

ONTARIO
SUPERIOR COURT OF JUSTICE

Plaintiffs

and

BMO NESBITT BURNS INC.; BLACKMONT CAPITAL INC.; CANACCORD CAPITAL CORPORATION; NATIONAL BANK FINANCIAL INC.; SPROTT SECURITIES INC.; TD SECURITIES INC.; BDO SEIDMAN, LLP; FMP CAPITAL GROUP LTD.; FMP CAPITAL LLC; FMP HOLDINGS, L.P.A.; MICHIGAN FIDELITY ACCEPTANCE EDAN KING, HOWARD MUKOF, ROBERT FELCO WITZ, ERIC DEAYENS, and LORIE WAISBERG

Defendants

AFFIDAVIT OF REBECCA BEKHOR
(sworn January 11, 2007)

OATH AND SAY:

1. I am a Plaintiff in the Michigan Action (as defined in the Settlement Agreement). Except as otherwise noted, I have the knowledge deposed to below. Where that knowledge is based on information obtained from others, I have so indicated below, and I believe that information to be true. I make this affidavit in support of: (i) the Plaintiffs' motion for defined in paragraph 14 below). I make this affidavit for no other or improper purpose.

2. I am an investment broker and advisor with Man Financial Canada Co., the brokerage division of Man Group plc which is a leading player on the major international securities and futures exchanges. Although I deal with fixed income, commodity, money market and preferred share income trusts, I specialize in stocks and stock options.

3. I am a FMP Capital Group Ltd. ("FMP") private participating securities

(1105) in the secondary market, over the Toronto Stock Exchange. I usually trade a line on FMP I had orders for 25,000 shares and...

Settlement Agreement, I should qualify as a Class II Member (as it is defined in the Settlement Agreement).

The Litigation

On December 20, 2007, Plaintiff commenced an action against the Defendants with respect to information disseminated by

Offering ("IO") and subsequently during the Class II Offer (as defined in the Settlement Agreement). That information concerned the Company's business and affairs. Attached as

Exhibit A to the Complaint are copies of the IO and the IO Supplement.

Plaintiff has been kept apprised of the progression of the litigation and requested instruction from the

Defendants (as defined in the Settlement Agreement) regarding the IO and IO Supplement.

Plaintiff has been kept apprised of the progression of the litigation and requested instruction from the

THE TERMS OF SETTLEMENT

Plaintiff has been kept apprised of the progression of the litigation and requested instruction from the

the Defendant in settlement of the claims against them in this action, as well as the

Defendants, (iii) and C\$600,000 from BDO. I understand that this aggregates to C\$28,651,700 after conversion to Canadian dollars, plus the interest accrued to the date the Settlement Fund is disbursed (the "Settlement Fund").

of Directors, and the Company's Audit Committee Charter, are fair and reasonable consideration for the dismissal of this action.

B" to the Settlement Agreement, and approve or join the manner in which Class Members may apply for compensation and the plan of dissemination for the Settlement Fund outlined therein.

action has been litigated in three jurisdictions by several groups of counsel in addition to

Classes (All of the foregoing law firms are referred to collectively herein as "Class Counsel").

that disbursements in excess of C\$50,000 have also been expended for other unascertained

approval and implementation of this Settlement Agreement for approximately one additional year. I am informed by Mr. Ricci, that Juroviesky & Ricci estimates that by the time the Settlement Agreement has been approved in Ontario and Québec, the action Fund has been completed the fees accrued will be in excess of C\$2,200,000.

16. The Retainer I entered into provided that Juroviesky & Ricci would request a legal fee of

percentage of net recovery of legal fees from the percentage agreed upon in the

Retainer

Class Members other than those resident in Québec will be nominally allocated 85% of the Settlement Fund, being C\$24,353,945 plus accrued interest, for the purposes of the fee application of counsel in the Ontario and Michigan proceedings; which application

members resident in Québec will be nominally allocated 15% of the Settlement Fund, being C\$4,297,755 plus accrued interest, for the purposes of the fee application of

Court will amount to a request for fees up to, but not in excess of, 25% of the portion of

C\$6,066,486.20. Likewise, Québec Class Counsel will make a fee request up to but not

Members resident in Québec, being C\$1,074,438.70. I support such applications.

Settlement Agreement that no other legal fees will be sought by any Class Counsel from

with this litigation.

SWORN OF AFFIRMED BEFORE ME
at the City of *Montreal* in the
Province of Québec on January 1, 2011

[Handwritten marks]

[Handwritten signature]

Commissioner for Taking Affidavits

REBECCA BEKHOR

161 846

AND REFERRED TO IN THE AFFIDAVIT OF

SWORN BEFORE ME IN THE CITY OF Montreal

THIS DAY OF JANUARY: 2007:

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A Commissioner for Taking Affidavits

161 840

December 6, 2005

PRIVILEGED & CONFIDENTIAL

Dear Client(s):

FMF Capital LLC, et al. Retention Agreement

his Retention Agreement covers the retention of [redacted] ("Attorneys") by these institutions and [redacted] authorized the Attorneys to prosecute claims arising out of their purchase of FMF Capital Group LTD. ("FMF Capital Group") Income Participating Securities ("IPS").

WHEREAS the Client has authorized the Attorneys to prosecute claims relating to the securities of FMF Capital Group Ltd (the "Litigation")

considerable risk;

WHEREAS the Client seeks to maximize their recovery while limiting the expenditure of their own resources;

NOW, THEREFORE, the Client and the Attorneys AGREE AS FOLLOWS:

I. SCOPE OF SERVICES/CASE HANDLING

appointed as Class Counsel.

The Attorneys shall provide efficient resources

persons executing this agreement under the Client Signatures section.

December 6, 2005

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C. Any costs which shall be incurred by the Client in the Litigation shall be borne by each Client as determined by a damage allocation plan which will be prepared by a financial expert and approved by the Attorneys and will include all costs and other expenses... continued holdings, if any.

D. The Attorneys are given the authority to opt the Client out of any class action Litigation if the Client is not appointed Class Counsel.

II. CONTINGENT FEE AGREEMENT

A. The Attorneys shall advance all expenses in the Litigation. The Client is responsible for all costs and other expenses. Recovery of costs and other expenses is contingent upon a recovery being obtained. If no recovery is obtained, Client will be responsible for all costs and other expenses.

B. The sole contingency upon which Attorneys shall be compensated is a recovery in the Litigation. Compensation shall be 33% of the total recovery, plus reasonable and necessary costs of the Litigation, including but not limited to costs of travel, postage, telephone, research fees, court fees, expert fees, other consultation fees and overhead expenses. Any recovery in the Litigation shall first be used to reimburse the Attorneys for their costs and other expenses.

C. In the event that the Litigation is resolved by settlement under terms of a settlement agreement, the terms of this Agreement shall apply to such "lock-in" payment.

III. GENERAL REPRESENTATIONS

- A. This Agreement may not be assigned by the Attorneys.
- B. Client agrees to cooperate in the prosecution of the suit including providing documents to substantiate the Client's claim and to cooperate in the defense of the suit when necessary.

December 6, 2005

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IV. TERMINATION

A. Plaintiff may terminate this agreement as to non-attorneys with or without notice. Plaintiff may terminate this agreement as to attorneys with or without notice if the attorneys do not cooperate in the prosecution of this action.

V. NOTICE

A. All notices to be given by the parties hereto shall be in writing and served by certified mail or registered mail, postage prepaid and returned as follows:

TO THE CLIENT

TO ATTORNEYS

which shall have exclusive jurisdiction thereof.

C. This agreement, along with the signed affidavits of the Plaintiff and the Defendant, and supersedes all other oral or written provisions.

Plaintiff certifies that:

1. The Plaintiff did not acquire the security that is the subject of this action at the direction of Plaintiff's counsel or in reliance on information provided by Plaintiff's counsel.
2. If requested, the Plaintiff is willing to serve as a representative party on behalf of the class, including providing testimony at deposition and trial.
3. The Plaintiff represents and warrants that he/she is fully authorized to enter into and execute this certification.

December 6, 2005

page 4 of 4

behalf of the class, and the Plaintiff's reasonable costs and expenses (including lost wages) directly relating to the representation of the class as ordered or approved by the court.

securities that are the subject of this action, except those already decided to the attorneys.

6. During the three years prior to the date of this Declaration, I have not sought to serve or served as a representative party for a class in an action filed under federal or state securities laws.

If you have any questions, please do not hesitate to contact our offices:

Very truly yours,

Investment & Banc: F T B

Thomas J. O'Connell
Managing Partner
416.481.0718 ext. 324
HI:

Enclosure

ACCEPTED:

U.S. DEPARTMENT OF JUSTICE
SECURITIES AND EXCHANGE COMMISSION

Client Authorized Signature

Date

(Please see attached Client Authorized Signature page, if needed)

TIM ()
v. BMO NESBITT BURNS INC. et al.

FILED

FILED

SUPERIOR COURT

Prothonotary

AFFIDAVIT
(S.W.O.R.)
JANUARY 1997
EKHOR
(007)

SUSKINDS
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Specifics or the File