

ONTARIO

BEFORE ME:

TIM GOULD and ARCHIE LEACH...

Plaintiffs

BMO NESBITT BURNS INC.; BLACKMONT CAPITAL INC.; CANACOR DIRECT CAPITAL

FEDERATION INTERNATIONAL BANK FINANCIAL INSTITUTIONS SECURITIES INCANTY

SECURITIES INC.; BDO SEIDMAN, LLP; FMP CAPITAL GROUP LTD;

FMP CAPITAL LLC; FMP HOLDINGS, LLC; MICHIGAN FIDELITY ACCEPTANCE

EDAN KING; HOWARD MOROF; ROBERT PILCOWITZ; ERIC SLAVENS;

Defendants:

AFFIDAVIT OF GIACINTO VENDITTI

(sworn January 2, 2007)

I, GIACINTO VENDITTI, of the City of Brossard, in the Province of Québec, MAKE

STATEMENT AND AFFIRMATIONS SAY:

I am a Plaintiff in the Michigan Action (as defined in the Settlement Agreement) Event

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 Plaintiff's motion for

Québec".

The Litigation

commence an action against the Defendants with respect to information disseminated by the Defendants (or one or more of them) during the IPO and subsequently during the Class Action Litigation in the Southern District of New York (Case No. 06-cv-00000) concerning the Company's business and affairs.

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

including BDO Seidman ("BDO"), and lastly including the remaining Underwriter given, and implemented by Troviesky & Ricci throughout this process.

28, 2006, and have instructed Troviesky & Ricci to seek approval of the settlement contained therein.

I in particular am aware and approve of the total amount of consideration being paid by the Company in settlement of the claims alleged in this action as well as the

C\$28,651,700 after conversion to Canadian dollars, plus the interest accrued to the date

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

Class Counsel (as defined at paragraph 15 below) shall also be deducted from the Settlement Fund.

Further, I have reviewed the provisions of the Distribution Plan(s) attached as Schedule

"B" to the Settlement Agreement, and approve of both the manner in which Class

Members may apply for compensation and the plan of dissemination for the Settlement

Class Counsel Fee

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

Harro, Weiner, and Navarro ^{LLP}. I also understand that the Ontario law firms of Rochon Genova ^{LLP} and Sutts, Strosberg ^{LLP} has rendered advice to members of Class I

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

additional year. I am informed by Mr. Ricci, that Juroviesky & Ricci estimates that by the

The Retainer I entered into provided that Juroviesky & Ricci would request legal fees at

been made between the various lawyers representing the Class Members in the Michigan, 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 percentage of their recovery of legal fees from the percentage agreed upon in the

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

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 counsel in the Québec proceedings. As a result, the fee application before the Ontario

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\$1,074,489.76. I support such applications.

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... have reviewed the relevant provisions of the
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.

[Handwritten Signature]

GIACINTO VENDITTI



IN THE CIRCUIT COURT OF THE 11th JUDGE

at I OND, Y

ARTICLE I OF THE CONSTITUTION OF THE STATE OF FLORIDA

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