

**ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C., 1985 c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF NELSON FINANCIAL GROUP LTD.

Applicant

AFFIDAVIT OF SHERRY TOWNSEND
(Sworn September 30, 2011)

I, **Sherry Townsend**, of the City of Pickering, in the Regional Municipality of Durham, Business Executive, MAKE OATH AND SAY:

1. I was appointed as the Interim Operating Officer (the "IOO") of the Applicant, Nelson Financial Group Ltd., by the Order of this Court made November 22, 2010 (the "IOO Appointment Order"), as such have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
2. Attached hereto as Exhibit "A" to this my affidavit is a true copy of the Engagement Letter under which my consulting corporation, ST Consulting Inc., provided my services as the IOO in accordance with the IOO Appointment Order.
3. My appointment was effective as of November 12, 2010. The functions of the IOO in respect of the executive management of the Applicant ended upon my appointment by the board of directors of Provider Capital Group Inc. as its president and chief executive officer on April 21, 2011. Attached hereto as Exhibit "B" to this my affidavit are true copies of the invoices rendered by ST Consulting Inc. under the Engagement Letter for

the period from November 12, 2010 to April 21, 2011. The total of these accounts, including HST and including the balance of the retainer, is \$106,567.31

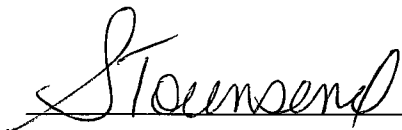
4. I received legal advice for the preparation of the Engagement Letter and the appointment as the IOO from Mr. Rahul Shastri of Kagan Shastri LLP. My costs for such legal advice amounted to \$8,593.65 and the account for such was paid directly by the Applicant.

5. I have necessarily expended additional time in connection with the completion of my functions as IOO including preparing this affidavit and the motion asking the Court to discharge me. If my discharge should be granted unopposed, subject to the direction of the Court, I will waive any further compensation or expense reimbursement under the Engagement Letter beyond the payments that have already been made to me by Provider Capital Group Inc.

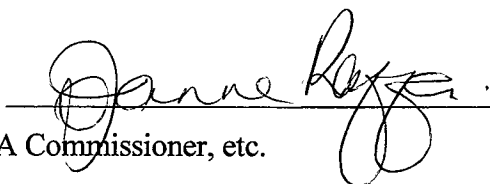
5. All functions and responsibilities of the IOO pursuant to the IOO Appointment Order have been fully performed and all accounts for the services of the IOO rendered by me have been paid in full and approved by the Board of Directors of the Applicant and paid.

6. I make this affidavit in support of the motion for, *inter alia*, approval of the fees paid for the services of the Interim Operating Officer and for my discharge as the Interim Operating Officer.

SWORN before me at the)
City of Pickering in the)
Regional Municipality of Durham)
this 30th day of September, 2011.)



Sherry Townsend



A Commissioner, etc.

JOANNE JOSEPHINE RAFFA,
A COMMISSIONER, ETC.,
PROVINCE OF ONTARIO
FOR NELSON FINANCIAL GROUP LTD.
EXPIRES FEBRUARY 1, 2013.

S.T. CONSULTING INC.

10 Melford Drive, Unit 1
Scarborough, ON., M1B 2G1

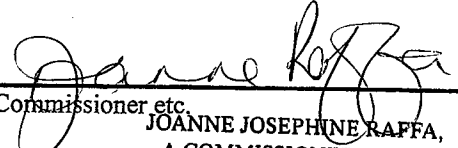
CONFIDENTIAL

November ^{22nd}, 2010

This is Exhibit "A" to the affidavit of Sherry Townsend sworn before me this 30th day of September, 2011

Nelson Financial Group Ltd.
900 Dillingham Road
Ajax, ON., L1W 1Z6

Pickering
Attention: Marc Boutet


A Commissioner etc.
JOANNE JOSEPHINE RAFFA,
A COMMISSIONER, ETC.,
PROVINCE OF ONTARIO
FOR NELSON FINANCIAL GROUP LTD.
EXPIRES FEBRUARY 1, 2013.

Dear Mr. Boutet:

The purpose of this letter is to confirm the understanding and agreement (the "Agreement") between Nelson Financial Group Ltd. (the "Client") and S.T. Consulting Inc. ["STCI"] concerning the Client's engagement of STCI to provide the management services of Sherry Townsend as chief executive officer and as Interim Operations Officer, as defined hereafter (the "Services") in connection with Client's current restructuring efforts being undertaken under the CCAA process before the Superior Court of Justice (the "Court") in File No. 10-8630-00CL (the "Restructuring Proceedings"). This Agreement will be effective as of November 12, 2010, (the "Effective Date"). The STCI Standard Terms and Conditions attached hereto as Exhibit "A" are also incorporated herein and form part of this Agreement.

1. Services

STCI will provide Sherry Townsend to serve as the Client's Interim Operating Officer (the "IOO"). The IOO shall direct, supervise and manage the business and assets of the Client in accordance with the powers established by the order of the Court approving this engagement and appointing Sherry Townsend..

The engagement of STCI to perform the Services shall be subject to the approval of the Court and shall be substantially as provided in this Agreement as modified by the specific provisions of the order of the Court approving this engagement and appointing the IOO. The Client shall file or cause to be filed all required applications, including the Application, for the employment or retention of STCI at the earliest practical time.

The Services do not include (i) audit, legal, tax, environmental, accounting, actuarial, employee benefits, insurance advice or similar specialist and other professional services which are typically outsourced and which shall be obtained directly where required by the Client at Client's expense; or (ii) investment banking, including valuation or securities analysis, including advising any party or representation of the Client on the purchase, sale or exchange of securities or representation of the Client in securities

JMR

transactions. STCI is not a registered broker-dealer in any jurisdiction and will not offer advice or its opinion or any testimony on valuation or exchanges of securities or on any matter for which STCI is not appropriately licensed or accredited. The Client agrees to supply office space, and office and support services to STCI as reasonably requested by STCI in connection with the performance of its duties hereunder.

1. Compensation

Monthly Fee

For services rendered in connection with this assignment, the Client agrees to pay STCI a monthly, non-refundable advisory fee of CAD \$12,500 per month for the services of Sherry Townsend.

Expenses

In addition to the fees outlined above, STCI will bill for reasonable direct expenses. On no less than a bi-weekly basis, STCI will provide the Client with reasonably detailed billing statements with respect to such expenses. Direct expenses include reasonable and customary out-of-pocket expenses which are billed directly to the engagement such as certain telephone, overnight mail, messenger, travel, meals, accommodations and other expenses specifically related to the engagement. Further, if STCI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this matter, STCI will be compensated by you at its regular hourly rates of CAD \$345 and reimbursed for reasonable allocated and direct expenses (including counsel fees) with respect thereto.

Cash on Account:

Immediately upon execution of this Agreement or as authorized by the Court, Client will fund the amount of CAD \$12,500 "on account," to be held as an "evergreen retainer" and as continuing security for the payment of fees and expenses to STCI and to be applied to any unpaid amounts due to STCI at the completion of our engagement, with the unused portion of the retainer refunded to the Client upon payment in full of all fees and expenses. Notwithstanding the foregoing, STCI may apply the cash held on account to any unpaid invoices in the event the Client fails to make timely payment. Subject to obtaining any required Court approvals, the Client agrees to increase or supplement the Cash on Account from time to time during the course of the Engagement in such amounts as the Client and we mutually shall agree are reasonably necessary to a level that will be sufficient to fund Engagement fees, charges, and disbursements to be incurred.

Invoicing and Payments:

STCI will send the Client periodic invoices for fees, charges and disbursements and, in certain circumstances, an invoice may be for estimated fees, charges and disbursements through a date certain. The Client agrees upon submission of each such invoice to wire the invoice amount to us within two (2) business days of our issuing the invoice, without

2. Term

This Agreement is terminable by STCI at any time upon the giving of thirty (30) days written notice. Upon such termination (the "Termination Date"), STCI shall cease work and the Client shall have no further obligation for fees and expenses of STCI arising or incurred after the Termination Date, provided, however, that, notwithstanding any termination in the circumstances described in paragraph (b) of "Additional provisions Regarding Fees", the Client shall reimburse STCI for its out-of-pocket expenses (the "Termination Expenses") incurred in connection with commitments made by STCI prior to the Termination Date with respect to advance travel arrangements reasonably incurred, to the extent STCI is unable to obtain refunds of such expenses. STCI shall provide the Client with reasonable documentation to substantiate all Termination Expenses for which payment is requested.

3. Availability of Information

In connection with STCI's activities on the Client's behalf, the Client agrees (i) to furnish STCI with all information and data concerning the business and operations of the Client which STCI reasonably requests, and (ii) to provide STCI with reasonable access to the Client's officers, directors, partners, employees, retained consultants, independent accountants, and legal counsel. STCI shall not be responsible for the truth or accuracy of materials and information received by STCI under this agreement.

4. Notices

Notices under this Agreement to the Client shall be provided as set forth in paragraph 2(e).

Notices to STCI shall be to:

10 Melford Drive, Unit 1
Scarborough, ON., M1B 2G1

Attn: Sherry Townsend
P. 416.431.6967 (ext 24)
F. 416.431.6946
E. pppsherry@bellnet.ca

Notices shall be provided by (a) fax and email, (b) hand delivery, or (c) overnight delivery. If provided by fax and email or hand delivery, they shall be deemed effective the date given. If provided by overnight delivery, they shall be deemed effective on the date of actual receipt.

5. Miscellaneous

Subject to the terms of any Order of the Court in the Restructuring Proceeding, this Agreement represents the entire understanding of the parties hereto and supersedes any and all other prior agreements among the parties regarding the subject matter hereof; shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns; may be executed by facsimile (followed by originals sent via regular mail), and in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; and may not be waived, modified or amended unless in writing and signed by a representative of the Client and STCI. The provisions of this Agreement shall be severable. No failure to delay in exercising any right, power or privilege related hereto, or any single or partial exercise thereof, shall operate as a waiver thereof.

If this letter correctly sets forth our understanding, please so acknowledge by signing below and returning a signed copy of this letter to us.

Very truly yours,

S. T. Consulting Inc.

By: Sherry Townsend
Name
: Sherry Townsend
Title: President

ACCEPTED AND AGREED this _____ day of November, 2010.

NELSON FINANCIAL GROUP INC.

By: _____
Name: Marc Boutet
Title: Director

Date: November __, 2010

5. Miscellaneous

Subject to the terms of any Order of the Court in the Restructuring Proceeding, this Agreement represents the entire understanding of the parties hereto and supersedes any and all other prior agreements among the parties regarding the subject matter hereof; shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns; may be executed by facsimile (followed by originals sent via regular mail), and in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; and may not be waived, modified or amended unless in writing and signed by a representative of the Client and STCI. The provisions of this Agreement shall be severable. No failure to delay in exercising any right, power or privilege related hereto, or any single or partial exercise thereof, shall operate as a waiver thereof.

If this letter correctly sets forth our understanding, please so acknowledge by signing below and returning a signed copy of this letter to us.

Very truly yours,

S. T. Consulting Inc.

By: _____
Name
: Sherry Townsend
Title: President

ACCEPTED AND AGREED this 22nd day of November, 2010.

NELSON FINANCIAL GROUP INC.


By: 
Name: Marc Boutet
Title: Director
Date: December
November 3, 2010

EXHIBIT "A"

STANDARD TERMS AND CONDITIONS

The following are the Standard Terms and Conditions on which we will provide the Services to you set forth within the attached letter of engagement with Nelson Financial Group Inc. dated November 22, 2010. The Engagement letter and the Standard Terms and Conditions (collectively the "Engagement Contract") form the entire agreement between us relating to the Services and replace and supersede any previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services. The headings and titles in the Engagement Contract are included to make it easier to read but do not form part of the Engagement Contract.

6. Reports and Advice

Use and purpose of advice and reports – Any advice given or report issued by us is provided solely for your use and benefit and only in connection with the purpose in respect of which the Services are provided. Unless required by law, you shall not provide any advice given or report issued by us to any third party, or refer to us or the Services, without our prior written consent. In no event, regardless of whether consent has been provided, shall we assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available.

7. Information and Assistance

- (a) **Provision of information and assistance** – Our performance of the Services is dependent upon your providing us with such information and assistance as we may reasonably require from time to time.
- (b) **Punctual and accurate information** – You shall use reasonable skill, care and attention to ensure that all information we may reasonably require is provided on a timely basis and is accurate and complete and relevant for the purpose for which it is required. You shall also notify us if you subsequently learn that the information provided is incorrect or inaccurate or otherwise should not be relied upon.
- (c) **No assurance on financial data** – While our work may include an analysis of financial and accounting data, the Services will not include an audit, compilation or review of any kind of any financial statements or components thereof. Client management will be responsible for any and all financial information they provide to us during the course of this Engagement, and we will not examine or compile or verify any such financial information. Moreover, the circumstances of the Engagement



may cause our advice to be limited in certain respects based upon, among other matters, the extent of sufficient and available data and the opportunity for supporting investigations in the time period. Accordingly, as part of this Engagement, we will not express any opinion or other form of assurance on financial statements of the Client.

- (d) **Prospective financial information**—In the event the Services involve prospective financial information, our work will not constitute an examination or compilation, or apply agreed-upon procedures, in accordance with standards established by the Canadian Institute of Chartered Accountants or otherwise, and we will express no assurance of any kind on such information. There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We will take no responsibility for the achievability of results or events projected or anticipated by the management of the Client.

8. Additional Services

Responsibility for other parties – You shall be solely responsible for the work and fees of any other party engaged by you to provide services in connection with the Engagement regardless of whether such party was introduced to you by us. Except as provided in this Engagement Contract, we shall not be responsible for providing or reviewing the advice or services of any such third party, including advice as to legal, regulatory, accounting or taxation matters. Further, we acknowledge that we are not authorized under our Engagement Contract to engage any third party to provide services or advice to you, other than our agents or independent contractors engaged to provide Services, without your written authorization.

9. Confidentiality

- (a) **Restrictions on confidential information** – Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this or any other contract between us. Except as provided below, neither party will disclose the other party's confidential information to any third party without the other party's consent. Confidential information shall not include information that:
- a. is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 4(a);

b. is acquired from a third party who, to the recipient party's knowledge, owes no obligation of confidence in respect of the information; or

c. is or has been independently developed by the recipient.

(b) **Disclosing confidential information** – Notwithstanding Clause 1.1 or 4(a) above, either party will be entitled to disclose confidential information of the other to a third party to the extent that this is required by valid legal process, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other party.

(c) **Citation of engagement** – Without prejudice to Clause 4.1 and Clause 4(a) above, to the extent our engagement is or becomes known to the public, we may cite the performance of the Services to our clients and prospective clients as an indication of our experience, unless we and you specifically agree otherwise in writing.

(d) **Maintenance of workpapers** – Notwithstanding the above, we may keep one archival set of our working papers from the Engagement, including working papers containing or reflecting confidential information, in accordance with our internal policies.

10. Continuation of Terms

The terms of the Engagement that by their context are intended to be performed after termination or expiration of this Engagement Contract, including but not limited to, Clauses 3 and 4 of the Engagement letter, and Clauses 1, 4, 6 and 7 of the Standard Terms and Conditions, are intended to survive such termination or expiration and shall continue to bind all parties.

11. Indemnification and Liability Limitation

The Client agrees to indemnify and hold harmless STCI and its shareholders, directors, officers, managers, employees, contractors, agents and controlling persons (each, an "Indemnified Party") from and against any losses, claims, damages or expenses, or if same was or is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any hearing, inquiry or investigation, in each case by reason of (or arising in part out of) any event or occurrence related to this agreement or any predecessor agreement for services or the fact that any Indemnified Party is or was an agent, officer director, employee or fiduciary of the Client, or by reason of any action or inaction on the part of any Indemnified Party while serving in such capacity (an "Indemnifiable Event") against

expenses (including reasonable attorneys' fees and disbursements), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any Indemnifiable Event. The Application shall include the assumption by the Client of STCI's right to indemnification in respect of its actions under this Agreement prior to the Petition Date. The Indemnified Party shall promptly forward to the Client all written notifications and other matter communications regarding any claim that could trigger the Client's indemnification obligations under this Section 6. If the Client so elects or is requested by an Indemnified Party, the Client will assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the reasonable fees and disbursements of such counsel. In the event, however, such Indemnified Party is advised by counsel that having common counsel would present such counsel with a conflict of interest or if the defendants in, or targets of, any such action or proceeding include both an Indemnified Party and the Client, and such Indemnified Party is advised by counsel that there may be legal defenses available to it or other Indemnified Parties that are different from or in addition to those available to the Client, or if the Client fails to assume the defense of the action or proceeding or to employ counsel reasonably satisfactory to such Indemnified Party, in either case in a timely manner, then such Indemnified Party may employ separate counsel to represent or defend it in any such action or proceeding and the Client will pay the reasonable fees and disbursements of such counsel; provided, however, that the Client will not be required to pay the fees and disbursements of more than one separate counsel (in addition to local counsel) for an Indemnified Party in any jurisdiction in any single action or proceeding. In any action or proceeding the defense of which the Client assumes, the Indemnified Party will have the right to participate in such litigation and to retain its own counsel at such Indemnified Party's own expense. The Client further agrees that the Client will not, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party or any other Indemnified Party is an actual or potential party to such claim, action, suit or proceeding) unless (i) to the extent that such settlement, compromise or consent purports directly or indirectly to cover the Indemnified Party or any other Indemnified Party, such settlement, compromise or consent includes an unconditional release of the Indemnified Party and each other Indemnified Party from all liability arising out of such claim, action, suit or proceeding, or (ii) to the extent that such settlement, compromise or consent does not purport directly or indirectly to cover the Indemnified Party or any other Indemnified Party, the Client has given the Indemnified Party reasonable prior written notice thereof and used all reasonable efforts, after consultation with the Indemnified Party, to obtain an unconditional release of the other Indemnified Parties hereunder from all liability arising from all liability arising out of such claim, action, suit or proceeding. The Indemnified Party shall not enter into any closing agreement or final settlement that could trigger the Client's indemnification obligations under this Section 6 without the written consent of the Client, which shall not unreasonably be withheld or delayed or conditioned. The Client will not be liable for any settlement of any action, claim, suit or proceeding affected without the Client's prior written consent, which consent shall not be

unreasonably withheld or delayed or conditioned, but if settled with the consent of the Client or if there be a final judgment for the plaintiff, the Client agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement or judgment, as the case may be.

This indemnity shall not apply to any portion of any such losses, claims, damages, liabilities and expenses to the extent it is found in a final judgment by a court of competent jurisdiction to have resulted primarily from the gross negligence, willful misconduct or violation of law of any such Indemnified Party.

Limitation of liability – You agree that no Indemnified Person shall have any liability as a result of your retention of STCI, the execution and delivery of this Engagement Contract, the provision of Services or other matters relating to or arising from this Engagement Contract, other than liabilities that shall have been determined by final non-appealable order of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Indemnified Person or Persons in respect of whom such liability is asserted.

12. Governing Law and Jurisdiction

The Engagement Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario. The Court having jurisdiction over the Restructuring Proceedings shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Contract and any matter arising from it. The parties submit to the jurisdiction of such Courts and irrevocably waive any right they may have to object to any action being brought in these Courts, to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have jurisdiction.

Confirmation of Standard Terms and Conditions

We agree to engage STCI upon the terms set forth in these Standard Terms and Conditions as outlined above.

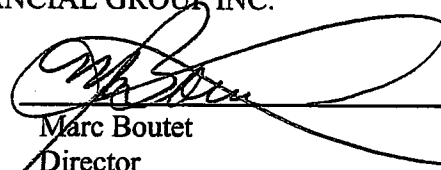
NELSON FINANCIAL GROUP INC.

By:

Name:

Title:

Date:



Marc Boutet
Director
December 3
November 3, 2010

ST CONSULTING INC.

10 Melford Drive
 Unit#1
 Scarborough, Ontario M1B 2G1
 CANADA

INVOICE

Invoice No.: 1
 Date: 01/03/2011
 Ship Date:
 Page: 1
 Re: Order No.

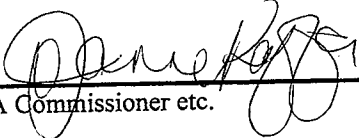
Sold to:

Nelson Finance
 Stephanie
 900 Dillingham Rd.
 Pickering, Ontario L1W 1Z6
 Canada

Ship to:

Nelson Finance
 Stephanie
 900 Dillingham Rd.
 Pickering, Ontario L1W 1Z6
 Canada

Business No.: 84199 8115

Description	Tax	Amount	Tax amount
Evergreen Retainer		6,250.00	812.50
Subtotal:		6,250.00	
H - HST 13% HST			812.50
<i>See invoice #28</i>			
<p>This is Exhibit "B" to the affidavit of Sherry Townsend sworn before me this 30th day of September, 2011</p> <p> _____ A Commissioner etc.</p> <p style="text-align: right;">JOANNE JOSEPHINE RAFFA, A COMMISSIONER, ETC., PROVINCE OF ONTARIO FOR NELSON FINANCIAL GROUP LTD. EXPIRES FEBRUARY 1, 2013.</p>			

Shipped By:	Tracking Number:		
Terms: Net 10. Due 01/13/2011.			
Comment:		Total Amount	7,062.50
Sold By:			

ST CONSULTING INC.

10 Melford Drive
 Unit#1
 Scarborough, Ontario M1B 2G1
 CANADA

INVOICE

Invoice No.: 2
 Date: 01/03/2011
 Ship Date:
 Page: 1
 Re: Order No.

Sold to:

Nelson Finance
 Stephanie
 900 Dillingham Rd.
 Pickering, Ontario L1W 1Z6
 Canada

Ship to:

Nelson Finance
 Stephanie
 900 Dillingham Rd.
 Pickering, Ontario L1W 1Z6
 Canada

Business No.: 84199 8115

Description	Tax	Amount	Tax amount
Evergreen Retainer		6,250.00	812.50
November 12-15 - \$1,875.00			
Balance - \$4,375.00			
Subtotal:		6,250.00	
H - HST 13%			812.50
HST			
<i>All invoice #28</i>			
			<i>INVOICE #1+2</i>
			<i>12,500.00</i>
			<i>1,875.00</i>
			<i>9,887.92</i>
		<i>6250</i>	<i>737.08</i>

Shipped By:	Tracking Number:	Total Amount	7,062.50
Terms: Net 10. Due 01/13/2011.	Comment:		
Sold By:			

ST CONSULTING INC.

10 Melford Drive
Unit#1
Scarborough, Ontario M1B 2G1
CANADA

INVOICE

Invoice No.: 3
Date: 01/03/2011
Ship Date:
Page: 1
Re: Order No.

Sold to:

Nelson Finance
Stephanie
900 Dillingham Rd.
Pickering, Ontario L1W 1Z6
Canada

Ship to:

Nelson Finance
Stephanie
900 Dillingham Rd.
Pickering, Ontario L1W 1Z6
Canada

Business No.: 84199 8115

Unit	Quantity	Description	Tax	Unit Price	Amount
	1	Consulting Fee November 16, 2010 to November 30, 2010	H	6,250.00	6,250.00
		Subtotal:			6,250.00
		H - HST 13% HST			812.50
Shipped By: Tracking Number:					Total Amount
Terms: Net 10. Due 01/13/2011.					
Comment:					
Sold By:					7,062.50

ST CONSULTING INC.

10 Melford Drive
Unit#1
Scarborough, Ontario M1B 2G1
CANADA

INVOICE

Invoice No.: 4
Date: 01/03/2011
Ship Date:
Page: 1
Re: Order No.

Sold to:

Nelson Finance
Stephanie
900 Dillingham Rd.
Pickering, Ontario L1W 1Z6
Canada

Ship to:

Nelson Finance
Stephanie
900 Dillingham Rd.
Pickering, Ontario L1W 1Z6
Canada

Business No.: 84199 8115

Unit	Quantity	Description	Tax	Unit Price	Amount
	1	Consulting Fee from December 1, 2010 to December 15, 2010	H	6,250.00	6,250.00
		Subtotal:			6,250.00
		H - HST 13% HST			812.50

Shipped By:	Tracking Number:			
Terms: Net 10. Due 01/13/2011.				
Comment:				
Sold By:				
			Total Amount	7,062.50

ST CONSULTING INC.

10 Melford Drive
Unit#1
Scarborough, Ontario M1B 2G1
CANADA

INVOICE

Invoice No.: 5
Date: 01/03/2011
Ship Date:
Page: 1
Re: Order No.

Sold to:

Nelson Finance
Stephanie
900 Dillingham Rd.
Pickering, Ontario L1W 1Z6
Canada

Ship to:

Nelson Finance
Stephanie
900 Dillingham Rd.
Pickering, Ontario L1W 1Z6
Canada

Business No.: 84199 8115

Unit	Quantity	Description	Tax	Unit Price	Amount
	1	Consulting Fee from December 16, 2010 to December 31, 2010	H	6,250.00	6,250.00
		Subtotal:			6,250.00
		H - HST 13% HST			812.50

Shipped By:	Tracking Number:	Total Amount	7,062.50
Terms: Net 10. Due 01/13/2011.			
Comment:			
Sold By:			

ST CONSULTING INC.

10 Melford Drive
 Unit#1
 Scarborough, Ontario M1B 2G1
 CANADA

INVOICE

Invoice No.: 6
 Date: 01/01/2011
 Ship Date:
 Page: 1
 Re: Order No.

Sold to:

Nelson Finance
 Stephanie
 900 Dillingham Rd.
 Pickering, Ontario L1W 1Z6
 Canada

Ship to:

Nelson Finance
 Stephanie
 900 Dillingham Rd.
 Pickering, Ontario L1W 1Z6
 Canada

Business No.: 84199 8115

Unit	Quantity	Description	Tax	Unit Price	Amount
	1	Consulting fee from January 1, 2011 to January 15, 2011	H	6,250.00	6,250.00
		Subtotal:			6,250.00
		H - HST 13% HST			812.50

Shipped By:	Tracking Number:				
Terms: Net 10. Due 01/11/2011.					
Comment:					
Sold By:					
Total Amount					7,062.50

ST CONSULTING INC.

10 Melford Drive
Unit#1
Scarborough, Ontario M1B 2G1
CANADA

INVOICE

Invoice No.: 7
Date: 01/16/2011
Ship Date:
Page: 1
Re: Order No.

Sold to:

Nelson Finance
Stephanie
900 Dillingham Rd.
Pickering, Ontario L1W 1Z6
Canada

Ship to:

Nelson Finance
Stephanie
900 Dillingham Rd.
Pickering, Ontario L1W 1Z6
Canada

Business No.: 84199 8115

Unit	Quantity	Description	Tax	Unit Price	Amount
	1	Consulting fee from January 16, 2011 to January 31, 2011	H	6,250.00	6,250.00
		Subtotal:			6,250.00
		H - HST 13% HST			812.50

Shipped By: Tracking Number:

Terms: Net 10. Due 01/26/2011.

Comment:

Sold By:

Total Amount	7,062.50
---------------------	----------

ST CONSULTING INC.

10 Melford Drive
 Unit#1
 Scarborough, Ontario M1B 2G1
 CANADA

INVOICE

Invoice No.: 8
 Date: 02/01/2011
 Ship Date:
 Page: 1
 Re: Order No.

Sold to:

Nelson Finance
 Stephanie
 900 Dillingham Rd.
 Pickering, Ontario L1W 1Z6
 Canada

Ship to:

Nelson Finance
 Stephanie
 900 Dillingham Rd.
 Pickering, Ontario L1W 1Z6
 Canada

Business No.: 84199 8115

Unit	Quantity	Description	Tax	Unit Price	Amount	
		Consulting fee from February 1, 2011 to February 15, 2011	H		6,250.00	
		Subtotal:			6,250.00	
		H - HST 13% HST			812.50	
Shipped By: Tracking Number: Terms: Net 10. Due 02/11/2011. Comment:					Total Amount	7,062.50
Sold By:						

ST CONSULTING INC.

10 Melford Drive
 Unit#1
 Scarborough, Ontario M1B 2G1
 CANADA

INVOICE

Invoice No.: 9
 Date: 02/16/2011
 Ship Date:
 Page: 1
 Re: Order No.

Sold to:

Nelson Finance
 Stephanie
 900 Dillingham Rd.
 Pickering, Ontario L1W 1Z6
 Canada

Ship to:

Nelson Finance
 Stephanie
 900 Dillingham Rd.
 Pickering, Ontario L1W 1Z6
 Canada

Business No.: 84199 8115

Unit	Quantity	Description	Tax	Unit Price	Amount	
		Consulting fee from February 16, 2011 to February 28, 2011	H		6,250.00	
		Subtotal:			6,250.00	
		H - HST 13% HST			812.50	
Shipped By: Tracking Number: Terms: Net 10. Due 02/26/2011. Comment:					Total Amount	7,062.50
Sold By:						

ST CONSULTING INC.

10 Melford Drive
Unit#1
Scarborough, Ontario M1B 2G1
CANADA

INVOICE

Invoice No.: 10
Date: 03/01/2011
Ship Date:
Page: 1
Re: Order No.

Sold to:

Nelson Finance
Stephanie
900 Dillingham Rd.
Pickering, Ontario L1W 1Z6
Canada

Ship to:

Nelson Finance
Stephanie
900 Dillingham Rd.
Pickering, Ontario L1W 1Z6
Canada

Business No.: 84199 8115

Unit	Quantity	Description	Tax	Unit Price	Amount
		Consulting Fee from March 1, 2011 to March 15, 2011	H		6,250.00
		Subtotal:			6,250.00
		H - HST 13% HST			812.50

Shipped By: Tracking Number:

Terms: Net 10. Due 03/11/2011.

Comment:

Sold By:

Total Amount

7,062.50

ST CONSULTING INC.

10 Melford Drive
Unit#1
Scarborough, Ontario M1B 2G1
CANADA

INVOICE

Invoice No.: 11
Date: 03/16/2011
Ship Date:
Page: 1
Re: Order No.

Sold to:

Nelson Finance
Stephanie
900 Dillingham Rd.
Pickering, Ontario L1W 1Z6
Canada

Ship to:

Nelson Finance
Stephanie
900 Dillingham Rd.
Pickering, Ontario L1W 1Z6
Canada

Business No.: 84199 8115

Unit	Quantity	Description	Tax	Unit Price	Amount	
		Consulting Fee from March 16, 2011 to March 31, 2011	H		6,250.00	
		Subtotal:			6,250.00	
		H - HST 13% HST			812.50	
Shipped By: Tracking Number: Terms: Net 10. Due 03/26/2011. Comment:					Total Amount	7,062.50
Sold By:						

ST CONSULTING INC.

10 Melford Drive
Unit#1
Scarborough, Ontario M1B 2G1
CANADA

INVOICE

Invoice No.: 12
Date: 04/01/2011
Ship Date:
Page: 1
Re: Order No.

Sold to:

Nelson Finance
Stephanie
900 Dillingham Rd.
Pickering, Ontario L1W 1Z6
Canada

Ship to:

Nelson Finance
Stephanie
900 Dillingham Rd.
Pickering, Ontario L1W 1Z6
Canada

Business No.: 84199 8115

Unit	Quantity	Description	Tax	Unit Price	Amount
		CONSULTING FEE APRIL 1, 2011 TO APRIL 15, 2011	H		6,250.00
		Subtotal:			6,250.00
		H - HST 13% HST			812.50

Shipped By: Tracking Number:

Terms: Net 10. Due 04/11/2011.

Comment:

Sold By:

Total Amount	7,062.50
---------------------	----------

ST CONSULTING INC.

10 Melford Drive
 Unit#1
 Scarborough, Ontario M1B 2G1
 CANADA

INVOICE

Invoice No.: 13
 Date: 04/16/2011
 Ship Date:
 Page: 1
 Re: Order No.

Sold to:

Nelson Finance
 Stephanie
 900 Dillingham Rd.
 Pickering, Ontario L1W 1Z6
 Canada

Ship to:

Nelson Finance
 Stephanie
 900 Dillingham Rd.
 Pickering, Ontario L1W 1Z6
 Canada

Business No.: 84199 8115

Unit	Quantity	Description	Tax	Unit Price	Amount
		CONSULTING FEE APRIL 16, 2011 TO APRIL 30, 2011	H		6,250.00
		Subtotal:			6,250.00
		H - HST 13% HST			812.50
		<i>6 days @ 625. 3,750.00</i>			
				<i>Assign April 16-21. HST</i>	<i>2500.00 325.00 <hr/>2825.00</i>

Shipped By:	Tracking Number:	Total Amount	7,062.50
Terms: Net 10. Due 04/26/2011.	Comment:		
Sold By:			

ST CONSULTING INC.

10 Melford Drive
 Unit#1
 Scarborough, Ontario M1B 2G1
 CANADA

INVOICE

Invoice No.: 14
 Date: 04/16/2011
 Ship Date:
 Page: 1
 Re: Order No.

Sold to:

Nelson Finance
 Stephanie
 900 Dillingham Rd.
 Pickering, Ontario L1W 1Z6
 Canada

Ship to:

Nelson Finance
 Stephanie
 900 Dillingham Rd.
 Pickering, Ontario L1W 1Z6
 Canada

Business No.: 84199 8115

Unit	Quantity	Description	Tax	Unit Price	Amount
		ATTENDANCE IN COURT NOVEMBER 22, 2010 (5 HOURS)	H	345.00	1,725.00
		ATTENDANCE IN COURT DECEMBER 1, 2010 (5 HOURS)	H	345.00	1,725.00
		ATTENDANCE IN COURT FEB 28, 2011 (5 HOURS)	H	345.00	1,725.00
		ATTENDANCE IN COURT MARCH 26, 2011 (5 HOURS)	H	345.00	1,725.00
		ATTENDANCE IN COURT APRIL 6, 2011 (5 HOURS)	H	345.00	1,725.00
		ATTENDANCE IN COUNT APRIL 16, 2011 (5 HOURS)	H	345.00	1,725.00
		ATTENDANCE IN COURT APRIL 20, 2011 (5 HOURS)	H	345.00	1,725.00
		Subtotal:			12,075.00
		H - HST 13% HST			1,569.75

Shipped By:	Tracking Number:	Total Amount	13,644.75
Terms: Net 10. Due 04/26/2011.			
Comment:			
Sold By:			

ST CONSULTING INC.

10 Melford Drive
 Unit#1
 Scarborough, Ontario M1B 2G1
 CANADA

INVOICE

Invoice No.: 28
 Date: 04/21/2011
 Ship Date:
 Page: 1
 Re: Order No.

Sold to:

Nelson Finance
 900 Dillingham Rd.
 Pickering, Ontario L1W 1Z6
 Canada

Ship to:

Nelson Finance
 900 Dillingham Rd.
 Pickering, Ontario L1W 1Z6
 Canada

*Evergreen Close
 credit to invoice # 1 + 2*

Business No.: 84199 8115

Description	Tax	Amount	Tax amount
kilometer charge court 5 x .47 cents 100 kilo return courthouse	H	235.00	30.55
kilometer charge london 4 x 450 kilometers interview sales reps	H	846.00	109.98
kilometer charge Peterborough 1 x 200 kilometer shoepase	H	94.00	12.22
kilometer charge burlington 2 x 200 kilometer Transunion	H	188.00	24.44
kilometer charge re Avnazare 2 x 200	H	188.00	24.44
Website design Seven studios	H	920.00	119.60
PCG LOGO DESIGN	H	620.00	80.60
BUSINESS CARD DESIGN	H	320.00	41.60
NELSON POSTERS	H	145.00	18.85
NELSON BUSINESS CARDS	H	140.00	18.20
NELSON BUSINESS CARDS	H	315.00	40.95
Provider Business cards	H	680.00	88.40
2500 envelopes 9 x 12 mailings	H	75.00	9.75
cell phone charges	H	1,196.22	155.51
meeting Prestine Solutions 100 kilometer	H	47.00	6.11
banner stands 2 x 250.00	H	500.00	65.00
grocery group kiliometer 4 x 40 kilo	H	75.20	9.78
Chamber foods 5 x 18 kilo	H	42.30	5.50
Five Star peterborough 1 x 200 kilometer	H	94.00	12.22
Uxbridge Doug turner 3 x 70	H	98.70	12.83
Richard Jones 3 x 90 kilo	H	126.90	16.50
monitor2 x 90 kilo	H	84.60	11.00
Trade show 3 x 100 kilo	H	141.00	18.33
New pcg business cards	H	350.00	45.50
display trade show	H	1,476.00	191.88
tent cards	H	800.00	104.00
photo copy	H	90.00	11.70
charged against evergreen invoice # 1 and # 2 company to pay difference	H		
Subtotal:		9,887.92	
H - HST 13%			
HST		1,285.44	

Shipped By: Tracking Number:

Terms: Net 10. Due 05/01/2011.

Comment:

assign to invoice # 1 + 2.

Sold By:

Total Amount	11,173.36
---------------------	-----------

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
03/01/2011	Bill	Office Supplies	CAD 135.00	CAD 135.00		CAD 135.00
03/01/2011	Bill	Lunch Expense	CAD 14.81	CAD 14.81		CAD 14.81
03/01/2011	Bill	Office Supplies	CAD 61.29	CAD 61.29		CAD 61.29
				Cheque Amount		CAD 211.10

TD Canada Trust

CAD 211.10

614453162191-1 SLF108 To re-order call Davis + Henderson 1-866-696-1987 (M-F, 8am to 8pm EST)

GoToMyPC : Computer Limit Reached

Page 1 of 1



POSTED
03/24/11

- My Computers
 - Access Activity
- My Account
 - Customer News
 - Support & FAQs
 - Beta Participation
 - Forum
 - Log Out

Your Plan Has Reached its Computer Limit

You currently have a **Personal 3-PC Annual plan**. If you would like to add another computer, you can choose one of your computers to replace, or add more computers to your current plan.

Replace a Computer



Choose one of your existing computers you would like to replace.

Brad's New Comp

Continue

Add More Computers to Your Plan



Choose how many computers you would like to add to your plan, or change your plan.

1 more computer (+ \$135.00/yr)

Continue

SS

office supplies for remote accessibility

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
03/09/2011	Bill	Hall Rental	CAD 1,553.75	CAD 1,553.75	✓	CAD 1,553.75
03/09/2011	Bill	February 2011	CAD 0.67	CAD 0.67		CAD 0.67
03/09/2011	Bill	February 2011	CAD 58.44	CAD 58.44		CAD 58.44
03/09/2011	Bill	February 2011	CAD 20.74	CAD 20.74		CAD 20.74
03/09/2011	Bill	February 2011	CAD 4.00	CAD 4.00		CAD 4.00
03/09/2011	Bill	February 2011	CAD 12.00	CAD 12.00		CAD 12.00
03/09/2011	Bill	February 2011	CAD 19.00	CAD 19.00		CAD 19.00
03/09/2011	Bill	February 2011	CAD 26.54	CAD 26.54		CAD 26.54
				Cheque Amount		CAD 1,695.14

TD Canada Trust

CAD 1,695.14

614453162191-1 SLF108 To re-order call Davis + Henderson 1-866-695-1987 (M-F, 8am to 8pm EST)

Please be reminded that all invoices are due upon receipt

Invoice

GST # 86811 1105

Event held on Saturday, March 26, 2011

1	Bayly Ballroom @ 0.00	0.00
1	Drop Down Screen and LCD Projector @ 325.00	325.00
1	Wireless handheld microphone @ 50.00	50.00
	Room Charge	1,000.00

	Food	Beverage	Liquor	Equipment	Labor	Room	Other	Total
Subtotal	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$1,000.00	\$325.00	\$1,375.00
Serv Chg	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tax	\$0.00	\$0.00	\$0.00	\$6.50	\$0.00	\$130.00	\$42.25	\$178.75
Total	\$0.00	\$0.00	\$0.00	\$56.50	\$0.00	\$1,130.00	\$367.25	\$1,553.75

Paid	\$1,553.75
Balance	\$0.00

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
03/01/2011	Bill	Courtyard Marriott	CAD 12.00	CAD 12.00		CAD 12.00
03/01/2011	Bill	Fuel expense	CAD 50.24	CAD 50.24		CAD 50.24
03/01/2011	Bill	Investor Committee	CAD 25.31	CAD 25.31		CAD 25.31
03/01/2011	Bill	Parking Expense	CAD 20.00	CAD 20.00		CAD 20.00
03/30/2011	Bill	Rental	CAD 1,553.75	CAD 1,553.75		CAD 1,553.75
					Cheque Amount	CAD 1,661.30

TD Canada Trust

CAD 1,661.30

314453162191-1 SLF108 To re-order call Davis + Henderson 1-866-696-1987 (M-F, 8am to 8pm EST)

00FEB11	Hst-harmonized Sales Tax		0.29	
08Feb11	Market Sundries		2.21	
08Feb11	Hst-harmonized Sales Tax		0.29	
08Feb11	Market Sundries		2.21	
08Feb11	Hst-harmonized Sales Tax		0.29	
08Feb11	Market Sundries		1.77	
08Feb11	Hst-harmonized Sales Tax		0.23	
08Feb11	Cash			12.00
	Balance:		0.00	

As a Rewards Member, you could have earned points toward your free dream vacation today. Start earning points and elite status, plus enjoy exclusive member offers. Enroll today at the front desk.

Want your final hotel bill by email? Just ask the Front Desk! See "Internet Privacy Statement" on Marriott.com.

Bill Payment Stub

Cheque Date:	2/4/2011
Cheque No.:	26237
Cheque Amount:	1,042.94

Nelson Financial Group Ltd.
 900 Dillingham Road
 Pickering, Ontario
 L1W 1Z6

Paid To: S.T. Consulting Inc.
 10 Melford Drive Unit # 1
 Scarborough, ON
 M1B 2G1

Date	Type	Reference	Original Amt.	Balance	Discount	Payment
						78.87
1/31/2011	Bill	January 2011	78.87	78.87		5.17
1/31/2011	Bill	January 2011	5.17	5.17		44.02
1/31/2011	Bill	January 2011	44.02	44.02		24.24
1/31/2011	Bill	January 2011	24.24	24.24		54.71
1/31/2011	Bill	January 2011	54.71	54.71		13.70
1/31/2011	Bill	January 2011	13.70	13.70		16.00
1/31/2011	Bill	January 2011	16.00	16.00		52.85
1/31/2011	Bill	January 2011	52.85	52.85		134.73
1/31/2011	Bill	January 2011	134.73	134.73		19.00
1/31/2011	Bill	January 2011	19.00	19.00		18.00
1/31/2011	Bill	January 2011	18.00	18.00		6.00
1/31/2011	Bill	January 2011	6.00	6.00		90.65
1/31/2011	Bill	January 2011	90.65	90.65		60.20
1/31/2011	Bill	January 2011	60.20	60.20		55.69
1/31/2011	Bill	January 2011	55.69	55.69		44.23
1/31/2011	Bill	January 2011	44.23	44.23		324.88
1/31/2011	Bill	January 2011	324.88	324.88		

Cheque Amount

1,042.94

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C., 1985 c. C-36, AS AMENDED

Court File No. 10-8630-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
Applicant
OF NELSON FINANCIAL GROUP LTD.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

AFFIDAVIT OF
SHERRY TOWNSEND
(Sworn September 30, 2011)

Richard B. Jones
Barrister & Solicitor
Suite 1201, Scotia Plaza
100 Yonge Street
Toronto, ON M5C 2W1

Richard B. Jones (LSUC No.
11575V)
Tel: 416-863-0576
Fax: 416-869-0089
Email: richard.jones@sympatico.ca

Special Counsel to the Interim
Operating Officer