



## CERTIFICATION LETTER

KEY QUESTIONS for Projects in Canada and in the USA  
[To be completed and signed-off by Applicant as indicated below]

Name and location of potential Client ('Applicant'):

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Name and location of Project:

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Total Amount of Project Financing Required:

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Total Amount of Debt Required:

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Total Amount of Equity Required:

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Is an Executive Summary available?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

Please forward your Executive Summary of 3-5 pages with this document.

Does it have summary tables of Projections for the Start-Up Period?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

Does it have summary tables of Projections for 5-years of Operating Results thereafter?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

Note: The terms 'our/us/we' refer to Darren Jacklin Group of Companies Inc. ('DJGC') and 'you' will refer to Applicant.

1. How much money does the Applicant need under the first tranche to be funded and by when?

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2. In which currency (USD or CAD) is the funding required?

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3. COLLATERAL. What is the total value of the collateral available to support and further secure the Project? [Please provide a summary for these assets and itemized details for total current fair market value, a description of the assets, liens and encumbrances and any debt due (with terms and conditions) etc.]

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4. Are there appraisals or other reports available to confirm the value of the collateral? [Please supply a brief description].

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5. Are there any 'drop dead' dates or timing deadlines that could terminate the Project?

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6. What is the amount of cash available in Applicant's bank account or otherwise available to fund our initial cash fee (Project Assessment Fee) required by our 'Financial Partners' (Investors, Lenders, Joint Venture Partners) for their due diligence, appraisals, reports, or legal costs etc.?

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7. What is the maximum amount of cash available (or other available collateral to be monetized) to fund your Project? We may be able to provide you with 100% Debt/Equity financing for the Project if you can provide a 2% - 5% cash Deposit to our Financial Partners that would be recoverable by you at Closing.

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8. Applicant agrees to supply us with a current dated and authenticated 'Proof of Funds' letter (less than 30 days old) or other written evidence supporting Question 8 and Question 9, and a synopsis/description of 'other available collateral'.

9. What is Applicant's monthly 'burn rate'?

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10. What is the 'cash cash' amount of the investment made by the Principals into the Project inception-to-date? ('Sweat Equity' is not nearly as important).

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11. Will Applicant agree to pay us a USD/CAD \$3000 Project Assessment Fee?

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12. When did Applicant start working on the Project?

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13. What obstacles has the Applicant encountered to get the Project funded?

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14. Are Personal Guarantees available?

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15. What are the Principal's Credit Scores?

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16. All Principals owning Shares/Units of 10% (or more) of Applicant's Shares/Units AND the Personal Guarantors agree to send us an original copy of their respective current dated Credit Reports (less than 30 days old) and their current dated Personal Financial Statements.

17. We require a 90-120 day Exclusive Consulting Agreement. Is this an issue? This agreement will be mutually agreed to and then signed, executed and delivered between the Applicant and DJGC.

This agreement commences within 15 days AFTER our receipt and completion of ALL of the following:

- A. Applicant's comprehensive Business Information Package, which will include
  - 1) A Teaser/Snapshot (1 page);
  - 2) An Executive Summary (3-5 pages);
  - 3) An extensive Business Plan with fully detailed Projections;
  - 4) Applicant's Term Sheets for an Equity raise and for a Debt raise;
- B. All other supporting documents, contracts and agreements, as required;
- C. The completion of our satisfactory initial due diligence, which will include the review of these items; AND
- D. Our receipt by wire transfer of the USD/CAD\$1500 Project Assessment Fee and our Work Fee (TBD).

18. How many consultants are working on the transaction today? Do any of them have an 'exclusive engagement'?

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19. We need a copy of Applicant's Term Sheets for an Equity raise and for a Debt raise, with Applicant's preferred terms and conditions, to be crafted by Applicant ASAP.
20. Applicant and its Senior Management, Affiliates and their respective Principals need to pass our Financial Partner's due diligence test.

Are there any background issues past, current or future, that could cause Applicant to fail due diligence, such as:

- A. Existing, pending or threatened lawsuits, judgments, bankruptcies or other financial difficulties;
- B. Tax arrears with or without liens attached;
- C. Regulatory sanctions, compliance or disciplinary actions (revocation or suspension) causing the loss of 'good standing' (business permits, professional licenses or designations);
- D. Arrests, indictments or convictions for crime, securities law violations or fraud related activities;
- E. Investigations by law enforcement, judicial, civil, securities commissions or other authorities; AND
- F. Legal name changes or the use of 'alias' identities that are NOT for professional reasons (nom de plume or stage name, etc.)?

Do any of the above apply? Yes \_\_\_\_\_ . No \_\_\_\_\_ .

It is mandatory that Applicant provides us with a detailed written explanation under separate cover if ANY of the above applies.

21. Applicant will provide us access to their Dropbox 'Data Room' (or its equivalent) for ease of usage. Is this an issue?  
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22. Applicant will provide us with a listing of their Data Room documents, consecutively numbered, along with a one-paragraph overview of the contents of each document. Is this an issue?  
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23. Applicant will review and thereafter agree to sign, execute and deliver DJGC's standard Mutual Non-Circumvention Non-Disclosure (NCNDA) agreement. A detailed explanation about this agreement and a DRAFT copy of it will be sent to you under separate cover.
24. Applicant will complete, sign and deliver our Client Information Request (CIR) Form simultaneously with this CERTIFICATION LETTER to us. A detailed explanation about this form and a copy of it will be sent to you under separate cover.
25. Other questions will arise during the course of our review of your Project.
26. It is mandatory that Applicant provide us with a detailed written explanation (under separate cover if necessary) to ALL of our Key Questions. Usage of the term 'N/A' (not applicable) is not sufficient.
27. Other terms and conditions applicable to our Exclusive Consulting Agreement will apply.

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## ATTESTATION

It is hereby understood and agreed that this CERTIFICATION LETTER and any other written documents received by us from Applicant or its Authorized Representatives now or hereafter, are subject to FULL TRANSPARENCY AND FULL DISCLOSURE, and shall always be true, accurate, correct, complete and not misleading.

Applicant's representations can and will be relied upon by DJGC at all times, under penalties of perjury. Applicant will advise DJGC immediately in writing of any material adverse change in Applicants representations.

Applicant further authorizes DJGC, its Authorized Representatives and its agents, to verify, and to investigate any or all of the foregoing Representations in any way they may choose. Applicant further gives its permission to DJGC to obtain any credit reports from Equifax, or similar agency on anyone or any entity listed in this Certification or as otherwise disclosed or discovered by us hereafter.

DJGC may apply any advances or fees Applicant has paid or will pay as liquidated damages (or as otherwise covered in any other particular written agreements between Applicant and DJGC), if any of Applicant's Representations, either verbally or in writing, are found to be untrue, inaccurate, incorrect or misleading.

DJGC has Applicant's permission, at its own discretion, to fully disclose, assign or transfer this letter and other information received from Applicant or about Applicant, to its Authorized Representatives and agents, provided that Applicant receives immediate written notice of same via email or fax.

This CERTIFICATION LETTER, when signed, delivered and received by DJGC, shall be legally binding and enforceable upon Applicant. Electronic signatures shall have the same force and effect as an original signature.

FORMAT

TO BE COMPLETED AND SIGNED BY APPLICANT

<p>Agreed, Confirmed and Attested by:</p> <p>Date: _____</p> <p>Complete Legal Name of Applicant (1)</p> <p>Local Address City, State or Province, Zip or Postal Code, Country</p> <hr/> <p>Complete Legal Name of Authorized Signatory (2) and Title Binding Authorized Signatory and Beneficial Owner/ Principal</p> <p>(1) As per Applicant's Certificate of Good Standing in the Province/State/Country of _____</p> <p>(2) As per Signatory's Passport (Country) and Birth Certificate (where).</p>	<p>Agreed, Confirmed, Accepted and Attested by:</p> <p>Date: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <hr/> <p>_____</p> <p>Name: _____ Title: _____</p> <p>Binding Authorized Signatory and Beneficial Owner/Principal</p> <p>As per Applicant's Certificate of Good Standing in the Province/State/Country of _____</p> <p>As per Signatory's Passport (_____) and Birth Certificate (_____).</p>
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## Grandeur Capital Corp. FEES

1. Project Assessment Fee: We will receive a one-time USD/CAD \$3000 Project Assessment Fee (to cover our review and analysis of the merits of the Project + preliminary due diligence). This fee will be wire transferred to us simultaneously to our receipt of this CERTIFICATION LETTER and our Client Information Request (CIR) Form.
2. Our Cash Success Fees vary on a case-by-case basis for Debt transactions or for Equity Raise.
3. Our Cash Success Fees will be paid at Closing directly to us by our Financial Partners in the legal tender of the currency agreed to in the transaction.
4. Other terms and conditions will apply on a case-by-case basis.
5. DJGC Questionnaire: We will require each potential Applicant to complete, sign and return our Questionnaire to us.

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Our Due Diligence Mitigation Process ensures the successful funding and Closing of the Project.

It is most important that all of the above matters and Applicant's Business Information Package are investigated, reviewed and assessed properly by us under our comprehensive DUE DILIGENCE PROCESS. If stumbling blocks or legal issues recognized in advance by us are not sufficiently mitigated, 30%-40% of all Financial Transactions submitted to Financial Partners CAN FAIL the Financial Partners DUE DILIGENCE PROCESS, as a direct or indirect result of Applicant's lack of full disclosure, full transparency OR as otherwise stated in the ATTESTATION SECTION of this letter.

Please keep in mind that we do not tender our Exclusive Consulting Agreement to any potential Applicant unless the Applicant passes our own internal preliminary due diligence process AND that we have a high level of confidence (90% +) that we can arrange and provide the Financing that meets the requirements and expectations of the Applicant.

We look forward to working with you and your TEAM!

Many thanks.

Sincerely,

Darren Jacklin  
Director  
Grandeur Capital Corp.  
+1.250.550.5050 mobile  
[darren@grandeurcapitalcorp.com](mailto:darren@grandeurcapitalcorp.com)

[www.DarrenJacklin.com](http://www.DarrenJacklin.com)