

I, Bernard Bellan in my capacity as representative plaintiff, retain Klein, Lyons to act as counsel on my behalf and on behalf of all Crocus Investment Fund shareholders who suffered damages as a result of the reduction in Crocus Investment Fund share value.

I authorize Klein, Lyons to take all necessary steps, incur reasonable expenses and employ such agents and counsel as they consider necessary.

The legal fee paid to Klein, Lyons for its work as class counsel will be thirty-three and a third percent (33.33%) of all amounts class members receive for damages and interest. Applicable taxes (P.S.T. and G.S.T.) will be paid from any funds recovered over and above the fees charged.

Klein, Lyons, will be reimbursed for all disbursements plus interest incurred in work for the common benefit of class members. Interest on disbursements will be calculated at the rate of 10% per annum, not compounded. The payment of legal fees, disbursements and taxes to Klein, Lyons, shall be a first charge on proceeds and shall be made by lump sum at the conclusion of this matter or in any manner that the Court shall direct. I will have no personal liability for any costs or disbursements incurred in this proceeding.

If the services of Klein, Lyons are terminated before a settlement or damage award, they will have the right to a reasonable fee based on services rendered and time spent by the lawyers and support staff.

Section 38 (2) of the Class Proceedings Act provides that "An agreement respecting fees and disbursements between a lawyer and a representative plaintiff is not enforceable unless approved on motion to the court."

Dated at Winnipeg, Manitoba this 21st day of February, 2006

  
Bernard Bellan