



Declaration of the Proposed Representative Plaintiff

Settlement Agreement, I should qualify as both a Class I and a Class II Member.

9. In the absence of this class proceeding, I likely would not have commenced an individual action against the Defendants due to the expense associated with such an action.

I believe that I will fairly and adequately represent the interests of the Class.

**The Litigation**

1. On December 23, 2005, I retained Siskinds ("Siskinds") to commence an action

against the Defendants, including the Underwriter Defendants, in the Superior Court of British Columbia. I am a copy of my retainer agreement with Siskinds.

2. On December 23, 2005, I contacted the District Judge, Mr. Justice Leach, both lawyers at Siskinds, to discuss the nature of the claim against the Defendants.

3. The content of the Statement of Claim, which alleged that the IPO prospectus contained statements to the investing public that contained further misrepresentations.

4. A partner at Siskinds who also has carriage of this file, have kept me apprised of the progression of the litigation and requested instruction from me.

10. I understand that settlement negotiations took place over several months, originally involving only the FIMA Defendants (as defined in the Settlement Agreement), including HDO Seidman<sup>LLP</sup> and lastly including the remaining Underwriter Defendants (as defined in the Settlement Agreement). The Settlement Agreement now being brought

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became involved in the settlement discussions. My instructions were sought, given, and  
independently confirmed through this process.

11. 11.1. Terms of Settlement

I have reviewed the terms and conditions of the Settlement Agreement dated November

20, 2006, and have instructed Siskinds to seek approval of the Settlement Agreement

12. in particular to approve and approve of the total quantum, and relative contributions

being made by the Defendants to the Settlement Fund, which is the aggregate sum of

Contribution") and CAN\$800,000 (the "BDO Contribution"); or a total of  
CAN\$28,651,700 after conversion to Canadian dollars, plus the interest accrued to the  
date the Settlement Fund is disbursed.

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

14. I understand that in addition to the benefits payable to Class members, the costs of the

notice and claims administration expenses will be payable from the Settlement Fund.

further understand that the fees and disbursements of Class Counsel (as defined at

paragraph 16 below) shall also be deducted from the Settlement Fund.

Settlement Agreement, and approve of both the manner in which Class members may

therein.

16. The fee request was undertaken on a contingency basis such that Siskinds would not be paid unless

Siskinds will request a legal fee of 25% of the total value of the settlement plus  
disbursements and G.S.T.

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Haron Wagner and Nazam Anjoreen and Nita Anjoreen (Class Counsel"). Such an arrangement was foreseen and provided for in the Retainer and I herein reaffirm my approval of it.

understand that Class Counsel will continue to do legal work and have expenses associated with the approval and implementation of this Settlement Agreement for

CAN\$2,200,000.

account of legal fees for all Class Counsel, excluding Québec Class Counsel, in the Ontario Superior Court of Justice ("Ontario Court").

Class is nominally allocated 85% CAN\$24,555,945. of the Settlement Fund plus accrued

ment fee application. As a result, the fee application before the Ontario Court will amount

to a request for fees in total not in excess of 25% of the portion of the Settlement Fund

nominally allocated to the Ontario Class, CAN\$24,555,945. Likewise, Québec Class

Settlement Fund nominally allocated to the Québec Class, CAN\$1,074,438.70. I support such applications.

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

I hereby certify that this order is a true and correct copy of the original as shown to me by the defendant's counsel.

For my office on this

at the City of London, in the County of  
Middlesex, on December 31, 1911.

*[Handwritten signature]*

THIS IS EXHIBIT "A" MENTIONED

AND REFERRED TO IN THE AFFIDAVIT OF

AND

SWORN BEFORE ME IN THE CITY OF LONDON

THIS 27<sup>th</sup> DAY OF DECEMBER, 2006.



A Commissioner, etc.

I, Archie Leach, residing in London, Ontario, hereby retain and employ the law firm of Siskind, counser, in a class proceeding brought pursuant to the Ontario Class Proceedings Act, 1992, naming me as representative plaintiff on behalf of a class of persons who purchased securities of FMF Capital Group

LLC and FMF Capital LLC ("FMF Capital"), and Michigan Fidelity Acceptance Corporation, which transferred to FMF Capital substantially all of its assets related to its mortgage lending business effective December 1, 2007. I further authorize Siskinds to commence proceedings on my behalf against the following investment firms that underwrote the initial public offering of FMF securities in March 2005: BMO

authorize Siskinds to commence proceedings on my behalf against Atif Shah, a Nesbitt analyst who issued a recommendation regarding FMF securities in or about August 2005. Finally, I authorize Siskinds

to commence proceedings on my behalf against any other persons who are potentially liable for my losses and those of persons similarly situated to me.

I understand that this litigation is to be pursued on a contingency basis and that my legal fees and disbursements are to be paid only if I am successful in my class proceeding.

I understand that according to the Class Proceedings Act, success in a class proceeding includes:

request a legal fee of 25% (twenty five percent), plus disbursements, plus G.S.T. from the Court. I

members, including as to and any contribution to the cost of the litigation.

25% of \$5,600,000, or \$1,400,000 (one million four hundred thousand dollars), plus disbursements and taxes.

I understand that Siskinds will pay the cost of all disbursements with respect to this action and that I, Archie Leach, will not be responsible for any fees or costs relative to this litigation other than the contingency fee referenced above.

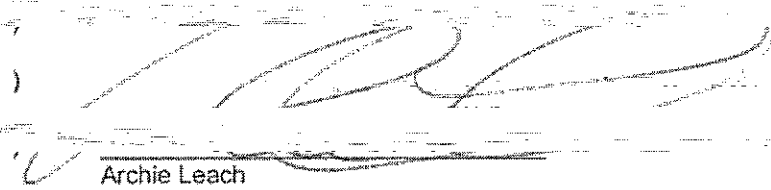
I understand that Siskinds may associate with other law firms in Canada and the United States, and this agreement shall apply to those firms as well.

I understand that Siskinds' legal fees shall be subject to approval by the Court.

I understand that a reasonable settlement or judgment in this case could be in the range of \$10,000,000 to \$50,000,000, depending on several factors, including total purchases of FMI securities.

I understand and agree that in retaining Siskind to provide the legal services described in the  
 attached, the collection use, release and disclosure of my personal and other sensitive information  
 for the purposes of the services that these professionals will be providing to me for the purposes  
 of my employment is necessary and essential to the proper and efficient performance of my  
 job. I understand that the information that I provide to Siskind will be used by Siskind in only the purposes set out in this Retainer and for no other purpose, without  
 my explicit written consent pursuant to the Privacy Policy.

Witness my hand and delivered at London, Ontario, this 28th day of December, 2008.



Archie Leach

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