



Court File No. CV-14-10518-00CL

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

THE HONOURABLE REGIONAL ) THURSDAY, THE 5<sup>TH</sup>  
 )  
SENIOR JUSTICE MORAWETZ ) DAY OF JUNE, 2014

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 THE  
CASH STORE FINANCIAL SERVICES INC., THE CASH STORE INC., TCS CASH STORE  
INC., INSTALOANS INC., 7252331 CANADA INC., 5515433 MANITOBA INC., 1693926  
ALBERTA LTD. DOING BUSINESS AS "THE TITLE STORE"

APPLICANTS

**COMPUTERSHARE ORDER**

THE MOTION made by (i) Computershare Trust Company, N.A., as U.S. Trustee, and Computershare Trust Company of Canada ("**CS Canada**"), as Canadian Trustee and Collateral Agent (together, the "**Trustee**"), under an Indenture (the "**Indenture**") dated as of January 31, 2012 by and among The Cash Store Financial Services Inc. (the "**Company**"), as Issuer, the Trustee, and the Guarantors as defined therein, pursuant to which the Company issued \$132,500,000 of its 11½% Senior Secured Notes Due 2017 (the "**Notes**"), and (ii) CS Canada, as Collateral Trustee pursuant to the provisions of a Collateral Trust and Intercreditor Agreement dated January 31, 2012, pursuant to

the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario (the "**Computershare Motion**").

ON READING the Computershare Motion and the Response of the Ad Hoc Committee of Cash Store Noteholders (the "**Ad Hoc Committee**") of The Cash Store Financial Services Inc. and its affiliates (the "**Company**"), and the accompanying affidavits thereto, and on hearing the submissions of counsel for the CRO, the Monitor, the DIP Lenders, the Trustee, the Ad Hoc Committee, and such other counsel present, no other person appearing although duly served.

## **DEFINITIONS**

1. THIS COURT ORDERS that all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Amended and Restated Initial Order dated April 15, 2014, as amended.

## **TERMS**

2. THIS COURT ORDERS that the form of direction (the "**Majority Noteholder Direction**") attached hereto as Exhibit "A" is approved.

3. THIS COURT ORDERS that upon receipt by the Trustee of a duly executed Majority Noteholder Direction, signed by beneficial holders of a majority of the aggregate outstanding principal amount of the Notes, the Trustee shall have no liability to any person or party for accepting and complying with the Majority Noteholder Direction.

## **GENERAL**

4. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United Kingdom, or in the United States, to give effect to this Order and to assist the Company, the Monitor, the Trustee and

their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Company, the Trustee, and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Company, the Trustee and the Monitor and their respective agents in carrying out the terms of this Order.

5. THIS COURT ORDERS that each of the Company, the Trustee and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

6. THIS COURT ORDERS AND DECLARES that, in accordance with the Indenture, the reasonable disbursements, advances and expenses of the Trustee (including the reasonable compensation, disbursements and expenses of the Trustee and its agents and counsel) incurred or made in connection with seeking recognition of this Order in any foreign jurisdiction, shall be paid by the Company, and shall be secured by a lien on and paid in priority to and out of any distributions, dividends, securities, and other properties that the holders of the Notes may be entitled to receive in any liquidation, plan of reorganization or arrangement or otherwise.

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

JUN 05 2014

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**EXHIBIT A**

**FORM OF MAJORITY NOTEHOLDER DIRECTION**

## MAJORITY NOTEHOLDER DIRECTION

Dated as of June 5, 2014

Reference is hereby made to the indenture (the “**Indenture**”) dated as of January 31, 2012 by and among The Cash Store Financial Services Inc. (the “**Company**”), as Issuer, Computershare Trust Company, N.A., as U.S. Trustee, and Computershare Trust Company of Canada, as Canadian Trustee and Collateral Agent (together, the “**Trustee**”), and the Guarantors as defined therein, pursuant to which the Company issued \$132,500,000 of its 11½% Senior Secured Notes Due 2017 (the “**Notes**”), and the collateral trust and intercreditor agreement (the “**Collateral Trust Agreement**”) dated as of January 31, 2012, pursuant to which Computershare Trust Company of Canada acts as Collateral Trustee. Capitalized terms used but not otherwise defined in this Direction (the “**Direction**”) shall have the meanings ascribed to them in the Indenture.

On April 14, 2014, the Company and certain of its affiliates commenced proceedings under the Companies’ Creditors Arrangement Act, R.S.C. 1985, c.C-36, as amended (the “**CCAA Proceedings**”) before the Ontario Superior Court of Justice (the “**Court**”), which proceedings remain pending before the Court.

An Event of Default has occurred and is continuing under Section 6.01 of the Indenture as a result of the commencement of the CCAA Proceedings.

The undersigned beneficial holders of more than a majority of the aggregate principal amount of the Notes outstanding (the “**Directing Holders**”), have retained the law firm of Goodmans LLP to represent them in the CCAA Proceedings and, in accordance with Section 6.05 of the Indenture, hereby instruct the Trustee as follows:

The Trustee shall take no further action in the CCAA Proceedings on behalf of the Holders of the Notes, provided, however, that, this instruction shall not apply to the Trustee’s actions in fulfilling its obligations, if any, under the Indenture to (i) file a proof of claim in the CCAA proceedings for amounts due and owing under the Indenture in accordance with an order of the Court setting forth a general bar date with respect to the filing of proofs of claim, and (ii) make distributions to the Holders of any money or property paid on account of the Notes in the CCAA proceedings, or any other insolvency proceedings.

This Direction is subject to the Order of the Court dated June 5, 2014 (the “**Direction Order**”) authorizing the Trustee to comply with this Direction, and protecting the Trustee from liability in doing so, on the terms and conditions set forth in the Direction Order.

Each Directing Holder hereby represents, warrants and certifies that, as of the date hereof, such Directing Holder is the beneficial owner of the unpaid principal amount of the Notes set forth below such Directing Holder’s signature hereto and as evidenced with signature medallion stamp, and that the within instructions constitute a legal, binding and enforceable obligation on each Directing Holder.

This Direction and the representations and warranties contained herein shall be binding on the Directing Holders and the Trustee and their respective successors and assigns.

The Directing Holders and the Trustee shall keep the content of this Direction, including the identity of all parties to this Direction, and the holdings of Notes of any Holder party to this Direction, strictly confidential, except that parties to this Direction may disclose such matters to: (i) other parties to this Direction and their respective legal and accounting professional and other internal personnel; (ii) the Directing Holders' and the Trustee's regulators; (iii) potential transferees of Notes from the Directing Holders, provided that such potential transferee agrees to maintain the confidentiality of this Direction in accordance with the terms hereof; and (iv) where required by law or rule or demanded by any regulatory agency, or if any party is served with a subpoena, discovery request, or an official request from a government agency for information regarding this Direction or the identity of the parties to this Direction, the party receiving such subpoena or request shall notify the Trustee within ten (10) days of receipt. To the extent allowed by law, regulation or order, the Trustee shall notify all other parties to this Direction as soon as practicable and, if any party wishes to oppose the production of such information, it may do so at its own expense. It is understood and agreed by the parties that money damages may be an insufficient remedy for any breach of this Direction by any party, and the non-breaching party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, including, without limitation, an order or judgment of a court of competent jurisdiction requiring any party to comply promptly with any of its obligations hereunder.

Each of the Directing Holders acknowledges and agrees that, other than with respect to the acceptance of this Direction, and compliance therewith, nothing contained in this Direction shall alter the rights and obligations of the Trustee under the Indenture or the Collateral Trustee under the Collateral Trust Agreement, including, without limitation, the right of the Trustee under Section 6.05 of the Indenture to refuse to follow certain other directions that may be provided (other than the Direction, which shall be complied with).

Each of the Directing Holders hereby also acknowledges and agrees that, subject to the Trustee having complied with the Direction and the Indenture, the Directing Holders will not support any plan of arrangement or compromise in respect of the Company that does not contain a release and exculpation in substantially the form annexed hereto as Exhibit A (the "**Plan Release**"); provided, however, that the Plan Release shall not apply to any dispute that is pending between the Trustee and the Directing Holders regarding the reasonableness of the fees and expenses incurred by the Trustee under the Indenture as of the time of the entry of an order providing for the Plan Release.

This Direction may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. This Direction may be delivered by facsimile or scanned electronic copy and such facsimiles or scanned electronic copies shall be treated as originals for all purposes. Notwithstanding the date of execution or transmission of any counterpart, each counterpart and this Direction shall be deemed to be effective as of the date first written above.

*Rest of page left intentionally blank*

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

Principal Amount of 11½% Notes held as of June 5, 2014.

Beneficial Holder's Name: \_\_\_\_\_

\_\_\_\_\_ (Authorized Signature(s) for Beneficial Holder)

Authorized Signatory's Name(s) & Phone No.: \_\_\_\_\_

Beneficial Holder's Address: \_\_\_\_\_

**STATUTORY DECLARATION**

**11½% Senior Secured Notes Due 2017**

I, \_\_\_\_\_, of \_\_\_\_\_ (the “**Directing Holder**”) do solemnly declare as follows:

- (1) that, as of June 5, 2014 (and as at the date hereof), the Directing Holder has beneficial ownership in respect of \$\_\_\_\_\_ principal amount of 11½% Senior Secured Notes Due 2017 (the “**Notes**”);
- (2) that this Statutory Declaration may be relied upon by Computershare Trust Company, N.A. and Computershare Trust Company of Canada (the “**Canadian Trustee**”) in their capacity as trustee (the “**Trustee**”) under that certain trust indenture dated as of January 31, 2012 (the “**Indenture**”), and relied upon by the Canadian Trustee, in its capacity as Collateral Trustee under that certain collateral trust and intercreditor agreement dated January 31, 2012 in respect of the Notes for purposes of taking instructions from the Directing Holders; and
- (3) that the Trustee and the Collateral Trustee may rely on this Statutory Declaration for the purposes specified in the foregoing (2) until such time as the Directing Holder shall advise the Trustee in writing that they may no longer rely on this Statutory Declaration.

**AND I MAKE THIS SOLEMN DECLARATION** conscientiously believing it to be true, and knowing that it is of the same force and effect as if it was made under oath.

**DECLARED BEFORE ME** at

\_\_\_\_\_, this  
(City, Province/State)  
\_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
A Commissioner of Oaths/Notary Public

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address of Directing Holder

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number



## EXHIBIT A

None of (a) Computershare Trust Company, N.A., as U.S. Trustee, (b) Computershare Trust Company of Canada, as Canadian Trustee, Collateral Agent, and Collateral Trustee, or any of the respective successors or assigns, members, directors, officers, employees, advisors, attorneys, professionals, agents, partners, stockholders, or affiliates of any of the parties identified in the foregoing clauses (a) and (b) (collectively, the “**Released Parties**”, and each a “**Released Party**”) shall have or incur, and each of the Released Parties shall be forever released and discharged from, any liability to (i) the Company, (ii) the Guarantors, (iii) any current, former or future Holder under the Indenture, (iv) any holder of a claim against or interest in the Company and/or the Guarantors or any other party in interest in the CCAA Proceedings, or (v) any Party under the Collateral Trust and Intercreditor Agreement, or any of the respective successors or assigns, members, directors, officers, employees, advisors, attorneys, professionals, agents, partners, stockholders, or affiliates of any of the parties identified in the foregoing clauses (i) through (v), for any act or omission in connection with, relating to, or arising out of, compliance with the Direction, the CCAA Proceedings, the sale of any of the Company’s and/or the Guarantor’s assets thereunder, the formulation, negotiation, or implementation of a plan of reorganization or liquidation thereunder (the “**Plan**”), the solicitation of acceptances of the Plan, the pursuit of court approval of the Plan, court approval of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, distributions made on account of the Notes to the Holders under the Plan or otherwise as the result of insolvency or bankruptcy proceedings pertaining to the Company, except for acts or omissions that are the result of gross negligence, or willful misconduct, or willful violation of laws or regulations (in each case as determined by a final judgment of a court that is binding on such Released Party), and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities with respect to the foregoing.

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

Court File No. CV-14-10518-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
THE CASH STORE FINANCIAL SERVICES INC., THE CASH STORE INC., TCS  
CASH STORE INC., INSTALOANS INC., 7252331 CANADA INC., 5515433  
MANITOBA INC., 1693926 ALBERTA LTD. DOING BUSINESS AS "THE TITLE  
STORE"

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

**Proceeding commenced at Toronto**

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**COMPUTERSHARE ORDER**

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