in the observance of any covenant or condition of the Loan Agreement;

(c) a default by LAB or any of its subsidiaries in performing or observing a contract, agreement or covenant to which it is a party, *provided however* that (i) such default may, in the opinion of LAB and the Stand-by Purchaser, acting reasonably, potentially materially affect LAB and (ii) in remedying such default, LAB remedies to any default hereunder in connection thereto; and

(d) the representations and warranties given by LAB under the Loan Agreement are untrue or incomplete.

7. Reimbursement of Loan upon other Events of Default. The Stand-by Purchaser may require that LAB reimburse the principal and accrued interest, if any, on the Loan upon the occurrence of any of the following events, provided that, in the case of any of its subsidiaries, such event may, in the opinion of LAB and the Stand-by Purchaser, acting reasonably, potentially materially affect LAB:

(a) LAB or any of its subsidiaries is an "insolvent person", as defined under Section 2 of the *Bankruptcy and Insolvency Act* (Canada);

(b) a decree, judgment, or order rendered by a court having jurisdiction shall have been executed on all or substantially all of LAB's or any of its subsidiaries' property;

(c) a decree, judgment, or order rendered by a court having jurisdiction shall have ordered, or a resolution shall have passed for the winding up or liquidation of LAB or any of its subsidiaries; and

(d) LAB or any of its subsidiaries ceases to conduct its business as currently conducted.

SCHEDULE 8.2(c)

FSTQ AGREEMENT

THIS AGREEMENT is made as of ●, 2009,

BETWEEN

LAB RESEARCH INC., a corporation existing under the laws of Canada ("**LAB**");

- and -

FONDS DE SOLIDARITÉ DES TRAVAILLEURS DU QUÉBEC (F.T.Q.), a company existing under the *Act to establish the Fonds de solidarité des travailleurs du Québec (F.T.Q.)* ("**FSTQ**").

WHEREAS LAB and FSTQ have entered into a stand-by purchase agreement on August 4, 2009 (the "**Stand-by Purchase Agreement**") in connection with an offering of rights (the "**Rights Offering**") by LAB under which FSTQ has exercised rights ("**Rights**") and purchased common shares in the capital of LAB (the "**Common Shares**") offered under the Rights Offering that were not otherwise purchased thereunder by the shareholders, up to certain limits (the "**Stand-by Commitment**"), the whole on the terms and conditions set forth in the Stand-by Purchase Agreement;

WHEREAS pursuant to the Stand-by Purchase Agreement, LAB and FSTQ have agreed to execute this agreement on the closing of the Rights Offering;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Covenants of LAB. From the date hereof and as long as FSTQ holds, or exercises control or direction over, directly or indirectly, Common Shares representing at least 18% of the issued and outstanding Common Shares, LAB shall:

(a) include in the list of nominees to be elected as directors of LAB by the shareholders of LAB at any meeting of such shareholders called for such purpose (i) one (1) individual recommended by FSTQ, who shall not be an employee of FSTQ, if FSTQ holds, or exercises control or direction over, directly or indirectly, more than 18% but less than 35% of the issued and outstanding Common Shares at the date of such recommendation; or (ii) two (2) individuals recommended by FSTQ, one of whom shall not be an employee of FSTQ and one of whom may be an employee of FSTQ, if FSTQ holds, or exercises control or direction over, directly or indirectly, 35% or more of the issued and outstanding Common Shares at the date of such recommendation;

(b) (i) deliver to FSTQ, without cost, for itself and for each of its subsidiaries and without delay, from time to time as renewals are made, the confirmation of the renewal of its insurance policies or notice of non-renewal, as the case may be; and (ii) maintain commercially sufficient insurance coverage in connection with (x) LAB's and its subsidiaries' assets and loss of income in connection with business interruptions and civil liability, and (y) directors' liability, which shall cover arrears in salaries, deductions at source, holidays, GST/QST and other amounts prescribed by the statutory duties of directors, and which shall not include any exclusion in case of insolvency and bankruptcy;

(c) enter into, with the directors of LAB, agreements providing for the indemnification of each of them;

(d) pay to any directors or committee members of LAB or any of its subsidiaries designated by FSTQ in accordance with Section 1(a), to the exception of observers to the board of directors or any of the committees of LAB or any of its subsidiaries, as the case may be, transportation expenses or attendance fees on a per meeting basis, the whole in accordance with LAB's or any of its subsidiaries' usual practices;

(e) in addition to any existing plan pertaining to any employee benefit upon retirement, (i) match any amount paid by an employee who is a resident in the Province of Québec to subscribe for shares of FSTQ, up to a maximum of $250 per employee annually; (ii) implement a "deduction at source" procedure enabling such employees to subscribe for shares of FSTQ by way of direct deductions from each pay cheque and ensuring the remittance of such contribution to FSTQ on the date of payment of salary to such employees; (iii) do all acts and things necessary to enable any such employee, at his discretion, to benefit from the federal and provincial tax benefits with respect to such employee's subscription for shares of FSTQ and to advise such employees of the tax election which can be made in connection therewith; and

(f) contribute to the Fondation de la formation économique du Fonds de solidarité des travailleurs du Québec (F.T.Q.), on the basis of an annual contribution of $40 (excluding taxes) per employee who are residents in the Province of Québec, which contributions shall be payable by LAB within thirty (30) days from the end of each of its fiscal years.

2. Assignment. This Agreement may not be assigned by any party hereto, by operation of law or otherwise, without the prior written consent of the other parties hereto.

3. Enurement. This Agreement will enure to the benefit of and be binding upon the parties hereto and there respective successors and permitted assigns.

4. **Currency.** Unless otherwise specifically stated, all references to dollars and cents in this Agreement are to the lawful currency of Canada.

5. **Governing Law.** This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. Each party hereby unconditionally and irrevocably submits to the nonexclusive jurisdiction of the courts of the Province of Québec, district of Montreal, in respect of all matters arising out of this Agreement.

6. **Language.** The parties hereby confirm their express wish that this Agreement and all documents and agreements directly or indirectly related thereto be drawn up in English. *Les parties aux présentes confirment qu'elles ont expressément demandé que la présente convention ainsi que tous les documents et conventions qui s'y rattachent directement ou indirectement soient rédigés dans la langue anglaise seulement.*

[The rest of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their authorized officers as of the date first written above.

LAB RESEARCH INC.

By: ______________________________
Name: Luc Mainville
Title: President and Chief Executive Officer

FONDS DE SOLIDARITÉ DES TRAVAILLEURS DU QUÉBEC (F.T.Q.)

By: ______________________________
Name:
Title: