

SUPERIOR COURT OF JUSTICE

TIM GOULD and ARCHIE LEACH

Plaintiffs

BMO NESBITT BURNS INC., BDO SELDMAN, INC., THE CAPITAL GROUP
SECURITIES INC., BDO SELDMAN, INC., THE CAPITAL GROUP
CORPORATION, BKE, LLC, THOMAS LITTLE, ATUL SHAH, MICHAEL HOFFMAN,
EDAN KING, HOWARD MORAY, ROBERT
and LORIE WAISBERG

Defendants

AFFIDAVIT OF TIM GOULD
(sworn January 10, 2007)

I, TIM GOULD, of the City of Toronto, Ontario, MAKE OATH AND SAY

of: (i) the Plaintiffs' motion for approval of the Settlement Agreement, and (ii) the

Declaration of the Proposed Representative Plaintiff

4. I purchased PMP Capital Group Ltd's (the Company) securities

TSV. I am both a Class I and a Class II Member, as those terms are defined in the settlement agreement, dated November 20, 2000 (the Settlement Agreement)

5. In the absence of this class proceeding, I likely would not have commenced action against the Defendants

6. I do not believe that any other person (as defined in the Settlement Agreement) has represented the interests of the Class

against the Defendants with respect to information disseminated by some of them during the IPO and subsequently (the Settlement Agreement). That information concerned the Company's business

8. Prior to the commencement of this action, I spoke to legal counsel regarding the nature of the claim against the Defendants, having discussed

subsequent to the IPO, certain of the Defendants issued statements to the investing public

9. Throughout the course of this litigation, Mr. Lascaris, a partner at Siskinds having

10. I understand that settlement negotiations took place involving only the PMP Defendants (as defined in the Settlement Agreement), mediated

in the Settlement Agreement). My instructions were sought, given, and implemented by Siskinds throughout this process.

The Terms of Settlement

I instructed Siskinds to seek approval of

CS28,651,700 after conversion to Canadian dollars, plus the interest accrued to the date the Settlement Fund is disbursed (the Settlement Fund).

agreement to adopt certain technical, clarifying changes to the (i) mandate of the Company's Board of Directors, and (ii) the Company's... and reasonable consideration for the dismissal of this action.

of Class Counsel (as defined at paragraph 17 below) shall also be deducted from the

Class Counsel Fees

16. This litigation was undertaken on a contingency basis such that Siskinds would not be

action has been initiated in three jurisdictions by several groups of creditors.

FRANCIS, Esquirol and Dine LLP and
FRANK, HARTON, WELCH, and FAYARD

Rochon Genova and Sons, Grossberg LLP
and Class II in connection with the allocation of the proceeds of the

and Class II in connection with the allocation of the proceeds of the
CLASS II (ALL OF THE ABOVE) LAW FIRM HAS ADVISED TO SUCCESSORS

begin reattain my approval of it.

of \$1,700,000 and

that Class Counsel will continue to do legal work and have expenses associated with the approval and implementation of this Settlement Agreement for approximately one additional year. I am informed by Mr. Lascaris that Siskinds estimates that, by the time the Settlement Agreement has been approved in Ontario


amount of legal fees for all such counsel, excluding Quebec counsel in the Ontario

Class II members other than those resident in Quebec will be approved

CS\$1,074,438.70.

Settlement Agreement, that no other legal fees will be sought by any class counsel, or any other source, in any other proceeding or account in connection with this litigation.

SWORN or AFFIRMED BEFORE ME



Commissioner for Taking Affidavits



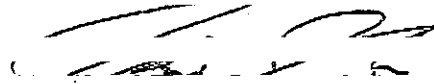
Plaintiff

THIS IS EXHIBIT "A" MENTIONED

AND REFERRED TO IN THE AFFIDAVIT OF

SWORN BEFORE ME IN THE CITY OF *T. P. G. H. S.*

THIS 10th DAY OF JANUARY, 2007.



A Commissioner, etc.

the law firm of Skidmore, Crowne, Davis & Lerner LLP, Skidmore, Crowne, Davis & Lerner LLP, 100 Park Avenue, New York, New York 10017.

1000, representing or representing the class of investors who purchased

FIMF Capital Group Ltd. ("FIMF") from March 1, 2005 to November 15, 2005 (the "class period"). I hereby

authorize Skidmore, Crowne, Davis & Lerner LLP, Skidmore, Crowne, Davis & Lerner LLP, 100 Park Avenue, New York, New York 10017, to

bring this lawsuit on behalf of the class of investors who purchased FIMF securities in

behalf against the following investment firms that underwrote the initial public offering of FIMF securities in

who issued a recommendation regarding FIMF securities in or about August 2005. Finally, I authorize

those of persons similarly situated to me

I understand that this litigation is to be pursued on a contingency basis such that fees and

Class proceeds to

...towards the cost of notice and administration. I understand that the contingency fee requested will be

I understand that Siskinds will pay the cost of all disbursements with respect to this action and

I understand that Siskinds may associate with other law firms in Canada and the United States.

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 Fint securities.

I understand and agree that, in retaining [redacted] required in order to fulfil those services and related obligations. I have read the Siskinds Privacy Policy

A. G. W.

Tim Gould

11/11/11
11/11/11

OSHOWA L13 629

SUBJECT: TITIC
P.O. BOX 4000
SISKIYOU COUNTY
YUKON, ALASKA

DATE: 3/11/81

RE: FISHERY

ALASKA
GENERAL
SISKIYOU COUNTY
YUKON, ALASKA

SISKIYOU
Barricade
680 West
P.O. Box
Loomis, Alaska

Charles
Tel: (581)
Fax: (581)

A. Dixon
Tel: (581)
Fax: (581)

Solomon