

# Exhibit A



Blake, Cassels & Graydon LLP  
Barristers & Solicitors  
Patent & Trade-mark Agents  
595 Burrard Street, P.O. Box 49314  
Suite 2600, Three Bentall Centre  
Vancouver BC V7X 1L3 Canada  
Tel: 604-631-3300 Fax: 604-631-3309

September 15, 2008

**Roy W. Millen**  
Partner  
Dir: 604-631-4220  
roy.millen@blakes.com

Reference: 70535/3

VIA COURIER

Dickson Murray  
200 - 1152 Mainland Street  
Vancouver, BC V6B 4X2

Attention: Katherine M. Wellburn

**Re: *Dexia v. Rogan*, US District Court, Northern District of Illinois, Eastern Division**

Dear Sirs/Mesdames:

We are counsel to Dexia Credit Local ("Dexia") in respect of certain matters involving Peter and Judith Rogan (the "Rogans"), who we understand to be your clients. We enclose the following materials relating to the Rogans for delivery to you:

1. Temporary Restraining Order with Asset Freeze and other Equitable Relief Directed to Peter G. Rogan, issued by the US District Court for the Northern District of Illinois, Eastern Division on September 4, 2008;
2. Temporary Restraining Order with Asset Freeze and other Equitable Relief Directed to Judith K. Rogan, issued by the US District Court for the Northern District of Illinois, Eastern Division on September 4, 2008; and
3. A CD containing the material submitted to the court by Dexia's US counsel on its application for the above-noted orders.

Yours very truly,

Roy Millen

RQM/dxb

cc: Client  
David T. Neave

50627222.1

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# **Exhibit B**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

DEXIA CREDIT LOCAL, f/k/a/ Dexia Public	)	
Finance Bank and Credit Local de France,	)	
	)	
Plaintiff,	)	
	)	No. 02 C 8288
v.	)	
	)	Judge Matthew F. Kennelly
PETER G. ROGAN, et al.	)	Magistrate Judge Sidney I. Schenkier
	)	
Defendants.	)	

**AFFIDAVIT OF SERVICE**

I, **DREW ARNOTT**, Process Server of #101 – 2439 Beta Avenue, in the City of Burnaby, in the Province of British Columbia, Canada, V5C 5N1, **MAKE OATH AND SAY AS FOLLOWS:**

1. On Friday, September 26th, 2008, at 1:25 p.m., at #603 – 1155 Mainland Street, in the City of Vancouver, British Columbia, Canada, V6B 5P2, I did serve **PETER G. ROGAN**, by sliding under the door of Suite #603, a true copy of the **LETTER of Roy W. Millen**, dated September 25th, 2008, **PRELIMINARY INJUNCTION ORDER WITH ASSET FREEZE AND OTHER EQUITABLE RELIEF DIRECTED TO THE PETER G. ROGAN IRREVOCABLE TRUST**, dated September 24th, 2008, **PRELIMINARY INJUNCTION ORDER WITH ASSET FREEZE AND OTHER EQUITABLE RELIEF DIRECTED TO PETER G. ROGAN**, dated September 24th, 2008, **PRELIMINARY INJUNCTION ORDER WITH ASSET FREEZE AND OTHER EQUITABLE RELIEF DIRECTED TO RRP FINANCE TRUST**, dated September 24th, 2008, and **PRELIMINARY INJUNCTION ORDER WITH ASSET FREEZE AND OTHER EQUITABLE RELIEF DIRECTED TO THE DOMESTIC AND BELIZEAN TRUSTS IN THE NAMES OF ROBERT CASHMAN ROGAN, SARA CAITLIN ROGAN AND BRIAN PETER ROGAN**, dated September 24th, 2008, and all hereto annexed and marked as Exhibits “A”, “B”, “C”, “D” and “E”, to this my Affidavit.

SWORN BEFORE ME, at New Westminster,  
British Columbia, this 2<sup>nd</sup> day of October, 2008



**DREW ARNOTT**

A Commissioner for taking Affidavits  
within the Province of British Columbia

**JOHN S. DYER**  
**BARRISTER & SOLICITOR**  
Cassady & Company  
330 - 522 Seventh Street  
New Westminster, B.C. V3M 5T5  
Tel.: (604) 523-7090

# Exhibit C



**Index to Materials (Dexia Credit Local – US Contempt Motions)**

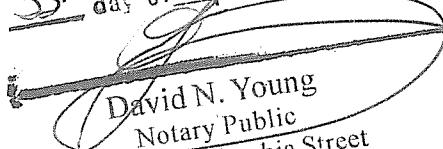
<p>Bucket #1</p>	<ul style="list-style-type: none"> <li>Plaintiff's Notice of Motion dated September 16, 2008 (Dexia Credit Local's Motion <i>Instantly</i> for Leave to file pleadings in excess of 15 pages)</li> <li>Plaintiff's Notice of Motion dated September 16, 2008 (Dexia Credit Local's Motion for a Rule to show cause why Peter G. Rogan should not be held in civil contempt for failing to respond to this Court's citation to discover assets)</li> <li>Plaintiff's Notice of Motion dated September 16, 2008 (Dexia Credit Local's Motion under Fed. R. Crim P. 42(A)(1) for a Rule to show cause why Peter G. Rogan should not be held in criminal contempt for violating Court Orders, executing a fraud on the Court and making false statements to the Court)</li> <li>Plaintiff's Notice of Motion dated September 15, 2008 (Dexia Credit Local's Emergency agreed Motion to amend temporary restraining order regarding asset freeze directed to SunTrust Bank)</li> </ul>
<p>Bucket #2</p>	<ul style="list-style-type: none"> <li>Exhibits to Plaintiff Dexia Credit Local's Motion for a Rule to show cause why Peter G. Rogan should not be held in civil contempt for failing to respond to this Court's citation to discover assets - and - Motion Under Fed. R. Crim P. 42(A)(1) for a Rule to show cause why Peter G. Rogan should not be held in criminal contempt for violating Court Orders, executing a fraud on the Court and making false statements to the Court (<b>Volume 1 of 4</b>)</li> </ul>
<p>Bucket #3</p>	<ul style="list-style-type: none"> <li>Exhibits to Plaintiff Dexia Credit Local's Motion for a Rule to show cause why Peter G. Rogan should not be held in civil contempt for failing to respond to this Court's citation to discover assets - and - Motion Under Fed. R. Crim P. 42(A)(1) for a Rule to show cause why Peter G. Rogan should not be held in criminal contempt for violating Court Orders, executing a fraud on the Court and making false statements to the Court (<b>Volume 2 of 4</b>)</li> </ul>
<p>Bucket #4</p>	<ul style="list-style-type: none"> <li>Exhibits to Plaintiff Dexia Credit Local's Motion for a Rule to show cause why Peter G. Rogan should not be held in civil contempt for failing to respond to this Court's citation to discover assets - and - Motion Under Fed. R. Crim P. 42(A)(1) for a Rule to show cause why Peter G. Rogan should not be held in criminal contempt for violating Court Orders, executing a fraud on the Court and making false statements to the Court (<b>Volume 3 of 4</b>)</li> </ul>
<p>Bucket #5</p>	<ul style="list-style-type: none"> <li>Exhibits to Plaintiff Dexia Credit Local's Motion for a Rule to show cause why Peter G. Rogan should not be held in civil contempt for failing to respond to this Court's citation to discover assets - and - Motion Under Fed. R. Crim P. 42(A)(1) for a Rule to show cause why Peter G. Rogan should not be held in criminal contempt for violating Court Orders, executing a fraud on the Court and making false statements to the Court (<b>Volume 4 of 4</b>)</li> </ul>

**This is Exhibit "A" mentioned and referred to in the affidavit of Drew Arnott, Sworn before me this 22<sup>nd</sup> day of September A.D. 2008**

David N. Young  
 Notary Public  
 301 - 713 Columbia Street  
 New Westminster, B.C. V3M 1B2  
 604-522-3935

*Blakes*

This is Exhibit "B" mentioned  
and referred to in the affidavit of  
Drew Arnett, sworn before me this  
22nd day of September A.D. 2008

  
David N. Young  
Notary Public  
301 - 713 Columbia Street  
New Westminster, B.C. V3M 1B2  
604-522-3935

Blake, Cassels & Graydon LLP  
Barristers & Solicitors  
Patent & Trade-mark Agents  
595 Burrard Street, P.O. Box 49314  
Suite 2600, Three Bentall Centre  
Vancouver BC V7X 1L3 Canada  
Tel: 604-631-3300 Fax: 604-631-3309

David T. Neave  
Dir: 604-631-3338  
david.neave@blakes.com

September 17, 2008

**VIA PERSONAL SERVICE**

Peter G. Rogan and Judith K. Rogan  
Suite 603, 1155 Mainland Street  
Vancouver, BC V6B 5P2

**Re: Dexia Credit Local v. Peter G. Rogan and Judith K. Rogan,  
SCBC Vancouver Registry, Action No. S086398**

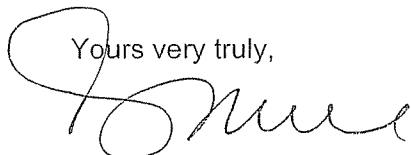
Dear Sirs/Mesdames:

We are counsel to Dexia Credit Local, the plaintiff in the above-noted proceedings ("Proceedings"). We enclose for service upon you in the Proceedings the following materials:

1. Schedule "B" – Notice to the Defendants;
2. Writ of Summons and Statement of Claim;
3. Order of Mr. Justice Walker issued on September 12, 2008;
4. Affidavit #1 of S. Mendeloff sworn on September 4, 2008;
5. Affidavit #2 of S. Mendeloff sworn on September 4, 2008;
6. Affidavit #1 of A. Tjorhom sworn on September 8, 2008; and
7. Affidavit #1 of F. Marx sworn on September 11, 2008.

As you will see from the terms of the Order, it requires each of you to refrain from dealing with your assets, and to file an affidavit listing all of your assets by no later than 14 days from the date of service of the Order. Should you fail to comply with those requirements, we anticipate that we will be instructed to apply to have you held in contempt of court.

Yours very truly,



David T. Neave

DTN/dm  
Enclosures

50627481.1

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Blake, Cassels & Graydon LLP  
Barristers & Solicitors  
Patent & Trade-mark Agents  
595 Burrard Street, P.O. Box 49314  
Suite 2600, Three Bentall Centre  
Vancouver BC V7X 1L3 Canada  
Tel: 604-631-3300 Fax: 604-631-3309

October 7, 2008

**Roy W. Millen**  
Partner  
Dir: 604-631-4220  
roy.millen@blakes.com

VIA FACSIMILE

Reference: 70535/3

Murray Jamieson  
200 - 1152 Mainland Street  
Vancouver, BC V6B 4X2

Attention: Katherine M. Wellburn

**Re: *Dexia Credit Local ("Dexia") v. Peter G. Rogan and Judith K. Rogan*  
S.C.B.C. Action No. S086398, Vancouver Registry**

Dear Sirs/Mesdames:

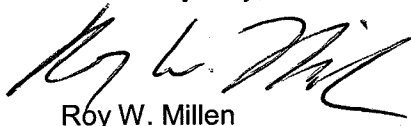
We received your Notice of Hearing dated October 6, 2008 returnable October 9, 2008. As we indicated in our letter of yesterday's date, we are unavailable for the hearing of your application as we are committed to other matters this week, but we are generally available next week. As to the duration of the hearing, we estimate that it will take half a day and will be contentious.

If you insist on proceeding on October 9<sup>th</sup> over our objections, Mr. Neave will seek leave of Mr. Justice Sigurdson, before whom Mr. Neave is appearing on a class action proceeding that day, to attend your motion. Please advise us promptly of your intentions in this regard.

We still have not heard from you with respect to our request for an affidavit from Mr. Rogan setting out his proposed expenditures. Please advise.

Finally, we enclose two Orders to Show Cause in the U.S. proceedings. We anticipate that we will rely on these orders in addressing your motion.

Yours very truly,



Roy W. Millen

c. client

50630091.1

Blake, Cassels & Graydon LLP is a limited liability partnership under the laws of Ontario

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

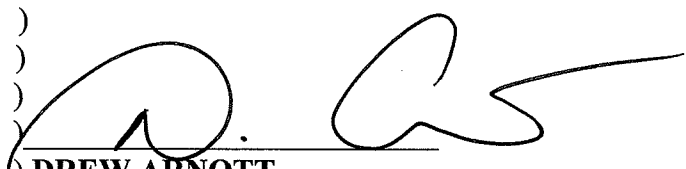
DEXIA CREDIT LOCAL, f/k/a/ Dexia Public Finance Bank and Credit Local de France,	)	
	)	
Plaintiff,	)	
	)	No. 02 C 8288
v.	)	
	)	Judge Matthew F. Kennelly
PETER G. ROGAN, et al.	)	Magistrate Judge Sidney I. Schenkier
	)	
Defendants.	)	

**AFFIDAVIT OF SERVICE**

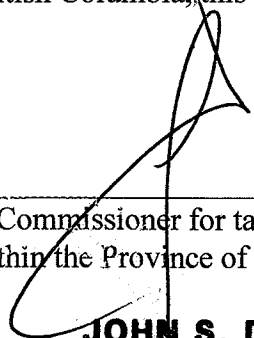
I, **DREW ARNOTT**, Process Server of #101 – 2439 Beta Avenue, in the City of Burnaby, in the Province of British Columbia, Canada, V5C 5N1, **MAKE OATH AND SAY AS FOLLOWS:**

1. On Tuesday, October 7th, 2008, at 1:00 p.m., at #603 – 1155 Mainland Street, in the City of Vancouver, British Columbia, Canada, V6B 5P2, I did serve **PETER G. ROGAN**, by sliding under the door of Suite #603, a true copy of the **LETTER of Roy W. Millen**, dated October 7th, 2008, **ORDER TO SHOW CAUSE**, dated September 30th, 2008, and second **ORDER TO SHOW CAUSE**, dated September 30th, 2008, and all hereto annexed and marked as Exhibits “A”, “B” and “C”, to this my Affidavit.

**SWORN BEFORE ME**, at New Westminster,  
British Columbia, this 10 day of October, 2008

) \_\_\_\_\_ )  
)  )  
) **DREW ARNOTT** )

A Commissioner for taking Affidavits  
within the Province of British Columbia



**JOHN S. DYER**  
BARRISTER & SOLICITOR  
Cassady & Company  
330 - 522 Seventh Street  
Westminster, B.C. V3M 5T5  
Tel.: (604) 523-7090

# Exhibit D



Blake, Cassels & Graydon LLP  
Barristers & Solicitors  
Patent & Trade-mark Agents  
595 Burrard Street, P.O. Box 49314  
Suite 2600, Three Bentall Centre  
Vancouver BC V7X 1L3 Canada  
Tel: 604-631-3300 Fax: 604-631-3309

October 31, 2008

**Roy W. Millen**  
Partner  
Dir: 604-631-4220  
roy.millen@blakes.com

**VIA FACSIMILE**

Reference: 70535/3

Murray Jamieson  
200 - 1152 Mainland Street  
Vancouver, BC V6B 4X2

Attention: Katherine M. Wellburn

**Re: *Dexia Credit Local v. Peter G. Rogan and Judith K. Rogan*  
S.C.B.C. Action No. S086398, Vancouver Registry**

Dear Sirs/Mesdames:

We enclose a copy of the application of Dexia filed October 31, 2008 in the matter of Dexia Credit Local v. Peter G. Rogan, et al, United States Court for the Northern District of Illinois, Eastern Division, Court File No. 02 C 8288.

Yours very truly,

Roy W. Millen

Encl.

c. client

50633463.1

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\*\*\* TX REPORT \*\*\*  
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*EZL*

*Blakes*

Blake, Cassels & Graydon LLP  
Barristers & Solicitors  
Patent & Trade-mark Agents  
595 Burrard Street, P.O. Box 49314  
Suite 2600, Three Bentall Centre  
Vancouver BC V7X 1L3 Canada  
Tel: 604-631-3300 Fax: 604-631-3309

**FACSIMILE**

**Roy W. Millen**  
Dir: 604-631-4220  
Assistant: 604-631-3334

October 31, 2008

**Number of Pages Including Cover Page:**

To: Katherine M. Wellburn  
Murray Jamieson, Vancouver, BC  
Fax: 604.688.9700

MESSAGE:

Please see the attached correspondence.

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

DEXIA CREDIT LOCAL, f/k/a/ Dexia Public	)	
Finance Bank and Credit Local de France,	)	
	)	
Plaintiff,	)	
	)	No. 02 C 8288
v.	)	
	)	Judge Matthew F. Kennelly
PETER G. ROGAN, et al.	)	Magistrate Judge Sidney I. Schenkier
	)	

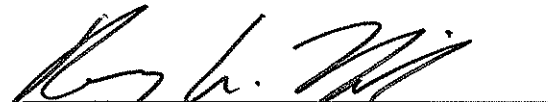
AFFIDAVIT OF DELIVERY

I, **DREW ARNOTT**, Process Server of #101 – 2439 Beta Avenue, in the City of Burnaby, in the Province of British Columbia, Canada, V5C 5N1, **MAKE OATH AND SAY AS FOLLOWS:**

1. On Saturday, November 1<sup>st</sup>, 2008, at 8:00 p.m., at #603 – 1155 Mainland Street, in the City of Vancouver, British Columbia, Canada, V6B 5P2, I did deliver to **PETER G. ROGAN**, by sliding under the door of Suite #603, a true copy of the **LETTER of Roy W. Millen**, dated October 31<sup>st</sup>, 2008, **NOTICE OF EMERGENCY MOTION**, filed October 31<sup>st</sup>, 2008, and **PLAINTIFF DEXIA CREDIT LOCAL’S EMERGENCY MOTION FOR A RULE TO SHOW CAUSE WHY PETER G. ROGAN SHOULD NOT BE HELD IN CONTEMPT FOR VIOLATING THE COURT’S ORDERS OF SEPTEMBER 24, 2008 AND OCTOBER 20, 2008** filed October 31<sup>st</sup>, 2008, hereto annexed and marked as Exhibits “A”, “B” and “C”, to this my Affidavit.

**SWORN BEFORE ME**, at Vancouver,  
British Columbia, this 3<sup>rd</sup> day of November, 2008

)   
)  
) **DREW ARNOTT**  
)

  
A Commissioner for taking Affidavits  
within the Province of British Columbia

**ROY W. MILLEN**  
*Barrister & Solicitor*  
**BLAKE, CASSELS & GRAYDON LLP**  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, B.C. V7X 1L3  
(604) 631-4220



Blake, Cassels & Graydon LLP  
Barristers & Solicitors  
Patent & Trade-mark Agents  
595 Burrard Street, P.O. Box 49314  
Suite 2600, Three Bentall Centre  
Vancouver BC V7X 1L3 Canada  
Tel: 604-631-3300 Fax: 604-631-3309

November 3, 2008

**Roy W. Millen**  
Partner  
Dir: 604-631-4220  
roy.millen@blakes.com

**VIA FACSIMILE and EMAIL**

Reference: 70535/3

Murray Jamieson  
200 - 1152 Mainland Street  
Vancouver, BC V6B 4X2

Attention: Katherine M. Wellburn

**Re: *Dexia Credit Local v. Peter G. Rogan and Judith K. Rogan*  
S.C.B.C. Action No. S086398, Vancouver Registry**

Dear Sirs/Mesdames:

We enclose for delivery to you a copy of the Order to Show Cause of today's date in the matter of *Dexia Credit Local v. Peter G. Rogan*, U.S. District Court of Illinois, Eastern Division.

Yours very truly,

Roy W. Millen

Encl.

c. client

50633606.1

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MONTRÉAL OTTAWA TORONTO CALGARY VANCOUVER NEW YORK CHICAGO LONDON BEIJING **blakes.com**

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO	2908
CONNECTION TEL	#18696046889700
SUBADDRESS	
CONNECTION ID	
ST. TIME	11/03 15:12
USAGE T	02'15
PGS.	4
RESULT	OK

Blake, Cassels & Graydon LLP  
 Barristers & Solicitors  
 Patent & Trade-mark Agents  
 595 Burrard Street, P.O. Box 49314  
 Suite 2600, Three Bentall Centre  
 Vancouver BC V7X 1L3 Canada  
 Tel: 604-631-3300 Fax: 604-631-3309

**Roy W. Millen**  
 Dir: 604-631-4220  
 Assistant: 604-631-3334

**FACSIMILE**

November 3, 2008

Number of Pages Including Cover Page: 4

186

To: Katherine M. Wellburn  
 Murray Jamieson, Vancouver, BC  
 Fax: 604.688.9700

**MESSAGE:**

Please see the attached correspondence.





# **Exhibit E**

603—1155 Mainland Street  
Vancouver, BC V6B 5P2

June 27, 2009

Eugene Crane  
Crane, Heyman, Simon, Welch & Clar  
135 S. LaSalle St.  
Ste. 1540  
Chicago, IL 60603-4297

Dear Mr. Crane,

It is my understanding you are acting as receiver of the Peter G. Rogan Irrevocable Trust 001.

I am in need of any information you have received concerning the Trust so I can complete my appropriate tax filings for the year 2008.

Please forward the information to me at the above address.

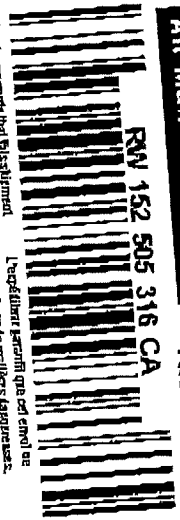
Thank you,

A handwritten signature in black ink, appearing to read "P. G. Rogan", with a long horizontal flourish extending to the right.

Peter G. Rogan

**R**

Registered  
Air Mail Par avion  
Recommandé



Senders warrants that this shipment does not contain dangerous goods.

L'expéditeur garantit que cet envoi ne contient pas de matières dangereuses.

CANADA POST  
POSTES CANADA

RW 152 505 316 CA

From anywhere... to anyone

De partout... jusqu'à vous.

CANADA POST		POSTES CANADA
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5011747	0437309	0436135

*Suite 1540*

*Mr. Eugene Crane  
Gene Heyman Simon Welch + Glen  
135 S. LaSalle ST.  
Chicago IL, 60603-4297*

8080984177 0003



*USA*

If AR Option is purchased  
1) Peel and affix AR sticker to front of item.  
Si option AR achetée  
1) Détachez et apposez l'Atlettole AR sur le dessus de l'article.

2) Peel and affix this ID No. to AR card.  
2) Détachez et apposez ce n° d'ID sur la carte AR.

**R**

RW 152 505 316 CA



Advice of Receipt  
Registered International

Avis de réception  
Recommandé international  
CN07

DU POSTAL SERVICE  
AIRMAIL  
SERVICE DES POSTES  
PAR AVION

Office of Posting Bureau de dépôt	Designation Nom	Date	Stamp of returning office Timbre du bureau de retour
Addresssee Destinataire Suite 1340 CHICAGO IL 60603-4287 USA	135 S. WASHLE ST		

Item Identifier No. N° de l'envoi  
 Item was delivered on. L'envoi a été livré le. Date  
 Printed Name of Signator Nom du signataire (lettres imprimées)  
 Signature

Return ID Nom Renvoyer à  
 Name  
 Street and Number Rue et numéro  
 City / Province / Postal Code Ville / Province / Code postal  
 CANADA

33 488-587 (98-10)

# Exhibit F

COPY

No. S086398  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

DEXIA CREDIT LOCAL

Plaintiff

AND:

PETER G. ROGAN and  
JUDITH K. ROGAN

Defendants

LIST OF DOCUMENTS OF THE DEFENDANT PETER G. ROGAN

PART I - DOCUMENTS TO WHICH THERE IS NO OBJECTION TO PRODUCTION:

No.                    Description

See Schedule A attached.

PART II - DOCUMENTS WHICH HAVE BEEN BUT ARE NOT NOW IN POSSESSION OR CONTROL:

See Schedule B attached.

PART III - DOCUMENTS FOR WHICH PRIVILEGE FROM PRODUCTION IS CLAIMED:

The Defendant Peter G. Rogan objects to production of the documents described in this Part, the said documents being privileged, the grounds for claiming privilege being that the documents are:

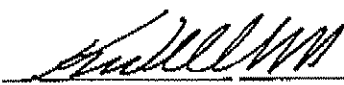
- (a) communications between the Defendant Peter G. Rogan and his solicitors or legal advisers; or
- (b) communications between the Defendant Peter G. Rogan's professional/legal advisers and third parties made for the dominant purpose of pending or contemplated litigation; or

- (c) communications between the Defendant Peter G. Rogan or his agents and third parties made for the dominant purpose of pending or contemplated litigation; or
- (d) memoranda composed by counsel for the Defendant Peter G. Rogan for the dominant purpose of pending or contemplated litigation, or in the course of conduct of same; or
- (e) documents consisting of confidential communications made to the Defendant Peter G. Rogan by his legal advisers for the purpose of giving the Defendant Peter G. Rogan legal advice, drafts of pleadings, proofs of evidence, cases for the opinion of counsel, opinions of counsel and instructions to counsel prepared and given in anticipation of and during the progress of this action, letters and copies of letters passing between the Defendant Peter G. Rogan and his counsel and memoranda made by the Defendant Peter G. Rogan's solicitors and his agents and experts for the purpose of defending the action herein.
- (f) Adjuster's or investigator's reports made and secured for the dominant purpose of pending or anticipated litigation;

NOTICE TO INSPECT

TAKE NOTICE that the documents listed in Part I may be inspected during normal business hours at the offices of Murray Jamieson, solicitors for the Defendant Peter G. Rogan at 200 - 1152 Mainland Street, Vancouver, British Columbia, V6B 4X2.

DATED at the City of Vancouver, in the Province of British Columbia, this 15th day of December, 2008.

  
\_\_\_\_\_  
Solicitor for the defendant  
Peter G. Rogan

This NOTICE is given by Katherine M. Wellburn, of the law firm of Murray Jamieson, solicitors for the Defendant Peter G. Rogan, whose place of business and address for delivery is 200 -1152 Mainland Street, Vancouver, British Columbia, V6B 4X2.



SCHEDULE A  
TO THE LIST OF DOCUMENTS OF PETER G. ROGAN

Document Number	Date	Description
1	5-Jan-96	Deed of Settlement- Peter G. Rogan, as Settlor, and New World Trustees Bahamas) Limited
2	31-Aug-04	Letter to Neil E. Holmen from Troy H. Myers, Jr.
3	5-Jan-96	Deed of Settlement- Peter G. Rogan, as Settlor, and New World Trustees(Bahamas) Limited
4	10-Jun-97	Deed of Settlement AMTR Service Corp. (settlor) and Caribe Trustees Limited
5	10-Mar-04	Copy of front of Check of PGR Properties, INC. to Sara C. Rogan for \$150,000.00
6		Copy of back of Check of PGR Properties, INC. to Sara C. Rogan for \$150,000.00
7	4-Feb-99	letter to Fred M. Cuppy, Trustee from Terry S. Gross
8	4-Feb-99	Copy of check of F. Scott Gross and Terry S. gross to Sara C. Rogan Trust dated 12/31/92
9	4-Feb-99	letter to Fred M. Cuppy, Trustee from F. Scott Gross
10	4-Feb-99	Copy of check of F. Scott Gross and Terry S. gross to Sara C. Rogan Trust dated 12/31/92
11	23-Mar-04	U.S. Bank statement acct. #1 980 9065 5632 S. Caitlin Rogan or Judith K. Rogan
12	31-Dec-92	Trust Agreement of Sara Caitlin Rogan Trust
13	5-Jan-93	Transfer of Situs of Trust and Designation of Special Trustee of Sara Caitlin Rogan Trust Dated December31, 1992
14		Transfer of Situs of Trust and Designation of Special Trustee of Robert C. Rogan Trust Dated December 31, 1992
15	31-Dec-92	Trust Agreement of Robert C. Rogan Trust
16	4-Feb-99	letter to Fred M. Cuppy, Trustee from F. Scott Gross
17	4-Feb-99	Copy of check of F. Scott Gross and Terry S. gross to Brian P. Rogan Trust dated 12/31/92
18	8-Mar-95	Trust Agreement of the RPP Finance Trust
19	10-Mar-89	IRS notice of New Employer Identification Number Assigned
20	7-Dec-06	JPMorgan bank statement Acct# 0704
21	4-Dec-06	letter to peter Rogan from John Foley conveying certain material
22		Peter G. Rogan Notes Receivable
23	11-Sep-98	stock certificate Number 1 of Braddock Management, Inc.
24	30-May-00	stock certificate Number 3 of Edgewater Property Company
25	21-Dec-98	stock certificate Number 3 of PGR Properties, INC.
26	1-Dec-00	stock certificate Number 2 of BFB, LTD

## List of Documents

Document Number	Date	Description
250	25-Aug-08	certificate of service
251	11-Jul-08	memo
252	8-Aug-08	Notice of service
253	11-Sep-08	Order
254	26-Jun-07	letter from P. Deady to P. Rogan
255	2-Aug-07	Subpoena
256	2-Aug-07	Subpoena
257	17-Sep-08	Notice of Filing
258	17-Sep-08	Notice of Motion
259	15-Oct-08	Notice of Emergency Motion
260	24-Oct-08	Dexia Motion
261	3-Nov-08	Notice of Emergency Motion
262	5-Nov-08	Notice of service
263	5-Nov-08	Notice of service
264	6-Nov-08	envelope containing #262,263
265	7-Nov-08	Dexia Motion
266	10-Nov-08	envelope for #265
267	11-Nov-08	Notice of Motion
268	11-Nov-08	Notice of Emergency Motion

## List of Documents

Document Number	Date	Description
269	11-Nov-08	Notice of Motion
270	12-Nov-08	Notice of Motion
271	12-Nov-08	Dexia Motion
272	13-Nov-08	Dexia Motion
273	14-Nov-08	Notice of Emergency Motion
274	14-Nov-08	Dexia Motion
275	22-Oct-08	Amended Notice of Motion
276	6-Nov-08	Notice of Motion
277	6-Nov-08	Notice of Motion
278	20-Jul-08	Notice of Motion
279	18-Jul-08	Notice of Motion w/ attachments
280	27-Mar-08	EMC motion
281	26-Mar-08	FedEX way bill
282	11-Jul-07	Citation to discover Assets
283	27-May-08	Notice of Motion
284		Edgewater Property Co. submission
285	27-Mar-08	Notice of Motion w/ attachments
286		Exhibit A
287	30-Mar-07	Notice of Motion
288		Exhibit 1

# Exhibit G

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

DEXIA CREDIT LOCAL, f/k/a Dexia Public	)	
Finance Bank and Credit Local de France	)	
	)	
Plaintiff,	)	No. 02 C 8288
	)	
v.	)	Judge Matthew F. Kennelly
	)	Magistrate Judge Sidney I. Schenkier
PETER G. ROGAN, et al.	)	
	)	
Defendants.	)	

**DECLARATION OF ELSA DOI**


I, Elsa Doi, hereby declare as follows based on my personal knowledge:

1. I am over 21 years of age and I have personal knowledge of the matters set forth in this Declaration. If called upon to do so, I would testify to the matters stated in this Declaration.
2. I am a Senior Paralegal employed by Howrey LLP. I have worked at Howrey LLP since May 2003. My assignments include the above-captioned case.
3. On March 20, 2009, I caused a copy of Judge Kennelly's March 18, 2009 minute order (Docket No. 920) to be sent via Federal Express to Peter Rogan in Vancouver, Canada. A copy of the minute order I sent via Federal Express and of the Federal Express airbill is attached as Ex. 1.
4. On March 25, 2009, Federal Express called me and informed me that the package that contained the minute order was undeliverable because no one

(presumably, Mr. Rogan) permitted Federal Express to enter the building and deliver the package, and the package could not be left outside the building.

5. On March 25, 2009, after learning that the package that contained the minute order could not be delivered by Federal Express, I sent the minute order via United States mail with the proper postage prepaid to Peter Rogan's address in Vancouver, Canada.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.



Elsa Doi

Executed on April 22, 2009

# **Exhibit 1**

**United States District Court**  
**Northern District of Illinois - CM/ECF LIVE, Ver 3.2.2 (Chicago)**  
**CIVIL DOCKET FOR CASE #: 1:02-cv-08288**

Dexia Credit Local v. Rogan, et al  
Assigned to: Honorable Matthew F. Kennelly  
Demand: \$9,999,000  
Case in other court: 08-03500  
Cause: 28:1332 Diversity-Fraud

Date Filed: 11/14/2002  
Date Terminated: 05/03/2007  
Jury Demand: Defendant  
Nature of Suit: 370 Personal Prop.: Fraud or  
Truth-In-Lending  
Jurisdiction: Diversity

Date Filed	#	Docket Text
03/18/2009	920	<p>MINUTE entry before the Honorable Matthew F. Kennelly: Motion hearing held. Plaintiff's motion to compel <a href="#">865</a> is entered and continued to 3/23/09 at 4:00 p.m. Intervenor's responses to plaintiff's motion for order barring intervenors <a href="#">918</a> and motion to strike <a href="#">912</a> are due 3/23/09; replies are due 3/25/09. Intervenor's motion in support of request for prior trial by jury is denied as stated in open court <a href="#">916</a> . Plaintiff's motion for order requiring others to respond to Dexia's summary judgment motions is granted <a href="#">914</a> . All persons other than Judith Rogan claiming interest in the RPP Finance Trust and the Peter G Rogan Irrevocable Trust 001 are to respond to plaintiff's summary judgment motions concerning those trusts (docket nos. 855 &amp; 857) by 4/1/09; plaintiff's reply is due 4/8/09. Motion to amend temporary restraining order was previously granted and is terminated <a href="#">872</a> . Mailed notice (mk) (Entered: 03/18/2009)</p>



From: Origin ID: GYYA (312) 595-1037  
Elsa Doi  
HOWRELY LLP  
321 N. CLARK STREET  
SUITE 3400  
CHICAGO, IL 60654  
UNITED STATES



Ship Date: 20MAR09  
ActWgt: 1.0 LB  
CAD: 3768747/INET9011  
Account#: S \*\*\*\*\*

REF: 14061.0009.000000  
DESC-1: Legal Documents  
DESC-2:  
DESC-3:  
DESC-4:  
EEI: NO EEI 30.36  
COUNTRY MFG: US  
CARRIAGE VALUE: 0.00 USD  
CUSTOMS VALUE: 1.00 USD  
T/C: S 238551463 D/T: S 238551463  
SIGN: Elsa Doi  
EIN/VAT:  
PKG TYPE: ENV

SHIP TO: (312) 595-1037  
Peter G. Rogan

BILL SENDER

Suite 603  
1155 Mainland Street

Vancouver, BC V6B5P2  
CA

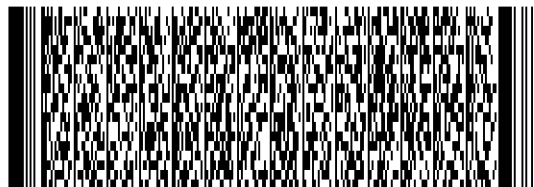
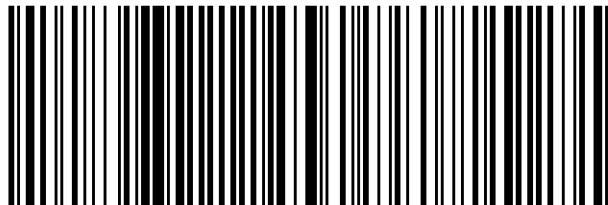
ECI

### SATURDAY ### AM  
INTL PRIORITY  
RES

TRK# 7974 3669 4004  
0430

V6B5P2  
BC-CA  
YVR

X0 YDTA



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After printing this label:

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2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. MANDATORY LAW. Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.

From: Origin ID: GYYA (312) 595-1037  
 Elsa Doi  
 HOWRELY LLP  
 321 N. CLARK STREET  
 SUITE 3400  
 CHICAGO, IL 60654  
 UNITED STATES



Ship Date: 20MAR09  
 Act/Wgt: 1.0 LB  
 CAD: 3768747/INET9011  
 Account#: S \*\*\*\*\*

REF: 14061.0009.000000  
 DESC-1: Legal Documents  
 DESC-2:  
 DESC-3:  
 DESC-4:  
 EEI: NO EEI 30.36  
 COUNTRY MFG: US  
 CARRIAGE VALUE: 0.00 USD  
 CUSTOMS VALUE: 1.00 USD  
 T/C: S 238551463 D/T: S 238551463  
 SIGN: Elsa Doi  
 EIN/VAT:  
 PKG TYPE: ENV

SHIP TO: (312) 595-1037  
**Peter G. Rogan**

BILL SENDER

Suite 603  
 1155 Mainland Street

Vancouver, BC V6B5P2  
 CA

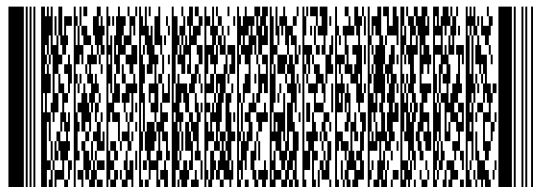
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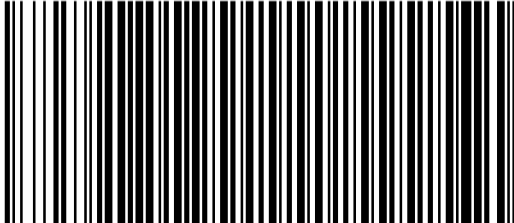
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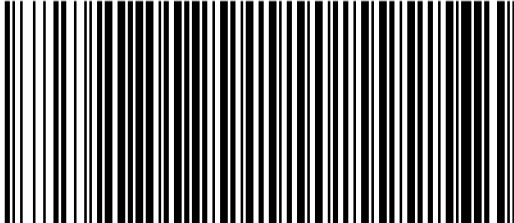
This invoice must be completed in English

**COMMERCIAL INVOICE**

<b>SHIPPED FROM :</b> <b>Tax ID/VAT No. :</b> <b>Contact Name :</b> Elsa Doi <b>Telephone No. :</b> 3125951037 <b>E-Mail :</b> <b>Company Name/Address :</b> HOWRELY LLP 321 N. CLARK STREET SUITE 3400  CHICAGO IL 60654 <b>Country :</b> UNITED STATES OF AMERICA <b>Parties to Transaction:</b> <input type="checkbox"/> Related <input type="checkbox"/> Non-related <b>Payment Terms :</b> <b>Incoterms :</b> FCA/FOB <b>Reason for Export :</b> <input type="checkbox"/> Sold <input type="checkbox"/> Not Sold <input type="checkbox"/> Other				 CI-797436694004  <b>Date :</b> 03/20/2009 <b>Air Waybill No. :</b> 797436694004 <b>Invoice No. :</b> <b>Purchase Order No. :</b>		
<b>SHIPPED TO :</b> <b>Tax ID/VAT No. :</b> <b>Contact Name :</b> Peter G. Rogan <b>Telephone No. :</b> 312-595-1037 <b>E-Mail :</b> <b>Company Name/Address :</b> Peter G. Rogan Suite 603 1155 Mainland Street  Vancouver BC V6B5P2 <b>Country :</b> CANADA				<b>SOLD TO :</b> <input checked="" type="checkbox"/> Same as SHIPPED TO :  <b>Company Name/Address :</b>   <b>Country :</b>		
No. of Packages	No. of Units	Unit of Measure	Description of Goods (Including Harmonized Tariff No.)	Country of Origin	Value Unit	Total Value
	1.00	PCS	Commercial - Legal Documents HS	US	1.000000	1.00
<b>Total No. of Packages :</b> 1				<b>Subtotal :</b>		1.00
<b>Total Weight (Indicate LBS or KGS) :</b> 1.00 lbs				<b>Insurance :</b>		0.00
<b>Special Instructions :</b>				<b>Freight :</b>		0.00
				<b>Packing :</b>		0.00
				<b>Handling :</b>		0.00
				<b>Other :</b>		0.00
<b>Declaration Statement(s) :</b> These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to United States law is prohibited. These commodities, technology, or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to U.S. Law prohibited. I declare that all the information contained in this invoice is true and correct.				<b>Invoice Total :</b>		1.00
				<b>Currency Code :</b>		USD
<b>Signature/Title</b>				<b>Date</b>		

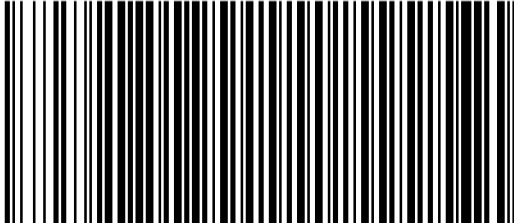
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**COMMERCIAL INVOICE**

<b>SHIPPED FROM :</b> <b>Tax ID/VAT No. :</b> <b>Contact Name :</b> Elsa Doi <b>Telephone No. :</b> 3125951037 <b>E-Mail :</b> <b>Company Name/Address :</b> HOWRELY LLP 321 N. CLARK STREET SUITE 3400  CHICAGO IL 60654 <b>Country :</b> UNITED STATES OF AMERICA <b>Parties to Transaction:</b> <input type="checkbox"/> Related <input type="checkbox"/> Non-related <b>Payment Terms :</b> <b>Incoterms :</b> FCA/FOB <b>Reason for Export :</b> <input type="checkbox"/> Sold <input type="checkbox"/> Not Sold <input type="checkbox"/> Other				 CI-797436694004  <b>Date :</b> 03/20/2009 <b>Air Waybill No. :</b> 797436694004 <b>Invoice No. :</b> <b>Purchase Order No. :</b>		
<b>SHIPPED TO :</b> <b>Tax ID/VAT No. :</b> <b>Contact Name :</b> Peter G. Rogan <b>Telephone No. :</b> 312-595-1037 <b>E-Mail :</b> <b>Company Name/Address :</b> Peter G. Rogan Suite 603 1155 Mainland Street  Vancouver BC V6B5P2 <b>Country :</b> CANADA				<b>SOLD TO :</b> <input checked="" type="checkbox"/> Same as SHIPPED TO :  <b>Company Name/Address :</b>   <b>Country :</b>		
No. of Packages	No. of Units	Unit of Measure	Description of Goods (Including Harmonized Tariff No.)	Country of Origin	Value Unit	Total Value
	1.00	PCS	Commercial - Legal Documents HS	US	1.000000	1.00
<b>Total No. of Packages :</b> 1				<b>Subtotal :</b>		1.00
<b>Total Weight (Indicate LBS or KGS) :</b> 1.00 lbs				<b>Insurance :</b>		0.00
<b>Special Instructions :</b>				<b>Freight :</b>		0.00
				<b>Packing :</b>		0.00
				<b>Handling :</b>		0.00
				<b>Other :</b>		0.00
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				<b>Currency Code :</b>		USD
<b>Signature/Title</b>				<b>Date</b>		

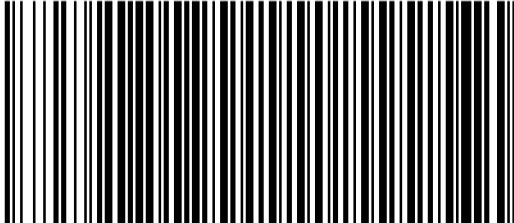
This invoice must be completed in English

**COMMERCIAL INVOICE**

<b>SHIPPED FROM :</b> <b>Tax ID/VAT No. :</b> <b>Contact Name :</b> Elsa Doi <b>Telephone No. :</b> 3125951037 <b>E-Mail :</b> <b>Company Name/Address :</b> HOWRELY LLP 321 N. CLARK STREET SUITE 3400  CHICAGO IL 60654 <b>Country :</b> UNITED STATES OF AMERICA <b>Parties to Transaction:</b> <input type="checkbox"/> Related <input type="checkbox"/> Non-related <b>Payment Terms :</b> <b>Incoterms :</b> FCA/FOB <b>Reason for Export :</b> <input type="checkbox"/> Sold <input type="checkbox"/> Not Sold <input type="checkbox"/> Other				 CI-797436694004		
<b>SHIPPED TO :</b> <b>Tax ID/VAT No. :</b> <b>Contact Name :</b> Peter G. Rogan <b>Telephone No. :</b> 312-595-1037 <b>E-Mail :</b> <b>Company Name/Address :</b> Peter G. Rogan Suite 603 1155 Mainland Street  Vancouver BC V6B5P2 <b>Country :</b> CANADA				<b>SOLD TO :</b> <input checked="" type="checkbox"/> Same as SHIPPED TO :  <b>Company Name/Address :</b>   <b>Country :</b>		
<b>No. of Packages</b>	<b>No. of Units</b>	<b>Unit of Measure</b>	<b>Description of Goods (Including Harmonized Tariff No.)</b>	<b>Country of Origin</b>	<b>Value Unit</b>	<b>Total Value</b>
	1.00	PCS	Commercial - Legal Documents HS	US	1.000000	1.00
<b>Total No. of Packages :</b> 1				<b>Subtotal :</b>		1.00
<b>Total Weight (Indicate LBS or KGS) :</b> 1.00 lbs				<b>Insurance :</b>		0.00
<b>Special Instructions :</b>				<b>Freight :</b>		0.00
				<b>Packing :</b>		0.00
				<b>Handling :</b>		0.00
				<b>Other :</b>		0.00
<b>Declaration Statement(s) :</b> These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to United States law is prohibited. These commodities, technology, or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to U.S. Law prohibited. I declare that all the information contained in this invoice is true and correct.				<b>Invoice Total :</b>		1.00
				<b>Currency Code :</b>		USD
<b>Signature/Title</b>				<b>Date</b>		

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<b>SHIPPED TO :</b> <b>Tax ID/VAT No. :</b> <b>Contact Name :</b> Peter G. Rogan <b>Telephone No. :</b> 312-595-1037 <b>E-Mail :</b> <b>Company Name/Address :</b> Peter G. Rogan Suite 603 1155 Mainland Street  Vancouver BC V6B5P2 <b>Country :</b> CANADA				<b>SOLD TO :</b> <input checked="" type="checkbox"/> Same as SHIPPED TO :  <b>Company Name/Address :</b>   <b>Country :</b>		
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<b>Total Weight (Indicate LBS or KGS) :</b> 1.00 lbs				<b>Insurance :</b>		0.00
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				<b>Packing :</b>		0.00
				<b>Handling :</b>		0.00
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				<b>Currency Code :</b>		USD
<b>Signature/Title</b>				<b>Date</b>		

# Exhibit H

**Aizenberg, Gabriel**

**From:** Aizenberg, Gabriel  
**Sent:** Friday, March 20, 2009 4:42 PM  
**To:** kwellburn@murrayjamieson.com  
**Subject:** Dexia v. Rogan

Dear Ms. Wellburn:

Please see the following minute entry that J. Kennelly entered in the above-referenced case:

03/18/2009	920	MINUTE entry before the Honorable Matthew F. Kennelly: Motion hearing held. Plaintiff's motion to compel <u>865</u> is entered and continued to 3/23/09 at 4:00 p.m. Intervenor's responses to plaintiff's motion for order barring intervenors <u>918</u> and motion to strike <u>912</u> are due 3/23/09; replies are due 3/25/09. Intervenor's motion in support of request for prior trial by jury is denied as stated in open court <u>916</u> . Plaintiff's motion for order requiring others to respond to Dexia's summary judgment motions is granted <u>914</u> . All persons other than Judith Rogan claiming interest in the RPP Finance Trust and the Peter G Rogan Irrevocable Trust 001 are to respond to plaintiff's summary judgment motions concerning those trusts (docket nos. 855 & 857) by 4/1/09; plaintiff's reply is due 4/8/09. Motion to amend temporary restraining order was previously granted and is terminated <u>872</u> . Mailed notice (mk) (Entered: 03/18/2009)
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Sincerely,

Gabriel Aizenberg