

PLAINTIFFS

Plaintiffs

DMS NESBITT BURNS INC.; BLACKMON CAPITAL INC.; CANACCORD CAPITAL CORPORATION; NATIONAL BANK FINANCIAL INC.; SPROUT SECURITIES INC.; TD SECURITIES INC.; BDO SEIDMAN, LLP; FMF CAPITAL GROUP LTD.; FMF CAPITAL LLC; FMF HOLDINGS, LLC; MICHIGAN FIDELITY ACCEPTANCE CORPORATION; PKF, LLC; THOMAS LITTLE; ATUL SHAH; MICHAEL HOFFMAN; EDAN KING; HOWARD MOROF; ROBERT PILCOWITZ; ERIC SLAVENS; and LORIE WAJSDER.

(sworn January 7., 2007)

I, URSULA SAGAN, of the City of North York, in the Province of Ontario, MAKE 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: (1) the Plaintiffs' motion for approval of the Settlement Agreement (as defined in paragraph 16 below). I make this affidavit for no other or improper purpose

("IPSS") in the Company's March 2005 initial public offering ("IPO"). Pursuant to the Settlement Agreement, I should qualify as a Plaintiff in the Michigan Action (as defined in paragraph 16 below). I make this affidavit for no other or improper purpose

THE LITIGATION

commence an action against the Defendants with respect to information disseminated by the Defendants (on or after the date of the IPO) during the Settlement Agreement Period (as defined in the Settlement Agreement). That information concerned the Company's business and affairs. Attached as EXHIBIT "A" is a copy of my retainer agreement with Juroviesky & Ricci (the "Retainer").

Before the commencement of this action, I discussed the nature of the claim against the Defendants with Henry Juroviesky and Jonathan Ricci, both partners at Juroviesky & Ricci. Having discussed the issues with them at length I can affirm that I fully understand the content of the Statement of Claim, which alleged that the IPO prospectus contained misrepresentations, and that, subsequent to the IPO, certain of the Defendants issued statements to the investing public that contained further misrepresentations

and apprised of the progression of the litigation and requested instruction from me.

including PDC Seidman LLP ("PDC") Defendants (as defined in the Settlement Agreement). My instructions were sought, given, and implemented by Juroviesky & Ricci throughout this process.

counsel for the Class I Members and for the Class II Members. I was advised, by Mr. Ricci, and I believe in the truth of the information, that the law firms of Suss, Stroberg LLP and Rochon Genova LLP were retained to represent the interests of the members of Class I and Class II, respectively, in connection with the allocation of the Settlement Fund between those Classes. In aid of that process, I participated, as a representative Class I Member, by receiving advice from and giving instruction to Jay Stroberg, a

As a result of those negotiations, it was agreed that a discount to the Class II Members' damages of 26% was appropriate.

Strosberg and I am satisfied that this result is fair and reasonable to Class I Members.

28, 2006, and have instructed Jurovicsky & Ricci to seek approval of the settlement

Defendant's relative contributions. I understand those contributions to be as follows:

(1) US\$21,000,000 from the Defendant's contribution to the Settlement Fund, plus the interest accrued to the date the Settlement Fund is disbursed (the "Settlement Fund").

I believe that the Defendant's contributions to the Settlement Fund, and the Company's agreement to adopt certain technical, clarifying changes to the (i) Mandate of the Board of Directors, and (ii) the Company's Audit Committee Charter, are fair and reasonable consideration for the dismissal of this action.

15. I understand that the costs of the notice and claims administration expenses will be payable from the Settlement Fund. I further understand that the fees and disbursements of Class Counsel (as defined at paragraph 16 below) shall also be deducted from the Settlement Fund.

Fund outlined therein.

14. This litigation was undertaken on a contingency basis such that Juroviesky & Ricci would not be paid for fees or disbursements unless successful.

I have been advised by Mr. Ricci and believe in the truth of the information that this

Juroviesky & Ricci, namely, Siskinds ^{LLP}, Siskinds Desmeulés, S.E.N.C.R.L., and Frank

Ontario law firms of Sutts, Strosberg ^{LLP} and Rochon Genova ^{LLP} rendered advice to members of Class I and Class II in connection with the allocation of the Settlement Fund between those Classes (All of the foregoing law firms are referred to collectively herein as "Class Counsel").

that disbursements in excess of C\$200,000 have also been expended. I further understand

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 commenced in Michigan has been dismissed, and the administration of the Settlement Fund has been completed the fees accrued will be in excess of C\$2,200,000.

33% of the total value of the settlement, plus disbursements and G.S.T. I am informed by Mr. Ricci however, and I believe in the truth of the information, that an arrangement has

Ontario and Québec proceedings by which all counsel have agreed to limit the legal fee request for all counsel to 25% of the Settlement Fund, plus disbursements and G.S.T., as discussed in detail below. I support Juroviesky & Ricci's intention to reduce the

Retainer.

19. I am further advised by Mr. Ricci, that by agreement among the aforesaid counsel, the Class Members other than those resident in Québec will be nominarily allocated 85% of

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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 Ontario will be made before the Superior Court of Justice (Ontario Court). The Class

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 the Settlement Fund nominally allocated to the Class Members outside of Québec, being

C\$6,088,486.20. Likewise, Québec Class Counsel will make a fee request up to but not exceeding 25% of the portion of the Settlement Fund nominally allocated to the Class

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 any other source, in any other proceeding on account of the fees accrued in connection with this litigation.

SWORN or AFFIRMED BEFORE ME

Notary Public for Ontario, my Commission Expires on 11/11/11

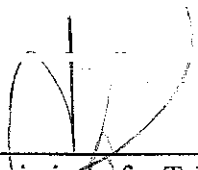
Notary Public for Ontario, my Commission Expires on 11/11/11

Notary Public for Ontario, my Commission Expires on 11/11/11

AND REFERRED TO IN THE AFFIDAVIT OF

SWORN BEFORE ME IN THE CITY OF Colorado

THIS 4th DAY OF JANUARY, 2007.



A Commissioner for Taking Affidavits



PRIVILEGED & CONFIDENTIAL

FMF Capital LLC, et al. Retention Agreement

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");

WHEREAS the Litigation requires the expenditure of substantial resources by the Attorneys retained to prosecute the Litigation;

WHEREAS the Client desires to

AND, WHEREAS, the Client and the Attorneys agree as follows:

I. SCOPE OF SERVICES/CASE HANDLING

Litigation

persons executing this agreement under the Client's

prepared by a financial expert and approved by the Attorneys and will account for such factors as sales of stock, continued holdings, if any.

D. The Attorneys are given the authority to end the Client out of the action proceeding relating to the claims authorized herein, if the Attorneys are not appointed Class Counsel.

II. CONTINGENT FEE AGREEMENT

A. The Attorneys shall advance all expenses in the Litigation. The Client is nothing for costs and other expenses.

B. The sole contingency upon which Attorneys shall be compensated is a

Compensation shall be 33% of the total

limited to costs of travel expenses, telephone, copying, fax transmission, depositing, and other expenses. Any recovery in the Litigation shall first be used to reimburse

C. In the event that the Litigation is resolved by settlement or judgment involving any "in-kind" payment, such as stock, the contingent fee agreement shall apply to such "in-kind" payment.

III. GENERAL REPRESENTATIONS

B. Client agrees to cooperate in the prosecution of the suit including

C. Client recognizes that the Attorneys are representing the Client as a Group Investor in the Litigation. The Client agrees that any conflicts

IV. TERMINATION

- A. Client may terminate this Agreement as to any Attorneys, with or without cause and without penalty, by providing the Attorneys with written notice of termination. Attorneys may terminate this agreement if the Client fails to cooperate in the prosecution of this action.

V. NOTICE

follows:

TO THE CLIENT:

The Client's address on file with the Attorneys.

TO ATTORNEYS:

Attorneys head office as set out on their web site.

All actions arising out of this Agreement shall be governed by the laws of Michigan, and shall be brought and maintained in a Michigan Court, which shall have exclusive jurisdiction thereof.

This agreement, together with the *et al.*, Certification form, sets forth the entire Agreement between the parties, 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 order to participate in this or any other litigation.
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.

The Plaintiff represents and warrants that he/she is fully authorized to enter into and execute this certification.

4. The Plaintiff will not accept any payment for serving as a representative party on behalf of the class beyond the Plaintiff's pro rata share of any recovery, except such reasonable costs and expenses (including lost wages) directly relating to the representation of the class as ordered or approved by the court.

5. The Plaintiff has made no transaction(s) during the Class Period in the debt or equity securities that are the subject of this action except those already disclosed to the attorneys.

sought to serve or served as a representative party for a class in an action filed under federal or state securities laws.

We look forward to working with you.

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

Very truly yours,

~~Josephine B. DiLillo~~

Henry Juroviesky
Managing Partner
416.481.0718 ext. 324

Enclosure

ACCEPTED:

STANLEY SAGAN

Client Authorized Signature

Date (MM/DD/YYYY)

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

