

**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 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

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**MOTION RECORD OF THE APPLICANTS**

(Motion Returnable July 22, 2014)

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July 17, 2014

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

**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 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

**NOTICE OF MOTION**

**THE APPLICANTS**, The Cash Store Financial Services Inc. ("Cash Store Financial") and its affiliated companies The Cash Store Inc., TCS - Cash Store Inc., Instaloans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd. doing business as "The Title Store" (collectively "Cash Store" or the "Applicants") , will make a motion to the Court, on July 22, 2014, at 8:30 a.m. or as soon after that time as the motion can be heard, at 330 University Avenue, 8<sup>th</sup> floor, Toronto, Ontario.

**PROPOSED METHOD OF HEARING:** The motion is to be heard orally.

**THE MOTION IS FOR:**

1. An Order:

- (a) Abridging the time for service of this notice of motion and dispensing with service on any person other than those served;
- (b) Authorizing (and where necessary, authorizing *nunc pro tunc*) the Applicants, through myself as Chief Restructuring Officer and in consultation with the Monitor, to take all steps necessary with respect to The Cash Store Financial Limited and The Cash Store Limited, (collectively, the “UK Companies”), which operate Cash Store’s business in the United Kingdom (the “UK Business”), to:
  - (i) Demand repayment of the debts owing by The Cash Store Financial Limited and The Cash Store Limited to Cash Store Financial;
  - (ii) Apply to the High Court of Justice, Chancery Division (the “UK Court”) for the appointment of an administrator over The Cash Store Limited to facilitate the realization of the UK Companies’ assets;
  - (iii) Petition the UK Court for the appointment of a liquidator over The Cash Store Financial Limited;
  - (iv) Execute a witness statement in support of the UK Court application(s);
  - (v) Execute any other documentation required to effect the proposed administration and liquidation of the UK Companies; and
  - (vi) Assist the proposed administrator and liquidator to facilitate the administration or liquidation of the UK Companies;
- (c) Such further and other relief as this Honourable Court may deem just; and

2. An Order:
  - (a) Abridging the time for service of this notice of motion and dispensing with service on any person other than those served;
  - (b) Amending the Order of Regional Senior Justice Morawetz dated May 16, 2014 to provide for the transfer of trust funds in the amount of \$1,078,328.00 from Cassels Brock & Blackwell LLP (“Cassels Brock”) to Fasken Martineau DuMoulin LLP in trust, to be held for the benefit of Consumer Protection British Columbia (“CPBC”), as Trustee, until CPBC establishes bank accounts to carry out a refund process;
  - (c) Approving the Eighth Report of the Monitor and the activities contained therein;  
and
  - (d) Such further and other relief as this Honourable Court may deem just.

**THE GROUNDS FOR THE MOTION ARE:**

1. Cash Store’s subsidiary UK Companies currently operate 27 branches in the United Kingdom;
2. The UK Business is losing money and is funded by Cash Store’s Canadian operations;
3. In the absence of funding from Cash Store Financial, the UK Companies are insolvent;

4. Cash Store's Chief Restructuring Officer, in consultation with the Monitor, has determined that it is in the best interests of Cash Store and its stakeholders that Cash Store no longer provide financial support to the UK Business;
5. Cash Store Financial intends to apply to the UK Court to appoint an administrator over The Cash Store Limited after it demands repayment of debts owing to Cash Store Financial by The Cash Store Limited;
6. Appointing an administrator over The Cash Store Limited is the best way to achieve the realization of the UK Companies' assets for the benefit of all stakeholders;
7. Cash Store Financial also intends to petition the UK Court for the appointment of a liquidator over The Cash Store Financial Limited;
8. On May 16, 2014, this Honourable Court ordered that the amount of \$1,078,328.00, held in trust by Cassels Brock be paid to a trust account to be opened by Cash Store Financial, in its capacity as Trustee of the Compliance Order Trust (as defined in the Beitchman Affidavit, sworn May 15, 2014), and approved by CPBC in accordance with the Compliance Order and Supplemental Compliance Order (as defined in the Beitchman Affidavit);
9. CPBC has taken steps to remove Cash Store Financial as Trustee of the Compliance Order Trust and appoint itself as the new trustee;
10. CPBC will administer the distribution of the trust funds going forward;
11. Fasken Martineau DuMoulin LLP as counsel for CPBC has requested that the trust funds in the amount of \$1,078,328.00 be transferred from Cassels Brock to Fasken

Martineau DuMoulin LLP in trust (as opposed to Cash Store) to be held for the benefit of CPBC, as Trustee, until CPBC establishes bank accounts to carry out a refund process;

12. The proposed amendment to the May 16, 2014 Order is in furtherance of this request and will assist in the efficient administration of the trust funds;

13. The provisions of the CCAA, including section 11 thereof, and the inherent and equitable jurisdiction of this Honourable Court;

14. Rules 2.03, 3.02, and 16 of the Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended and section 106 of the Ontario *Courts of Justice Act*, R.S.O. 1990, c. C.43 as amended; and

15. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

1. Affidavit of William E. Aziz dated July 17, 2014 and attached exhibits;
2. The Eighth Report of the Monitor; and

3. Such further and other materials as counsel may advise and this Honourable Court may permit.

July 17, 2014

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of the Applicants

**TO: SERVICE LIST**



**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., Installoys Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., 1693926 Alberta Ltd. doing business as "The Title Store"**

*Ontario*  
**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**NOTICE OF MOTION**

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

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SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
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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

**AFFIDAVIT OF WILLIAM E. AZIZ**

(Sworn July 17, 2014)

I, William E. Aziz, of the Town of Oakville, in the Province of Ontario, MAKE  
OATH AND SAY:

***Introduction***

1. This Affidavit is made in support of a motion by The Cash Store Financial Services Inc. ("Cash Store Financial") and its affiliated companies The Cash Store Inc., TCS - Cash Store Inc., Instaloans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd. doing business as "The Title Store" (collectively "Cash Store" or the "Applicants") for an Order (i) authorizing (and where necessary, authorizing *nunc pro tunc*) the Applicants, through myself as Chief Restructuring Officer and in consultation with the Monitor, to take all

steps necessary with respect to The Cash Store Financial Limited (“Holdco UK”) and The Cash Store Limited (“Opco UK”) (collectively, the “UK Companies”), which operate Cash Store’s business in the United Kingdom (the “UK Business”), to: (a) demand repayment of the debts owing by Opco UK and Holdco UK to Cash Store Financial; (b) apply to the High Court of Justice, Chancery Division (the “UK Court”) for the appointment of an administrator over Opco UK to facilitate the realization of the UK Companies’ assets; (c) petition the UK Court for the appointment of a liquidator over Holdco UK; (d) execute a witness statement in support of the UK Court application(s); (e) execute any other documentation required to effect the proposed administration and liquidation of the UK Companies; and (f) assist the proposed administrator and liquidator to facilitate the administration or liquidation of the UK Companies; and (ii) amending the Order of Regional Senior Justice Morawetz dated May 16, 2014 to provide for the transfer of trust funds in the amount of \$1,078,328.00 from Cassels Brock & Blackwell LLP (“Cassels Brock”) to Fasken Martineau DuMoulin LLP in trust, to be held for the benefit of Consumer Protection British Columbia (“CPBC”), as Trustee, until CPBC establishes bank accounts to carry out a refund process.

2. I am the President of BlueTree Advisors Inc. (“BlueTree”), which has been retained by Cash Store Financial to provide my services as Chief Restructuring Officer (“CRO”) to Cash Store. I was retained pursuant to an Engagement Letter dated April 14, 2014. A copy of my Engagement Letter and the recent amendment thereto that has been agreed to but not yet signed are attached as Exhibits “A” and “B”.

3. BlueTree was appointed as CRO of the Applicants pursuant to paragraph 23 of the Amended and Restated Initial Order of Regional Senior Justice Morawetz dated April 15, 2014 (the “Initial Order”).

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4. As Cash Store's CRO, and in accordance with the Initial Order, I have the authority to direct the operations and management of Cash Store and its restructuring, and Cash Store's officers (including its executive management team) report to me. As such, I have personal knowledge of the matters deposed to herein, except where otherwise stated. I have spoken with certain of the officers, advisors and/or employees of Cash Store and of the UK Companies, as well as the Monitor, as necessary, and where I have relied on information from such discussions, I believe such information to be true.

### ***Update Regarding the DIP Facility***

5. Upon my appointment as CRO, I consulted with FTI Consulting Canada, Inc. (the "Monitor") and Rothschild Inc. ("Rothschild") to develop a process to solicit bids for a new Debtor-in-Possession ("DIP") loan facility.

6. Cash Store subsequently negotiated an amended and restated debtor-in-possession term sheet (the "Amended DIP Facility") with Coliseum Capital Partners, LP, Coliseum Capital Partners II, LP and Blackwell Partners, LLC (collectively, "Coliseum"), Alta Fundamental Advisers, LLC, (collectively with Coliseum, the "Initial DIP Lenders") and certain members of the *ad hoc* committee of holders of Applicants' 11 ½% senior secured notes (the "Ad Hoc Committee") (collectively, the "DIP Lenders").

7. On May 17, 2014, this Honourable Court approved the Amended DIP Facility.

8. Cash Store has drawn down the full \$6 million of the first tranche of additional funding available under the Amended DIP Facility. Since my last affidavit was sworn on May 15, 2014 (the "Fourth Aziz Affidavit"), Cash Store exercised the Extension Option (as defined in the Amended DIP Facility), which was accepted and funded by the DIP Lenders and which

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provided an additional \$2 million of liquidity to Cash Store.

9. The Amended DIP Facility has provided liquidity in an amount that is projected to be sufficient to allow Cash Store to operate as a going concern during the current Stay Period which expires on August 15, 2014. Cash Store will likely require further DIP financing in order to complete the ongoing sale process in an effort to maximize enterprise value for stakeholders. Based on current cash flow projections, Cash Store does not require further DIP financing until the week ending August 29, 2014. I understand that updated cash flow projections will be attached to the Monitor's Eighth Report to be filed prior to the hearing of this motion.

### ***Update Regarding Sale Process***

10. As outlined in the Affidavit of Steven Carlstrom, sworn April 14, 2014 (the "Carlstrom Affidavit"), and in the Fourth Aziz Affidavit, Rothschild initiated a sale process prior to the CCAA filing to seek a sale of or significant investment in Cash Store. Rothschild contacted numerous parties, including financial buyers and strategic buyers based in both Canada and the United States. Strategic buyers who have been contacted include companies in the consumer finance and alternative financial services sectors and financial buyers were selected based on their past experience in the financial services sector, previous investments in turnaround situations and ability and willingness to deploy capital quickly. In total, Rothschild contacted 146 parties, comprised of 103 financial buyers and 43 strategic buyers.

11. Of the 146 parties contacted, 76 were provided with public teasers and 56 requested Non-disclosure agreements ("NDAs"). As of July 15, 2014, 33 parties had executed NDAs and received access to the virtual dataroom to conduct due diligence on Cash Store. Rothschild also provided all parties who executed NDAs with Cash Store's business plan.

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12. In the Initial Order, this Honourable Court authorized Rothschild to continue the sale process as described in the Carlstrom Affidavit, in consultation with the Monitor.

13. By Order of Regional Senior Justice Morawetz, dated June 16, 2014, this Honourable Court approved the Sale Process as set out in Schedule "A" to that Order and as described in the Fourth Aziz Affidavit.

14. On June 3, 2014, Cash Store received a number of non-binding letters of intent, which I reviewed in consultation with Rothschild and the Monitor. These non-binding letters of intent were provided to the DIP Lenders and their advisors in accordance with the Amended DIP Facility. Several of the interested parties (the "Potential Bidders") were contacted and invited to proceed to the second phase of the Sale Process. I am continuing to work closely with Rothschild and the Monitor to advance the Sale Process. As part of the second phase of the Sale Process, Cash Store has taken, among others, the following steps:

- (a) The dataroom has been populated with further due diligence information. The collection of due diligence materials for the Sale Process is now substantially completed, however, follow-on requests continue to arise and be responded to;
- (b) Cash Store senior management and I have made management presentations to the Potential Bidders. The Monitor also attended the management presentations;
- (c) Rothschild has had multiple calls and conversations with most of the Potential Bidders;
- (d) My counsel and I have had numerous discussions with many of the Potential Bidders;

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- (e) Cash Store is facilitating various Potential Bidders' access to Cash Store's Chief Compliance and Regulatory Affairs Officer (the "CCRO"), Cash Store's auditor, and the Ontario payday lending regulator;
- (f) Cash Store has also arranged visits for Potential Bidders to Cash Store's head office in Edmonton; and
- (g) Cash Store circulated the draft form of purchase agreement to Potential Bidders.

29. The Sale Process approved pursuant to the June 16, 2014 Order provides that in order for a bid to be considered a Qualified Bid (as defined in the Sale Process), it must satisfy certain conditions and be submitted by July 11, 2014 (the "Bid Deadline"). The Sale Process provided that the Bid Deadline may be extended by the CRO, in consultation with Rothschild and Houlihan Lokey Capital Inc. ("Houlihan"), and with the consent of the Monitor. In response to feedback from Potential Bidders, I have determined, with the consent of the Monitor, and in consultation with Rothschild and Houlihan, to extend the Bid Deadline to July 21, 2014.

### ***Update Regarding B.C. Trust Funds***

30. On May 16, 2014, Cassels Brock made a motion before this Court requesting direction as to the payment of certain funds held in trust by Cassels Brock in the name of Cash Store Financial. The vast majority (\$1,078,328.00) of these funds were amounts held in trust for the purpose of satisfying a Compliance Order (as defined in the Beitchman Affidavit, sworn May 15, 2014) issued in British Columbia by CPBC and affirmed in Judicial Review by the British Columbia Supreme Court in January 2014.

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31. On May 16, 2014, this Honourable Court ordered that the amount of \$1,078,328.00, held in trust by Cassels Brock, be paid to a trust account to be opened by Cash Store Financial, in its capacity as Trustee of the Compliance Order Trust (as defined in the Beitchman Affidavit), and approved by CPBC in accordance with the Compliance Order and Supplemental Compliance Order (as defined in the Beitchman Affidavit). A copy of the May 16, 2014 Order is attached as Exhibit "C".

32. On June 20, 2014, the CCRO, the Monitor and I met with representatives of CPBC. Subsequent to that meeting, CPBC took steps to remove Cash Store Financial as Trustee of the Compliance Order Trust and appoint itself as the new trustee. A copy of the notice of removal of trustee and appointment of replacement trustee is attached as Exhibit "D". CPBC will administer the distribution of the trust funds going forward in accordance with the Compliance Order.

33. Given these developments, Fasken Martineau DuMoulin LLP as counsel for CPBC has requested that the trust funds in the amount of \$1,078,328.00 be transferred from Cassels Brock to Fasken Martineau DuMoulin LLP in trust (as opposed to Cash Store) to be held for the benefit of CPBC, as Trustee, until CPBC establishes bank accounts to carry out the refund process. Cassels Brock has therefore requested that the May 16, 2014 Order be amended to specifically provide for the payment to be made to Fasken Martineau DuMoulin in trust.

### ***The UK Business***

34. As set out in the Carlstrom Affidavit, the UK payday lending market is still developing. The estimated market was £2 to £2.2 billion in 2011/12, up from an estimated £900 MM in 2008/09. This corresponds to between 7.4 million and 8.2 million new loans issued.



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35. As set out in the Carlstrom Affidavit, on April 14, 2010, Cash Store opened its first branch in the UK and subsequently expanded its operations to include 27 branches in the UK operating under the banner “Cash Store Financial”. Cash Store employs approximately 130 employees in the UK Business.

36. As set out in the Carlstrom Affidavit, the UK Companies process their own accounts payable and payroll. As funding is required for the UK Business, Cash Store purchases British Pounds Sterling and transfers funds from its CIBC bank accounts to The Cash Store Limited’s bank accounts with Barclays.

37. On June 18 and 19, 2014, my counsel and I travelled to The Cash Store Limited’s UK head office in Manchester, England to meet with senior management and company counsel of The Cash Store Limited. The purpose of the meeting was to better understand Cash Store’s operations in the UK and to discuss the viability of the UK business going forward.

38. An affiliate of the Monitor, FTI Consulting LLP (“FTI UK”) was asked to engage with senior management of Cash Store’s UK Business on a limited basis from the perspective of Cash Store’s Canadian operations to (i) estimate the UK Business’s future funding needs; (ii) form a preliminary view as to whether Cash Store’s Canadian operations should provide any further funding; and (iii) outline the options in respect of the UK Business should the decision be made not to provide further funding. I have discussed the findings of FTI UK with my legal advisors and the Monitor.

39. As a result of these meetings and discussions, I have formed the view that it is in the best interests of Cash Store and its stakeholders that Cash Store no longer provide financial

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support to the UK Business. I have been informed by the Monitor that it concurs with this decision. This decision is based, among other things, on the following considerations:

- (a) The UK Business continues to lose money and has been funded by Cash Store's Canadian business for some time – Cash Store has provided approximately £10 million in funding over the last two years;
- (b) The UK Business only has approximately £2.7 million in outstanding payday loans, of which only £0.8 million is not overdue, a relatively small loan portfolio when compared to the amount of funding the UK Business requires;
- (c) It is estimated that the UK Business may require in excess of £700,000 of funding during the next 13 weeks;
- (d) Losses suffered on Cash Store's payday loans made in the UK are significantly higher than Cash Store's Canadian payday loan losses;
- (e) The Potential Bidders in the Sale Process have not indicated a willingness to purchase the UK Business, despite direct inquiries being made with Potential Bidders regarding a potential acquisition of the UK Business;
- (f) The Amended DIP Facility contains certain restrictions with respect to the funding of the UK entities;
- (g) The rent and payroll obligations for the UK Business are significant, totalling on average approximately £350,000 per month;
- (h) UK regulators have passed and are expected to pass new regulations that may cause restrictions on payday loan lenders, including a regulation expected to come

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into force in January 2015 that would cap interest and default charges for late repayment of payday loans at twice the sum that was originally borrowed. The UK Regulators have already implemented regulations which limit payday lenders' ability to roll over customer loans more than twice, as well as the ability to retrieve money out of a customer's bank account by way of a continuous payment authority; and

- (i) I am advised by FTI UK that only 3 of the UK branches are profitable.

40. The principal secured creditor of the UK Business is Computershare Trust Company of Canada which has the benefit of a debenture containing a fixed and floating charge. The debenture secures obligations incurred under the Credit Agreement (as defined in the Carlstrom Affidavit) as well as the senior secured Notes (as defined in the Carlstrom Affidavit).

41. The UK Business has been reliant on Cash Store's Canadian operations for funding for several years. As Cash Store Financial will not continue funding the UK Business, the UK Companies are unable to meet their liabilities as they come due.

42. As such, I have engaged with UK restructuring counsel, FTI UK - the proposed administrator, and certain members of Cash Store's UK management team, with respect to making demands for repayment of debts owed by the UK Companies to Cash Store Financial and the eventual proposed insolvency proceedings.

### ***Wind Up of UK Companies***

43. After consulting with the Monitor, FTI UK, and Cash Store Financial's

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restructuring counsel in the UK (Eversheds LLP), I have determined that the best and most efficient way to achieve the realization of the UK Companies' assets for the benefit of all stakeholders is for Cash Store Financial to make demand for the repayment of amounts owing to it by Opco UK and Holdco UK and to apply to the UK Court to appoint an administrator over Opco UK and a liquidator over Holdco UK.

44. I am advised by Eversheds LLP, and I believe, that in order to place Opco UK into administration, Cash Store Financial must make an application to the UK Court as a creditor of Opco UK. In the UK, an administration order is made where the applicant can prove that it will achieve one of the statutory purposes under the *UK Insolvency Act 1986*. I have been advised by Eversheds and FTI UK that the statutory purpose would be achieved as the administration will enable the more effective collection of the Opco UK's debtor loan book.

45. I am advised by Eversheds LLP, and I believe, that the alternative UK insolvency process, of liquidation, would take longer to effect (6 to 8 weeks, as against 7 days for administration) and that extra delay would prejudice the interests of creditors as it would likely result in lower realisations from debtors.

46. I am advised by Eversheds LLP, and I believe, that administration is not an available insolvency process for Holdco UK. This company has no assets and therefore the statutory purpose cannot be achieved. It is therefore proposed that Cash Store Financial as a creditor of Holdco UK petition the UK Court for the appointment of a liquidator.

47. On July 7, 2014, Cash Store announced that Gordon Reykdal (Cash Store Financial's former CEO) and Edward McClelland resigned from their positions as Directors of Cash Store. A copy of the press release announcing these resignations is attached as Exhibit "E". A copy of a letter from counsel for Mr. Reykdal and Mr. McClelland is attached as Exhibit

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“F”. A copy of a letter from my counsel to counsel for Mr. Reykdal and Mr. McClelland is attached as Exhibit “G”. Mr. Reykdal is the former Chief Executive Officer of Cash Store and effective May 22, 2014, is no longer with Cash Store. Since that time, Mr. Reykdal has not been involved in the operations or management of Cash Store or its affiliates, including with respect to the UK Business.

48. Mr. Reykdal remains as the sole director of the UK Companies. In order to protect the interests of all stakeholders I have concluded, on advice from Eversheds LLP and FTI UK, that Cash Store Financial should initiate the administration of Opco UK and the liquidation of Holdco UK by making applications to the UK Court.

49. I am advised by Eversheds LLP and believe that one of the prerequisites for applying to the UK Court for the appointment of an administrator over Opco UK and a liquidator over Holdco UK is that Cash Store Financial demand repayment of the loans owing to Cash Store Financial by Opco UK and Holdco UK.

50. In order to fund the UK Business, Cash Store Financial has historically transferred funds directly to Opco UK. Prior to Cash Store filing for CCAA protection, these loans were recorded in the UK Companies’ audited financial statements as debts owed by Holdco UK to Cash Store Financial, with the same amounts being owed by Opco UK to Holdco UK. The total amount of debt owed by Holdco UK to Cash Store Financial as of December 31, 2013 is £16,354,664. The most recent audited financial statements for the year ending September 2012 of Opco UK and Holdco UK are attached as Exhibits “H” and “I”.

51. Amounts lent to the UK Business by Cash Store Financial after Cash Store filed for CCAA protection were loans made directly to Opco UK and are owed by Opco UK directly to Cash Store Financial. Additionally, loans made after January 1, 2014 but before the CCAA

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filing were made directly to Opco UK and are owed directly to Cash Store Financial. The total amount of debt owed by Opco UK to Cash Store Financial amounts to £1,230,000, £285,000 of which was lent since Cash Store filed for CCAA protection.

52. Cash Store Financial intends to make a demand for immediate repayment of the debts owing by both Opco UK and Holdco UK. Additionally, Cash Store Financial intends to issue an application in the UK Court for the appointment of an administrator over Opco UK, which it will serve on Opco UK. Cash Store will also provide notice to Computershare Trust Company of Canada since I am advised by Eversheds LLP and believe that a creditor applying for the appointment of an administrator is required to give 5 clear days notice to any holder of security who themselves would be entitled to appoint an administrator. The demands and the application for the appointment of the UK administrator will be made immediately after serving the motion in Canada requesting the within relief.

53. Should the requested Order be made by this Court, after the five clear day notice period has passed (on July 25, 2014) with respect to the appointment of the UK administrator, Cash Store Financial intends to bring its application before the UK Court for the appointment of FTI UK as administrator of Opco UK. Cash Store Financial also intends to petition the UK Court for the appointment of FTI UK as liquidator over Holdco UK.

### ***Update Regarding Other Restructuring Activities***

54. Although the Applicants are not seeking a further stay extension at this time, I believe that the Applicants have been proceeding in good faith and with due diligence to effect a restructuring under the CCAA, and in particular a going concern sale transaction. Recent operational activities include:

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- (a) Worked to develop a “no cost” option in Nova Scotia that will allow customers to access their loan proceeds through in-store ATMs at no cost to them should they choose to receive their cash at the time of transacting; this option is a requirement for the renewal of Cash Store’s payday license in Nova Scotia;
- (b) Created and implemented a collection incentive program in Manitoba, New Brunswick, Newfoundland, PEI, Yukon and the Northwest Territories (provinces and territories where Cash Store is no longer actively lending) to incentivize employees to continue to collect from customers, resulting in collections which have exceeded expectations in these regions;
- ~~(c) Developed a client consent form in order to comply with new Canadian Anti-Spam legislation;~~
- (d) Continued to convert its loan management computer platforms to a newer loan management system;
- (e) Developed “Performance Improvement Plans” for branches whose profitability requires improvement;
- (f) Considered and discussed the potential to change head office space to a more affordable location; and
- (g) Negotiated a reduction in the amount of rent required to be paid in advance for the UK Business.

55. Since swearing the Fourth Aziz Affidavit, I have also:

- (a) Met and participated in in-depth discussions with management of the UK

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Business at Cash Store's UK head office in Manchester and in London regarding the viability of the UK business (as described further above);

- (b) Attended a meeting with the British Columbia regulator, the Monitor and the CCRO on June 20, 2014 to discuss Cash Store's business in British Columbia (meetings with other regulators were discussed in the Fourth Aziz Affidavit);
- (c) Attended further meetings with the Ontario regulator and with Potential Bidders to discuss the potential sale of the business;
- (d) Participated in discussions with the DIP Lenders, the Ad Hoc Committee and their respective advisors concerning the status of the CCAA proceedings, the Sale Process and next steps;
- (e) Continued to work with Rothschild, Houlihan (advisors to the Ad Hoc Committee), and the remaining members of the Cash Store management team to advance the Sale Process (I have not implemented a revised leadership structure and no longer anticipate doing so, as the current management team is working effectively and the Bid Deadline is rapidly approaching);
- (f) Participated in comprehensive discussions regarding Cash Store's business and its cash flows with members of senior management and its financial advisors; and
- (g) Worked closely with the Monitor with respect to all aspects of Cash Store's restructuring under the CCAA.

56. I intend to continue to work with Cash Store management toward the sale of the business in accordance with the milestones set out in the Amended DIP Facility.



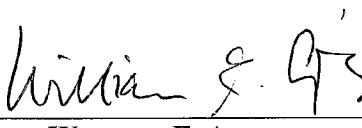
**Other Matters**

57. On April 8, 2014, Cash Store temporarily laid off approximately 262 associates in Ontario. Effective July 8, 2014, these temporarily laid off associates were permanently laid off by the operation of provincial employment standards. Effective June 2, 2014, approximately 90 associates were temporarily laid off in connection with the cessation of the brokered lending business in the Yukon, the Northwest Territories, Manitoba, PEI, New Brunswick and Newfoundland.

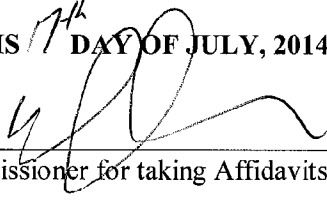
58. In addition to the termination of the employment of certain senior management personnel as described in the Fourth Aziz affidavit, on June 11 and 12, 2014, 16 corporate employees were terminated as part of the corporate restructuring plan. Additionally, six corporate employees have resigned over the past month.

SWORN BEFORE ME at the City of  
London, in the United Kingdom this  
17<sup>th</sup> day of July, 2014.

  
\_\_\_\_\_  
COMMISSIONER FOR TAKING AFFIDAVITS

  
\_\_\_\_\_  
WILLIAM E. AZIZ

**THIS IS EXHIBIT "A" TO THE AFFIDAVIT  
OF WILLIAM E. AZIZ SWORN BEFORE ME  
ON THIS 17<sup>th</sup> DAY OF JULY, 2014.**



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A commissioner for taking Affidavits



April 14, 2014

The Cash Store Financial Services Inc.  
 15511 123 Avenue  
 Edmonton, Alberta  
 Canada T5V 0C3

Attention: Mr. Eugene I. Davis, Chairman of the Board of Directors

**Re: Engagement of BlueTree Advisors Inc.**

This letter agreement ("Agreement") sets out the terms and conditions upon which The Cash Store Financial Services Inc. (the "Cash Store" or the "Company") hereby engages BlueTree Advisors Inc. ("BlueTree") to provide the services of William E Aziz ("Aziz") as an independent contractor to provide the services below to the Cash Store and its direct and indirect subsidiaries as Chief Restructuring Officer. It is my understanding that Cash Store requires advice in connection with its CCAA filing.

**1. The Services**

The services to be provided by BlueTree shall include:

- (a) consulting with the stakeholders of the Cash Store and its management with a view to the business and operations of the Cash Store and advising on the development and implementation of a resolution to the current issues facing the Cash Store;
- (b) providing such advice and assistance regarding the financial operations of the Cash Store as may be required from time-to-time;
- (a) assist with a possible plan to sell the Cash Store and/or a recapitalization plan (a "Transaction");
- (b) communicating and negotiating with all stakeholder groups of the Cash Store with a view to successfully implementing a Transaction;
- (c) signing for or on behalf of the Cash Store such documents, instruments, certificates or affidavits as may reasonably be required to commence or implement a Transaction; and
- (d) such other or incidental matters as maybe thought necessary or advisable by BlueTree in consultation with the stakeholders of the Cash Store, while at all

times acting with respect to the fiduciary duties required of an officer of the Cash Store.

BlueTree may not provide the services of any person other than Aziz without the prior written approval of Cash Store.

## **2. Information**

The Cash Store represents and warrants to BlueTree, and will use its best efforts to ensure, that all information provided to BlueTree, directly or indirectly, orally or in writing, in connection with the BlueTree engagement hereunder will be accurate and complete in all material respects, will not be misleading in any material way and will not omit to state any fact or information which might reasonably be considered material to BlueTree performing its services hereunder. BlueTree shall be under no obligation to verify independently any such information provided to or otherwise obtained by it. BlueTree shall also be under no obligation to determine whether there have been any changes in such information or to investigate any change in such information occurring after the date any of the same were provided to or obtained by BlueTree.

## **3. Fees and Expenses**

BlueTree's compensation for services referred to above will be as follows:

- (a) a work fee (the "**Work Fee**") of \$100,000 per month payable in advance by wire on the fourteenth day of each month commencing April 14, 2014, or when the fourteenth day falls on a non-business day, on the first business day thereafter.
- (b) a fee (the "**Success Fee**") of \$750,000 payable in cash which payment shall be triggered on terms to be agreed upon by no later than May 30, 2014 by BlueTree and the Agent under the Debtor-in-Possession Term Sheet dated April 13, 2014 between the Company and the DIP Lenders party thereto.
- (c) BlueTree shall be entitled to a Work Fee for a minimum period of two (2) months if this Agreement is terminated by the Cash Store (other than as a result of a default by BlueTree hereunder) before a Transaction. BlueTree acknowledges that the Cash Store may require the services of BlueTree even if a Transaction is completed prior to the period ending on the two (2) month anniversary of this Agreement.

The Transaction Fee will be payable if the events in paragraph 3(b) are completed or implemented (as the case may be) during the term of this engagement or within a period of six (6) months following: (i) the termination of this engagement by the Cash Store other than as a result of a breach of this Agreement by BlueTree or (ii) the termination of the Agreement by BlueTree as a result of the breach of this Agreement by the Cash Store. However, no Transaction Fee will be payable if BlueTree terminates this Agreement in accordance with Section 6.

In addition to the foregoing the Cash Store shall reimburse BlueTree for its reasonable out-of-pocket expenses including, but not limited to, legal fees, travel and communications expenses, courier charges and accommodation expenses, any of which may be incurred by BlueTree without prior written consent. Such reimbursable expenses will be payable on receipt of BlueTree's invoices by The Cash Store.

All or part of the foregoing may be subject to federal Harmonized Sales Tax ("HST"). Where such tax is applicable, an additional amount equal to the amount of tax owing thereon will be charged to and payable by the Cash Store, in addition to the fees of BlueTree. BlueTree shall provide its HST registration number to the Cash Store upon execution of this Agreement.

#### **4. Other Services**

If BlueTree is required to perform services in addition to those described above or to provide services of individuals other than Aziz, then the terms and conditions relating to such services will be outlined in a separate agreement and the fees for such services will be in addition to the fees payable hereunder and will be negotiated separately and in good faith.

#### **5. Indemnity**

The Cash Store agrees to indemnify BlueTree (the "**Indemnity**"). The Indemnity shall be in addition to and not in substitution for any other liability which the Cash Store or any other person may have to BlueTree or any other persons indemnified pursuant to indemnities apart from such Indemnity.

The Cash Store has represented that it has director and officer insurance coverage. The Cash Store will maintain, to the extent possible or practicable, the director and officer insurance coverage that was in place as at the date of execution of this Agreement, or coverage substantially comparable to that insurance that includes confirmation from the underwriters that Aziz is fully covered by the insurance as both CRO and a director of The Cash Store.

In connection with this Agreement, The Cash Store agrees to indemnify and hold harmless BlueTree and Aziz from and against any and all losses, expenses, claims, actions, damages and liabilities, joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of legal counsel on a solicitor and its or his own client basis that may be incurred in advising with respect to and/or defending any action, suit, proceeding, investigation or claim that may be made or threatened against either of BlueTree or Aziz or in enforcing this indemnity (collectively, the "**Claims**") to which BlueTree and/or Aziz may become subject to or otherwise involved in any capacity insofar as the Claims relate to, are caused by, result from, arise in respect of or are based upon, directly or indirectly, this engagement. The Cash Store also agrees that BlueTree and Aziz shall not have any liability (whether directly or indirectly in contract or tort or otherwise) to the Cash Store or any person asserting claims on behalf of or in right of the Cash Store for or in connection with this engagement except to the extent any losses, expenses, claims, actions, damages or liabilities incurred by the Cash Store are determined by a court of competent jurisdiction in a final judgment that has become non-

appealable to have resulted from the gross negligence or wilful misconduct of BlueTree or Aziz. The Cash Store will not, without BlueTree and/or Aziz's written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification may be sought hereunder (whether or not BlueTree and/or Aziz is a party thereto) unless such settlement, compromise, consent or termination includes a release of BlueTree and Aziz from any liabilities arising out of such action, suit, proceeding, investigation or claim. This indemnity can only be varied by the mutual agreement of the Cash Store, BlueTree and Aziz.

Promptly after receiving notice of any action, suit, proceeding or claim against either of BlueTree or Aziz or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought in accordance with the terms of this Agreement from the Cash Store, BlueTree and/or Aziz will notify the Cash Store in writing of the particulars thereof. The omission to notify the Cash Store shall not relieve the Cash Store of any liability which the Cash Store may have to either of BlueTree and/or Aziz.

The Cash Store also agrees to reimburse BlueTree and/or Aziz for the time spent by BlueTree and/or Aziz in connection with any claim at any time following the end of the engagement at the hourly rate of \$750.00 plus applicable taxes. BlueTree and Aziz may retain counsel to separately represent it or him in the defence of a claim, which shall be at the expense of the Cash Store on a solicitor and its or his own client basis if (i) the Cash Store does not assume the defence of a claim, (ii) the Cash Store agrees to separate representation or (iii) BlueTree and/or Aziz is advised by legal counsel that there is an actual or potential conflict in the Cash Store's and BlueTree's and/or Aziz's respective interests or additional defences are available to BlueTree and/or Aziz which make representation by the same counsel inappropriate.

#### **6. Survival of Terms and Termination**

This engagement shall take effect upon the execution of this Agreement and may be terminated by a written notice to that effect:

- (a) by the Cash Store; or
- (b) by BlueTree;

in each case upon not less than ten (10) days' written notice to that effect to the other persons mentioned in this section provided that the obligations of the Cash Store to indemnify BlueTree, to pay any amounts due to BlueTree pursuant to this Agreement, including fees, expenses and tax, and the representations and warranties provided by the Cash Store in connection with this Agreement shall survive the completion of the BlueTree engagement hereunder or other termination of this Agreement.

#### **7. Confidentiality**

It is BlueTree's policy to hold in confidence the affairs of its clients. Therefore, BlueTree will not use confidential information obtained from the Cash Store except in connection with the

services to be provided hereunder and will not disclose such confidential information to any third party or to any of its affiliates, employees or advisors except in connection with the services to be provided hereunder and will not use or make available to the Cash Store confidential information that BlueTree has obtained from any other client or that BlueTree may have developed or obtained in connection with its other activities.

#### 8. Other Activities

The Cash Store acknowledges that Aziz serves as a director of a number of other corporations which are not directly competitive with the Cash Store and that BlueTree provides services to other clients, including in the role as chief restructuring officer. BlueTree confirms that these other activities will not interfere with the ability of BlueTree or Aziz to provide the services contemplated by this Agreement.

#### 9. Other Matters

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance the laws of the Province of Ontario and the parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario. All financial references in this Agreement are denominated in Canadian dollars. If any provision hereof shall be determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect or any other provision hereof. Headings are used for convenience of reference only and shall not affect the interpretation hereof.

#### 10. Notices

All notices or other communications under this letter shall be in writing and e-mailed or faxed or delivered by personal delivery, if to Cash Store at:

The Cash Store Financial Services Inc.  
15511 123 Avenue  
Edmonton, Alberta  
Canada T5V 0C3

Attention: [to be determined]  
Fax: [to be determined]  
Email: [to be determined]

And if to BlueTree:

BlueTree Advisors Inc.  
32 Shorewood Place  
Oakville, ON L6K 3Y4

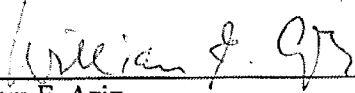
Attention: William E. Aziz  
Fax: 905-849-4248  
Email: [baziz@bluetreeadvisors.com](mailto:baziz@bluetreeadvisors.com)

or as each party may specify in written notice to the other party. Its notices and communications shall be effective when faxed, e-mailed or delivered as the case may be or, if such day is not a business day, on the first business day thereafter.

Please confirm that the foregoing is in accordance with your understanding by signing and returning the attached duplicate copy of the letter which will thereupon become a binding agreement. This Agreement may be executed in counterparts and delivered by email or telecopy.

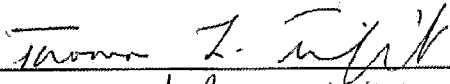
Yours very truly,

**BLUETREE ADVISORS INC.**

by   
William E. Aziz

For consideration received, the above terms and conditions are accepted and agreed to as of April 14, 2014

**THE CASH STORE FINANCIAL SERVICES INC.**

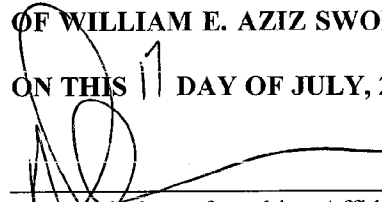
by   
Authorized Representative

by \_\_\_\_\_

I/We have the authority to bind the Company



**THIS IS EXHIBIT "B" TO THE AFFIDAVIT  
OF WILLIAM E. AZIZ SWORN BEFORE ME  
ON THIS 11 DAY OF JULY, 2014.**

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

---

A commissioner for taking Affidavits



July 17, 2014

Coliseum Capital Management, LLC  
 Metro Center  
 One Station Place, 7<sup>th</sup> Floor South  
 Stamford, CT, USA 06902

Attention: Chris Murphy and Chris Shackelton

Dear Sirs,

**Re: Engagement of BlueTree Advisors Inc.**

On April 14, 2014, The Cash Store Financial Services Inc. (“**Cash Store**” or the “**Company**”) engaged BlueTree Advisors Inc. (“**BlueTree**”) as Chief Restructuring Officer pursuant to a letter agreement of the same date (the “**Engagement Letter**”). Section 3(a) of the Engagement Letter provides for a fee (the “**Success Fee**”) of \$750,000 payable in cash by the Company which payment shall be triggered on terms to be agreed upon by no later than May 30, 2014 by BlueTree and the Agent under the Debtor-in-Possession Term Sheet dated April 13, 2014 between the Company and the DIP Lenders party thereto (the “**DIP Agreement**”). The DIP Agreement was amended and restated on May 20, 2014 and no Agent was appointed under the amended and restated DIP Agreement. As such, BlueTree and the DIP Lenders have reached an agreement that the Success Fee shall be payable upon the occurrence of a Transaction (as defined below) and wish to memorialize such agreement.

**1. Payment of the Success Fee**

The Success Fee shall be payable by the Company upon the occurrence of a Transaction.

**2. Definition of Transaction**

As used herein, the term “**Transaction**” means the consummation of any of the following, whether through one transaction or a series of transactions:

- (i) Any merger, consolidation, reorganization, recapitalization, business combination or other transaction (including for greater certainty a credit bid) pursuant to which a substantial portion of the Company is acquired by, or combined with, any person, group of persons, partnership, corporation or other entity (including, without limitation, existing creditors, employees, affiliates, and/or shareholders of the Company) (collectively, a “**Purchaser**”);
- (ii) The acquisition, directly or indirectly, by a Purchaser (or by one or more persons acting together with a Purchaser pursuant to a written agreement or

otherwise) of a substantial portion of the Company, in a single transaction or a series of transactions, of (x) all or substantially all of the assets or operations of any entity comprising the Company; or (y) all or substantially all of the outstanding or newly-issued shares or units of equity securities of any entity comprising the Company (or any securities convertible into, or options, warrants or other rights to acquire such equity securities);

(iii) Any other sale, transfer or assumption of a substantial portion of the assets or liabilities of the Company (including, without limitation, any consolidation or merger involving any entity comprising the Company);

(iv) Except with respect to any interim and / or court-approved debtor-in-possession financing, the issuance, whether public or private, of debt and/or equity securities of any entity comprising the Company or such other financing of any type raised;

(v) An out-of-court restructuring or recapitalization (including, without limitation, a “pre-packaged” or “pre-arranged” plan of reorganization through a tender offer, exchange offer, refinancing, consent solicitation or other process;

(vi) The confirmation of any other plan of reorganization;

(vii) Except with respect to any roll-up of debt into any interim and / or court-approved debtor-in-possession financing, the reinstatement, credit enhancement or repayment of any of the obligations under the Indenture in conjunction with any other transaction involving any entity comprising the Company.

Please confirm that the foregoing is in accordance with your understanding by signing and returning the attached duplicate copy of the letter, which shall be effective as of May 30, 2014. This acknowledgement may be executed in counterparts and delivered by email or telecopy.

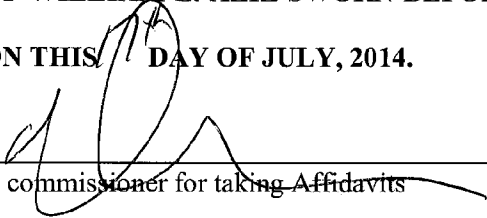
**BLUETREE ADVISORS INC.**

By:



William E. Aziz

**THIS IS EXHIBIT "C" TO THE AFFIDAVIT  
OF WILLIAM E. AZIZ SWORN BEFORE ME  
ON THIS DAY OF JULY, 2014.**



---

A commissioner for taking Affidavits

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE REGIONAL	)	FRIDAY, THE 16TH
	)	
SENIOR JUSTICE MORAWETZ	)	DAY OF MAY, 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

**ORDER**

THIS MOTION, made by Cassels Brock & Blackwell LLP ("Cassels Brock"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended was heard this day at 361 University Avenue, Toronto, Ontario.

ON READING the affidavit of Jason Beitchman sworn May 15, 2014 and the Exhibits thereto (the "**Beitchman Affidavit**") and on hearing the submissions of counsel for the Applicants, the Chief Restructuring Officer, the Monitor, and such other counsel present, no other person appearing although duly served as appears from the affidavit of service of Jessbinder Dhanoa sworn May 15, 2014.

- 2 -

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that the amount of \$1,087,866.45 currently held in trust by Cassels Brock in the name of The Cash Store Financial Services Inc. ("Cash Store") pursuant to a Consent Order (as defined in the Beitchman Affidavit), be paid out as follows:
  - (i) The amount of \$1,078,328.00, comprised of the Secured Amount and the Additional Amount (as defined in the Beitchman Affidavit) be paid to the BC Compliance Order Trust Account (as defined in the Beitchman Affidavit) to be opened by Cash Store, in its capacity as Trustee of the Compliance Order Trust (as defined in the Beitchman Affidavit) and approved by Consumer Protection British Columbia in accordance with the Compliance Order and Supplemental Compliance Order (as defined in the Beitchman Affidavit); and
  - (ii) The amount of \$9,538.45 be paid to Cash Store.
3. THIS COURT DECLARES that the Secured Amount and the Additional Amount are not subject to any of the Charges, as defined in and granted under the Amended and Restated Initial Order dated April 15, 2014, as amended.
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 Applicants, the Monitor 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 Applicants 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 Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
5. THIS COURT ORDERS that each of the Applicants 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.

A handwritten signature in black ink, appearing to read "G. A. Young, R.S.J.", written over a horizontal line.

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

MAY 16 2014

Handwritten initials "NB" in black ink, positioned below the date stamp.

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 CANDA INC., 5515433  
MANITOBA INC., 1693926 ALBERTA LTD DOING BUSINESS AS "THE TITLE  
STORE"

APPLICANTS

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

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

Proceeding commenced at TORONTO

**ORDER**

**Cassels Brock & Blackwell LLP**  
2100 Scotia Plaza  
40 King Street West  
Toronto, ON M5H 3C2

**Lara Jackson, LSUC #: 41858M**  
Tel: 416.860.2907  
Fax: 416.640.3108  
ljackson@casselsbrock.com

Lawyers for the Applicants



**THIS IS EXHIBIT "D" TO THE AFFIDAVIT  
OF WILLIAM E. AZIZ SWORN BEFORE ME  
ON THIS 17<sup>th</sup> DAY OF JULY, 2014.**

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned to the left of the printed title.

\_\_\_\_\_  
A commissioner for taking Affidavits

**NOTICE OF REMOVAL OF TRUSTEE AND  
APPOINTMENT OF REPLACEMENT TRUSTEE**

WHEREAS Cash Store Financial Inc. ("Cash Store") is the Original Trustee of the Compliance Order Trust by way of Trust Declaration dated April 9, 2014;

AND WHEREAS, the Trust Declaration reserves to the Business Practices and Consumer Protection Authority of BC ("Consumer Protection BC") the power to remove any Trustee from office upon written notice being provided to such Trustee and to appoint anyone to serve as a replacement trustee;

AND WHEREAS, it appears to Consumer Protection BC that Cash Store is incapable of carrying out the purpose of the Compliance Order Trust to make distributions and payments in accordance with a Supplemental Compliance Order dated November 30, 2012 by reason of a lack of financial resources;


THEREFORE,

1. Consumer Protection BC hereby removes Cash Store as Trustee of the Compliance Order Trust and appoints itself as the replacement Trustee, with the removal and appointment to take effect as of the date specified herein.


Dated: July 9, 2014.

CONSUMER PROTECTION BC

Per:

  
Authorized Signatory

**THIS IS EXHIBIT "E" TO THE AFFIDAVIT  
OF WILLIAM E. AZIZ SWORN BEFORE ME  
ON THIS 17 DAY OF JULY, 2014.**

  
\_\_\_\_\_  
A commissioner for taking Affidavits



## **NEWS RELEASE**

July 7, 2014

### **Cash Store Financial Announces Resignations of Gordon Reykdal and Ed McClelland from Directorships**

**EDMONTON, July 7, 2014** - The Cash Store Financial Services Inc. (the "Company") announced today that Gordon Reykdal and Ed McClelland have resigned from their positions as Directors of the Company and associated entities.

#### **About Cash Store Financial**

Cash Store Financial operates 506 branches across Canada under the banners "Cash Store Financial" and "Instaloans". Cash Store Financial also operates 27 branches in the United Kingdom.

Cash Store Financial and Instaloans primarily act as lenders to facilitate short-term advances and provide other financial services to income-earning consumers who may not be able to obtain them from traditional banks. Cash Store Financial also provides a private-label debit card (the "Freedom" card) and a prepaid credit card (the "Freedom MasterCard") as well as other financial services, including bank accounts.

Cash Store Financial is a Canadian corporation that is not affiliated with Cottonwood Financial Ltd. or the outlets Cottonwood Financial Ltd. operates in the United States under the name "Cash Store". Cash Store Financial does not do business under the name "Cash Store" in the United States and does not own or provide any consumer lending services in the United States.

#### **For further information:**

William Aziz  
Chief Restructuring Officer  
[baziz@bluetreadvisors.com](mailto:baziz@bluetreadvisors.com)

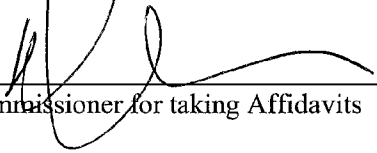
**Media:**

Joel Shaffer  
Longview Communications  
416-649-8006

**Forward Looking Statements:**

*This news release contains certain forward-looking statements about the objectives, strategies, financial conditions, results of operations and businesses of Cash Store Financial. Statements that are not historical facts are forward-looking and are subject to important risks, uncertainties and assumptions. These statements are based on our current expectations about our business, and upon various estimates and assumptions. The results or events predicted in these forward-looking statements may differ materially from actual results or events if known or unknown risks, trends or uncertainties affect our business, or if our estimates or assumptions turn out to be inaccurate. As a result, there is no assurance that the circumstances described in any forward-looking statement will materialize. Significant and reasonably foreseeable factors that could cause our results to differ materially from our current expectations, include, but are not limited to, any decision of the Ontario Superior Court of Justice in the CCAA proceedings that is adverse to Cash Store Financial, the inability of Cash Store Financial to fulfill the conditions to funding under any DIP financing agreement to be entered into by Cash Store Financial, and other factors that could affect Cash Store Financial's ability to continue its operations during the CCAA proceeding, including the factors that are discussed in the section entitled "Risk Factors" contained in our Annual Information Form for the year ended September 30, 2013 dated December 11, 2013 filed by The Cash Store Financial with the Canadian securities commissions (available on SEDAR at [www.sedar.com](http://www.sedar.com)), as updated in our most recent Management's Discussion and Analysis for the three months ended December 31, 2013. Unless required by law, we disclaim any intention or obligation to update any forward-looking statement even if new information becomes available, as a result of future events or for any other reason.*

**THIS IS EXHIBIT "F" TO THE AFFIDAVIT  
OF WILLIAM E. AZIZ SWORN BEFORE ME  
ON THIS 17 DAY OF JULY, 2014.**

  
\_\_\_\_\_  
A commissioner for taking Affidavits



130 Adelaide St. W T 416-865-9500  
 Suite 2600 F 416-865-9010  
 Toronto, ON www.litigate.com  
 Canada M5H 3P5

July 4, 2014

Peter Griffin  
 Direct line: 416-865-2921  
 Direct fax: 416-865-3558  
 Email: pgriffin@litigate.com

**SENT BY EMAIL**

William Aziz  
 Blue Tree Advisors  
 100 King Street West  
 Toronto, ON M5X 1C9

Dear Mr. Aziz:

**RE: The Cash Store Financial Services Inc.**

I attach for you Notices of Resignation on behalf of Gordon Reykdal and Ed McClelland from various directorships other than the UK entities.

As I understand that those entities require a director to remain viable, Mr. Reykdal has not delivered his resignation but requires you to either advise him of a replacement director immediately or provide him with adequate disclosure of information respecting the ongoing management of those businesses and suitable indemnification in the interim.

We look forward to hearing from you.

Yours very truly,

Peter Griffin

PHG/jl  
 Encls.

Cc: Marc Wasserman

## Notice of Resignation

TO: The Cash Store Financial Services Inc.  
The Cash Store Inc.  
TCS Cash Store Inc.  
Instaloans Inc.  
5515433 Manitoba Inc.  
7252331 Canada Inc.  
1693926 Alberta Ltd.

c/o The Chief Restructuring Officer,  
The Cash Store Financial Services Inc.

I hereby resign as a director of the following entities:

1. The Cash Store Financial Services Inc.
2. The Cash Store Inc.
3. TCS Cash Store Inc.
4. Instaloans Inc.
5. 5515433 Manitoba Inc.
6. 7252331 Canada Inc.
7. 1693926 Alberta Ltd.

DATED this 2 day of July, 2014.



Gordon Reykdal



### Notice of Resignation

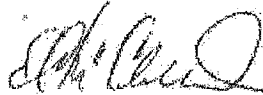
TO: The Cash Store Financial Services Inc.  
The Cash Store Inc.

c/o The Chief Restructuring Officer,  
The Cash Store Financial Services Inc.

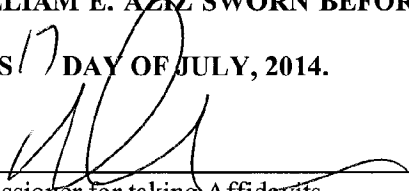
I hereby resign as a director of the following entities:

1. The Cash Store Financial Services Inc.
2. The Cash Store Inc.

DATED this *3rd* day of July, 2014.

  
\_\_\_\_\_  
Ed McClelland

**THIS IS EXHIBIT "G" TO THE AFFIDAVIT  
OF WILLIAM E. AZIZ SWORN BEFORE ME  
ON THIS 17 DAY OF JULY, 2014.**

  
\_\_\_\_\_  
A commissioner for taking Affidavits

Osler, Hoskin & Harcourt LLP  
 Box 50, 1 First Canadian Place  
 Toronto, Ontario, Canada M5X 1B8  
 416.362.2111 MAIN  
 416.862.6666 FACSIMILE

OSLER

Toronto

July 14, 2014

Montréal

Ottawa

Calgary

New York

Marc S. Wasserman  
 Direct Dial: 416.862.4908  
 mwasserman@osler.com  
 Our Matter Number: 1155484

**Sent By Electronic Mail**

Mr. Peter Griffin  
 Lenczner Slaght Royce Smith Griffin LLP  
 130 Adelaide St. W.  
 Suite 2600  
 TORONTO ON M5H 3P5

Dear Mr. Griffin:

**The Cash Store Financial Services Inc. (the "Company")**

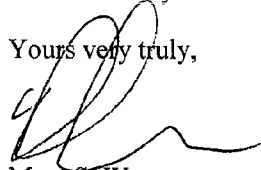
Mr. Aziz has forwarded your July 4, 2014 letter regarding the resignations on behalf of Gordon Reykdal and Ed McClelland to me.

With respect to the U.K. entities, the ongoing management of the business in the U.K. has been conducted in the same manner as it has been previous to the commencement of the CCAA proceedings and the recent resignations of your clients. Mr. Aziz, in his capacity as the Court-appointed Chief Restructuring Officer of the Company and certain of its subsidiaries, is continuing to consider the options regarding the U.K. business, including whether the Company is prepared or permitted under the terms of the DIP financing arrangement to continue funding the U.K. operations.

The Company does not intend to provide any indemnification to Mr. Reykdal in respect of the management of the U.K. business.

To the extent you wish to discuss further, please feel free to contact me.

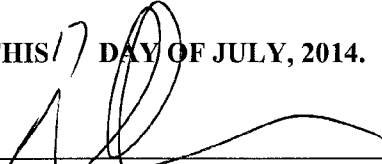
Yours very truly,



Marc S. Wasserman  
 MSW:amr

c: William Aziz, *Blue Tree Advisors II Inc.*  
 Jeremy Dacks, *Osler, Hoskin & Harcourt LLP*

**THIS IS EXHIBIT "H" TO THE AFFIDAVIT  
OF WILLIAM E. AZIZ SWORN BEFORE ME  
ON THIS 17 DAY OF JULY, 2014.**

  
\_\_\_\_\_  
A commissioner for taking Affidavits

**THE CASH STORE LIMITED**  
**FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED 30 SEPTEMBER 2012**  
**Company Registration Number 06773354**

**THE CASH STORE LIMITED**  
**FINANCIAL STATEMENTS**  
**YEAR ENDED 30 SEPTEMBER 2012**

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<b>CONTENTS</b>	<b>PAGE</b>
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Director's report	2
Independent auditor's report to the member	4
Profit and loss account	6
Balance sheet	7
Notes to the financial statements	8
 <b>The following pages do not form part of the statutory financial statements</b>	
Detailed profit and loss account	15
Notes to the detailed profit and loss account	16

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**THE CASH STORE LIMITED**  
**OFFICERS AND PROFESSIONAL ADVISERS**  
**YEAR ENDED 30 SEPTEMBER 2012**

---

<b>The director</b>	G Reykdal
<b>Business address</b>	4th & 5th Floors Applicon House Exchange Street Stockport SK3 0EY
<b>Registered office</b>	4th & 5th Floors Applicon House Exchange Street Stockport SK3 0EY
<b>Auditor</b>	Baker Tilly Audit Limited Chartered Accountants Rivermead House 7 Lewis Court Grove Park Enderby Leicestershire LE19 1SD

**THE CASH STORE LIMITED**  
**DIRECTOR'S REPORT**  
**YEAR ENDED 30 SEPTEMBER 2012**

---

The director presents his report and the financial statements of the company for the year ended 30 September 2012.

**Principal activity**

The principal activity of the company has been to provide and act as a lender of short term cash loans to the general public.

**Director**

The director who served the company during the year was as follows:

G Reykdal

**Director's responsibilities**

The director is responsible for preparing the Director's Report and the financial statements in accordance with applicable law and regulations.

Company law requires the director to prepare financial statements for each financial year. Under that law the director has elected to prepare the financial statements in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards and applicable law). Under company law the director must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the company and of the profit or loss of the company for that year.

In preparing these financial statements, the director is required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and accounting estimates that are reasonable and prudent; and
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The director is responsible for keeping adequate accounting records that are sufficient to show and explain the company's transactions and disclose with reasonable accuracy at any time the financial position of the company and enable him to ensure that the financial statements comply with the Companies Act 2006. He is also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

In so far as the director is aware:

- there is no relevant audit information of which the company's auditor is unaware; and
- the director has taken all steps that he ought to have taken as a director to make himself aware of any relevant audit information and to establish that the company's auditor is aware of that information.

**Auditor**

Baker Tilly Audit Limited (formerly RSM Tenon Audit Limited) are deemed to be reappointed under section 487(2) of the Companies Act 2006.



**THE CASH STORE LIMITED**  
**DIRECTOR'S REPORT** *(continued)*  
**YEAR ENDED 30 SEPTEMBER 2012**

---

**Small company provisions**

This report has been prepared in accordance with the provisions applicable to companies entitled to the small companies exemption.

Signed by

G Reykdal  
**Director**

Approved by the director on 12 December 2013

**THE CASH STORE LIMITED**  
**INDEPENDENT AUDITOR'S REPORT TO THE MEMBER OF THE CASH**  
**STORE LIMITED**  
**YEAR ENDED 30 SEPTEMBER 2012**

---

We have audited the financial statements of The Cash Store Limited for the year ended 30 September 2012 on pages 6 to 13. The financial reporting framework that has been applied in their preparation is applicable law and the Financial Reporting Standard for Smaller Entities (effective April 2008) (United Kingdom Generally Accepted Accounting Practice applicable to Smaller Entities).

This report is made solely to the company's member, as a body, in accordance with Chapter 3 of Part 16 of the Companies Act 2006. Our audit work has been undertaken so that we might state to the company's member those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's member as a body, for our audit work, for this report, or for the opinions we have formed.

**Respective responsibilities of director and auditor**

As explained more fully in the Director's Responsibilities Statement set out on page 2, the director is responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view. Our responsibility is to audit and express an opinion on the financial statements in accordance with applicable law and International Standards on Auditing (UK and Ireland). Those standards require us to comply with the Auditing Practices Board's Ethical Standards for Auditors.

**Scope of the audit of the financial statements**

A description of the scope of an audit of financial statements is provided on the Financial Reporting Council's website at [www.frc.org.uk/apb/scope/private.cfm](http://www.frc.org.uk/apb/scope/private.cfm).

**Opinion on financial statements**

In our opinion the financial statements:

- give a true and fair view of the state of the company's affairs as at 30 September 2012 and of its loss for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice applicable to Smaller Entities; and
- have been prepared in accordance with the requirements of the Companies Act 2006.

**Opinion on other matters prescribed by the Companies Act 2006**

In our opinion the information given in the Director's Report for the financial year for which the financial statements are prepared is consistent with the financial statements.

**THE CASH STORE LIMITED**  
**INDEPENDENT AUDITOR'S REPORT TO THE MEMBER OF THE CASH**  
**STORE LIMITED** *(continued)*  
**YEAR ENDED 30 SEPTEMBER 2012**

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**Matters on which we are required to report by exception**

We have nothing to report in respect of the following matters where the Companies Act 2006 requires us to report to you if, in our opinion:

- adequate accounting records have not been kept, or returns adequate for our audit have not been received from branches not visited by us; or
- the financial statements are not in agreement with the accounting records and returns; or
- certain disclosures of director's remuneration specified by law are not made; or
- we have not received all the information and explanations we require for our audit; or
- the director was not entitled to prepare the financial statements in accordance with the small companies regime and take advantage of the small companies' exemption in preparing the director's report.

Mark Evans, Senior Statutory Auditor  
For and on behalf of

Baker Tilly Audit Limited, Statutory Auditor  
Chartered Accountants  
Rivermead House  
7 Lewis Court  
Grove Park  
Enderby  
Leicestershire  
LE 19 1SD

Prior to 30 September 2013 Baker Tilly Audit Limited was named RSM Tenon Audit Limited.

Date:- .....

**THE CASH STORE LIMITED**  
**PROFIT AND LOSS ACCOUNT**  
**YEAR ENDED 30 SEPTEMBER 2012**

	Note	2012 £	2011 £
<b>Turnover</b>		6,222,655	1,593,219
Administrative expenses		(11,926,717)	(1,890,407)
Other operating income	2	-	15,445
<b>Operating loss</b>	3	(5,704,062)	(281,743)
Attributable to:			
Operating loss before exceptional items		(5,930,705)	(281,743)
Exceptional items	3	226,643	-
		(5,704,062)	(281,743)
Interest payable and similar charges		(13,258)	(3,735)
<b>Loss on ordinary activities before taxation</b>		(5,717,320)	(285,478)
Tax on loss on ordinary activities	4	(122,000)	122,000
<b>Loss for the financial year</b>		(5,839,320)	(163,478)

The notes on pages 8 to 13 form part of these financial statements.

**THE CASH STORE LIMITED**

Registered Number 06773354

**BALANCE SHEET****30 SEPTEMBER 2012**

	Note	2012		2011	
		£	£	£	£
<b>Fixed assets</b>					
Tangible assets	5		1,605,529		713,031
<b>Current assets</b>					
Debtors	6	2,638,582		2,501,485	
Cash at bank and in hand		980,712		706,128	
		<u>3,619,294</u>		<u>3,207,613</u>	
<b>Creditors: amounts falling due within one year</b>	8	<u>(999,336)</u>		<u>(450,900)</u>	
<b>Net current assets</b>			2,619,958		2,756,713
<b>Total assets less current liabilities</b>			<u>4,225,487</u>		<u>3,469,744</u>
<b>Creditors: amounts falling due after more than one year</b>	9		(10,407,547)		(3,812,484)
			<u>(6,182,060)</u>		<u>(342,740)</u>
<b>Capital and reserves</b>					
Called-up share capital	12		1		1
Profit and loss account	13		(6,182,061)		(342,741)
<b>Shareholder's funds</b>			<u>(6,182,060)</u>		<u>(342,740)</u>

These accounts have been prepared in accordance with the provisions applicable to companies subject to the small companies regime and with the Financial Reporting Standard for Smaller Entities (effective April 2008).

These accounts were approved and signed by the director and authorised for issue on 12 December 2013.

G Reykdal  
Director

The notes on pages 8 to 13 form part of these financial statements.

**THE CASH STORE LIMITED**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED 30 SEPTEMBER 2012**

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**1. Accounting policies**

**Basis of accounting**

The financial statements have been prepared under the historical cost convention, and in accordance with the Financial Reporting Standard for Smaller Entities (effective April 2008).

**Going concern**

The financial statements have been prepared on a going concern basis. The validity of this assumption depends upon the continued support of the ultimate parent undertaking, The Cash Store Financial Services Inc., who have indicated their willingness to continue to financially support the company. On this basis the director considers the company a going concern for the foreseeable future.

**Turnover**

The turnover shown in the profit and loss account represents the value of all commission and interest charged to external customers during the year.

**Tangible fixed assets**

Tangible fixed assets are stated at cost less depreciation. Cost represents purchase price together with any incidental costs of acquisition.

**Depreciation**

Depreciation is calculated so as to write off the cost of an asset, net of anticipated disposal proceeds, over the useful economic life of that asset as follows:

Leasehold property	-	Over the life of the lease
Fixtures & fittings	-	20% straight line per annum
Motor vehicles	-	20% straight line per annum
Equipment	-	25% straight line per annum

**Hire purchase agreements**

Assets held under hire purchase agreements are capitalised and disclosed under tangible fixed assets at their fair value, and are depreciated in accordance with the above depreciation policies.

Future instalments payable under such agreements, net of finance charges, are included within creditors. Rentals payable are apportioned between the capital element, which reduces the outstanding obligation included within creditors, and the finance element, which is charged to the profit and loss account on a sum of digits basis.

**Operating lease agreements**

Rentals applicable to operating leases where substantially all of the benefits and risks of ownership remain with the lessor are charged against profits on a straight line basis over the period of the lease.

**THE CASH STORE LIMITED**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED 30 SEPTEMBER 2012**

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**1. Accounting policies (continued)**

**Deferred taxation**

Deferred tax is recognised in respect of all timing differences that have originated but not reversed at the balance sheet date where transactions or events have occurred at that date that will result in an obligation to pay more tax or a right to pay less tax in the future have occurred by the balance sheet date with certain limited exceptions. Deferred tax is calculated on an undiscounted basis at the tax rates that are expected to apply in the periods in which the timing differences are expected to reverse, based on tax rates and laws enacted or substantively enacted at the balance sheet date.

**Foreign currencies**

Transactions denominated in foreign currencies are recorded at the rates of exchange ruling at the dates of the transactions, or at an average rate for the period if the rates do not fluctuate significantly. Monetary assets and liabilities are translated at year end exchange rates or, where appropriate, at rates of exchange fixed under the terms of the relevant transaction. The resulting exchange rate differences are charged to the profit and loss account.

**Financial instruments**

Financial instruments are classified and accounted for, according to the substance of the contractual arrangement as either financial assets, financial liabilities or equity instruments. An equity instrument is any contract that evidences a residual interest in the assets of the company after deducting all of its liabilities.

**2. Other operating income**

	<b>2012</b>	<b>2011</b>
	£	£
Other operating income	—	<u>15,445</u>

**3. Operating loss**

Operating loss is stated after charging/(crediting):

	<b>2012</b>	<b>2011</b>
	£	£
Director's remuneration	—	—
Depreciation of owned fixed assets	274,902	62,498
Depreciation of assets held under hire purchase agreements	15,460	3,357
Loss/(profit) on disposal of fixed assets	392	(1,707)
Auditor's fees	15,000	6,950
Net loss/(profit) on foreign currency translation	162,895	(128,390)
Exceptional gain on lease termination	<u>(226,643)</u>	<u>—</u>

The exceptional gain relates to the compensation received on the compulsory termination of a property rental lease, net of the associated relocation costs.

**THE CASH STORE LIMITED**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED 30 SEPTEMBER 2012**

**4. Taxation on ordinary activities****Analysis of charge in the year**

	2012 £	2011 £
Deferred tax:		
Origination and reversal of timing differences	122,000	(122,000)

**5. Tangible fixed assets**

	Leasehold property £	Fixtures & fittings £	Motor vehicles £	Equipment £	Total £
<b>Cost</b>					
At 1 October 2011	488,014	240,385	18,474	41,229	788,102
Additions	742,403	389,785	–	84,421	1,216,609
Disposals	(44,994)	(712)	–	–	(45,706)
At 30 September 2012	<u>1,185,423</u>	<u>629,458</u>	<u>18,474</u>	<u>125,650</u>	<u>1,959,005</u>
<b>Depreciation</b>					
At 1 October 2011	39,493	26,730	3,370	5,478	75,071
Charge for the year	156,368	106,212	3,695	24,087	290,362
On disposals	(11,636)	(321)	–	–	(11,957)
At 30 September 2012	<u>184,225</u>	<u>132,621</u>	<u>7,065</u>	<u>29,565</u>	<u>353,476</u>
<b>Net book value</b>					
At 30 September 2012	<u>1,001,198</u>	<u>496,837</u>	<u>11,409</u>	<u>96,085</u>	<u>1,605,529</u>
At 30 September 2011	<u>448,521</u>	<u>213,655</u>	<u>15,104</u>	<u>35,751</u>	<u>713,031</u>

**Hire purchase agreements**

Included within the net book value of £1,605,529 is £51,487 (2011 - £23,917) relating to assets held under hire purchase agreements. The depreciation charged to the financial statements in the year in respect of such assets amounted to £15,460 (2011 - £3,357).

**6. Debtors**

	2012 £	2011 £
Trade debtors	1,659,751	2,023,635
Other debtors	978,831	355,850
Deferred taxation (note 7)	–	122,000
	<u>2,638,582</u>	<u>2,501,485</u>



**THE CASH STORE LIMITED**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED 30 SEPTEMBER 2012**

**7. Deferred taxation**

The deferred tax included in the Balance sheet is as follows:

	<b>2012</b>	<i>2011</i>
	£	£
Included in debtors (note 6)	-	<u>122,000</u>

The movement in the deferred taxation account during the year was:

	<b>2012</b>	<i>2011</i>
	£	£
At 1 October 2011	122,000	-
Profit and loss account movement arising during the year	<u>(122,000)</u>	<u>122,000</u>
At 30 September 2012	-	<u>122,000</u>

The balance of the deferred taxation account consists of the tax effect of timing differences in respect of:

	<b>2012</b>	<i>2011</i>
	£	£
Tax losses available	-	<u>122,000</u>
	-	<u>122,000</u>

**8. Creditors: amounts falling due within one year**

	<b>2012</b>	<i>2011</i>
	£	£
Trade creditors	12,472	60,011
Other taxation and social security	61,379	35,873
Hire purchase agreements	23,301	4,938
Other creditors	<u>902,184</u>	<u>350,078</u>
	<u>999,336</u>	<u>450,900</u>

The following liabilities disclosed under creditors falling due within one year are secured by the company:

	<b>2012</b>	<i>2011</i>
	£	£
Hire purchase agreements	<u>23,301</u>	<u>4,938</u>

Hire purchase agreements are secured on the assets to which they relate.

**9. Creditors: amounts falling due after more than one year**

	<b>2012</b>	<i>2011</i>
	£	£
Amounts owed to group undertakings	10,351,069	3,796,281
Hire purchase agreements	<u>56,478</u>	<u>16,203</u>
	<u>10,407,547</u>	<u>3,812,484</u>

**THE CASH STORE LIMITED**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED 30 SEPTEMBER 2012**

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**9. Creditors: amounts falling due after more than one year (continued)**

The following liabilities disclosed under creditors falling due after more than one year are secured by the company:

	2012	2011
	£	£
Hire purchase agreements	<u>56,478</u>	<u>16,203</u>

Hire purchase agreements are secured on the assets to which they relate.

**10. Commitments under operating leases**

At 30 September 2012 the company had aggregate annual commitments under non-cancellable operating leases as set out below.

	2012	2011
	£	£
Operating leases which expire:		
Within 2 to 5 years	144,769	113,000
After more than 5 years	<u>539,737</u>	<u>178,100</u>
	<u>684,506</u>	<u>291,100</u>

**11. Related party transactions**

The company is exempt from the requirements of Financial Reporting Standard 8 (Related Party Disclosures) to disclose transactions with other group undertakings as it is a wholly-owned subsidiary, and consolidated accounts are prepared which are publicly available.

**12. Share capital**

**Allotted, called up and fully paid:**

	2012		2011	
	No	£	No	£
Ordinary shares of £1 each	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>

**13. Profit and loss account**

	2012	2011
	£	£
Balance brought forward	(342,741)	(179,263)
Loss for the financial year	<u>(5,839,320)</u>	<u>(163,478)</u>
Balance carried forward	<u>(6,182,061)</u>	<u>(342,741)</u>

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**THE CASH STORE LIMITED**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED 30 SEPTEMBER 2012**

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**14. Immediate and ultimate parent undertaking**

The immediate parent undertaking is The Cash Store Financial Limited, a company incorporated in the United Kingdom.

The company's ultimate parent undertaking is The Cash Store Financial Services Inc., a company incorporated in Canada. This company heads the smallest and largest group in which the company's results are consolidated. The consolidated financial statements are publicly available from the head office 15511 – 123 Avenue, Edmonton, Alberta T5V 0C3.

**15. Ultimate controlling party**

The director of the company is of the opinion that there is no ultimate controlling party.

**THE CASH STORE LIMITED  
MANAGEMENT INFORMATION  
YEAR ENDED 30 SEPTEMBER 2012**

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**The following pages do not form part of the statutory financial statements  
which are the subject of the independent auditor's report on pages 4 to 5.**

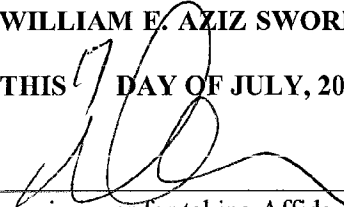
**THE CASH STORE LIMITED**  
**DETAILED PROFIT AND LOSS ACCOUNT**  
**YEAR ENDED 30 SEPTEMBER 2012**

	2012 £	2011 £
<b>Turnover</b>	6,222,655	1,593,219
<b>Overheads</b>		
Administrative expenses	(11,926,717)	(1,890,407)
	(5,704,062)	(297,188)
<b>Other operating income</b>		
Other operating income	—	15,445
<b>Operating loss</b>	(5,704,062)	(281,743)
Bank interest payable	(13,258)	(3,735)
<b>Loss on ordinary activities</b>	(5,717,320)	(285,478)

**THE CASH STORE LIMITED**  
**NOTES TO THE DETAILED PROFIT AND LOSS ACCOUNT**  
**YEAR ENDED 30 SEPTEMBER 2012**

	2012		2011	
	£	£	£	£
<b>Administrative expenses</b>				
<b>Personnel costs</b>				
Wages and salaries	3,280,792		904,258	
Other payroll costs	84,549		7,638	
		3,365,341		911,896
<b>Establishment expenses</b>				
Rent	659,717		140,852	
Rates and water	89,053		60,875	
Light and heat	55,118		30,415	
Insurance	53,477		16,728	
Repairs and maintenance	58,981		1,084	
		916,346		249,954
<b>General expenses</b>				
Travel and subsistence	251,736		62,952	
Vehicle leasing charges	15,075		2,564	
Telephone	178,825		32,977	
Office expenses	338,063		148,807	
Printing, stationery and postage	43,239		-	
Staff training	-		713	
Sundry expenses	6,479		8,003	
Advertising	144,272		24,402	
Legal and professional fees	667,243		128,553	
Accountancy fees	-		14,050	
Auditors remuneration	15,182		6,950	
Exceptional gain on lease termination	(226,643)		-	
Depreciation	290,362		65,855	
Loss/(Profit) on disposal of fixed assets	392		(1,707)	
		1,724,225		494,119
<b>Financial costs</b>				
Provision for bad debts	5,244,625		322,495	
Bank charges	513,285		40,333	
Net loss/(gain) on foreign currency translation	162,895		(128,390)	
		5,920,805		234,438
		<u>11,926,717</u>		<u>1,890,407</u>

**THIS IS EXHIBIT "I" TO THE AFFIDAVIT  
OF WILLIAM E. AZIZ SWORN BEFORE ME  
ON THIS 7 DAY OF JULY, 2014.**

  
\_\_\_\_\_  
A commissioner for taking Affidavits

**THE CASH STORE FINANCIAL LIMITED  
FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 30 SEPTEMBER 2012**

**Company Registration Number 06773351**



**THE CASH STORE FINANCIAL LIMITED**  
**FINANCIAL STATEMENTS**  
**YEAR ENDED 30 SEPTEMBER 2012**

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Independent auditor's report to the members	4
Balance sheet	6
Notes to the financial statements	7

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**THE CASH STORE FINANCIAL LIMITED**  
**OFFICERS AND PROFESSIONAL ADVISERS**  
**YEAR ENDED 30 SEPTEMBER 2012**

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<b>The director</b>	G Reykdal
<b>Business address</b>	4th & 5th Floors Applicon House Exchange Street Stockport SK3 0EY
<b>Registered office</b>	4th & 5th Floors Applicon House Exchange Street Stockport SK3 0EY
<b>Auditor</b>	Baker Tilly Audit Limited Chartered Accountants Rivermead House 7 Lewis Court Grove Park Enderby Leicestershire LE19 1SD

**THE CASH STORE FINANCIAL LIMITED****DIRECTOR'S REPORT****YEAR ENDED 30 SEPTEMBER 2012**

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The director presents his report and the financial statements of the company for the year ended 30 September 2012.

**Principal activity**

The principal activity of the company during the year was that of a UK group holding company. The company has not traded in the current or prior period. As a consequence, a profit and loss account has not been prepared.

**Director**

The director who served the company during the year was as follows:

G Reykdal

**Director's responsibilities**

The director is responsible for preparing the Director's Report and the financial statements in accordance with applicable law and regulations.

Company law requires the director to prepare financial statements for each financial year. Under that law the director has elected to prepare the financial statements in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards and applicable law). Under company law the director must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the company and of the profit or loss of the company for that year.

In preparing these financial statements, the director is required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and accounting estimates that are reasonable and prudent; and
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The director is responsible for keeping adequate accounting records that are sufficient to show and explain the company's transactions and disclose with reasonable accuracy at any time the financial position of the company and enable him to ensure that the financial statements comply with the Companies Act 2006. He is also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

In so far as the director is aware:

- there is no relevant audit information of which the company's auditor is unaware; and
- the director has taken all steps that he ought to have taken as a director to make himself aware of any relevant audit information and to establish that the company's auditor is aware of that information.

**Auditor**

Baker Tilly Audit Limited (formerly RSM Tenon Audit Limited) are deemed to be reappointed under section 487(2) of the Companies Act 2006.

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**THE CASH STORE FINANCIAL LIMITED****DIRECTOR'S REPORT** *(continued)***YEAR ENDED 30 SEPTEMBER 2012**

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**Small company provisions**

This report has been prepared in accordance with the provisions applicable to companies entitled to the small companies exemption.

Signed by

G Reykdal  
**Director**

Approved by the director on 12 December 2013

**THE CASH STORE FINANCIAL LIMITED**  
**INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF THE**  
**CASH STORE FINANCIAL LIMITED**  
**YEAR ENDED 30 SEPTEMBER 2012**

---

We have audited the financial statements of The Cash Store Financial Limited for the year ended 30 September 2012 on pages 6 to 8. The financial reporting framework that has been applied in their preparation is applicable law and the Financial Reporting Standard for Smaller Entities (effective April 2008) (United Kingdom Generally Accepted Accounting Practice applicable to Smaller Entities).

This report is made solely to the company's members, as a body, in accordance with Chapter 3 of Part 16 of the Companies Act 2006. Our audit work has been undertaken so that we might state to the company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's members as a body, for our audit work, for this report, or for the opinions we have formed.

**Respective responsibilities of director and auditor**

As explained more fully in the Director's Responsibilities Statement set out on page 2, the director is responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view. Our responsibility is to audit and express an opinion on the financial statements in accordance with applicable law and International Standards on Auditing (UK and Ireland). Those standards require us to comply with the Auditing Practices Board's Ethical Standards for Auditors.

**Scope of the audit of the financial statements**

A description of the scope of an audit of financial statements is provided on the Financial Reporting Council's website at [www.frc.org.uk/apb/scope/private.cfm](http://www.frc.org.uk/apb/scope/private.cfm).

**Opinion on financial statements**

In our opinion the financial statements:

- give a true and fair view of the state of the company's affairs as at 30 September 2012 and of its result for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice applicable to Smaller Entities; and
- have been prepared in accordance with the requirements of the Companies Act 2006.

**Opinion on other matters prescribed by the Companies Act 2006**

In our opinion the information given in the Director's Report for the financial year for which the financial statements are prepared is consistent with the financial statements.

**THE CASH STORE FINANCIAL LIMITED**  
**INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF THE**  
**CASH STORE FINANCIAL LIMITED** *(continued)*  
**YEAR ENDED 30 SEPTEMBER 2012**

---

**Matters on which we are required to report by exception**

We have nothing to report in respect of the following matters where the Companies Act 2006 requires us to report to you if, in our opinion:

- adequate accounting records have not been kept, or returns adequate for our audit have not been received from branches not visited by us; or
- the financial statements are not in agreement with the accounting records and returns; or
- certain disclosures of director's remuneration specified by law are not made; or
- we have not received all the information and explanations we require for our audit; or
- the director was not entitled to prepare the financial statements in accordance with the small companies regime and take advantage of the small companies' exemption in preparing the director's report.

Mark Evans, Senior Statutory Auditor  
 For and on behalf of

Baker Tilly Audit Limited, Statutory Auditor  
 Chartered Accountants  
 Rivermead House  
 7 Lewis Court  
 Grove Park  
 Enderby  
 Leicestershire  
 LE19 1SD

Prior to 30 September 2013 Baker Tilly Audit Limited was named RSM Tenon Audit Limited.

Date:- .....

**THE CASH STORE FINANCIAL LIMITED***Registered Number 06773351***BALANCE SHEET****30 SEPTEMBER 2012**

	Note	2012 £	2011 £
<b>Fixed assets</b>			
Investments	3	2	2
<b>Current assets</b>			
Debtors	4	10,350,949	3,795,674
<b>Net current assets</b>		<u>10,350,949</u>	<u>3,795,674</u>
<b>Total assets less current liabilities</b>		<u>10,350,951</u>	<u>3,795,676</u>
<b>Creditors: amounts falling due after more than one year</b>	5	<u>(10,350,950)</u>	<u>(3,795,675)</u>
		<u>1</u>	<u>1</u>
<b>Capital and reserves</b>			
Called-up share capital	7	1	1
<b>Shareholders' funds</b>		<u>1</u>	<u>1</u>

These accounts have been prepared in accordance with the provisions applicable to companies subject to the small companies regime and with the Financial Reporting Standard for Smaller Entities (effective April 2008).

These accounts were approved and signed by the director and authorised for issue on 12 December 2013.

G Reykdal  
**Director**

The notes on pages 7 to 8 form part of these financial statements.

**THE CASH STORE FINANCIAL LIMITED**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED 30 SEPTEMBER 2012**

---

**1. Accounting policies**

**Basis of accounting**

The financial statements have been prepared under the historical cost convention, and in accordance with the Financial Reporting Standard for Smaller Entities (effective April 2008).

**Consolidation**

The company was, at the end of the year, a wholly-owned subsidiary of another company incorporated outside the EEA and in accordance with Section 401 of the Companies Act 2006, is not required to produce, and has not published, consolidated accounts.

**2. Profit and loss account**

The company did not trade during the year and has made neither a profit nor a loss. No profit and loss account has therefore been prepared.

**3. Investments**

*Subsidiary  
under-  
takings  
£*

**Cost**

At 1 October 2011 and 30 September 2012 2

**Net book value**

At 30 September 2012 and 30 September 2011 2

The company owns 100% of the issued share capital of The Cash Store Limited and CSF Insurance Services Limited, both of which are registered in England and Wales. The Cash Store Limited provides and act as a brokerage of short term loans and CSF Insurance Services Limited is dormant.

The aggregate capital and reserves as at 30 September 2012 and the results of each subsidiary undertaking for the period then ended is:

	<b>Aggregate capital and reserves</b>	<b>Loss for the year</b>
The Cash Store Limited	(5,492,862)	(5,150,122)
CSF Insurance Services Limited	<u>1</u>	<u>-</u>

**4. Debtors**

	<b>2012 £</b>	<b>2011 £</b>
Amounts owed by group undertakings	<u>10,350,949</u>	<u>3,795,674</u>

Amounts owed by group undertakings fall due after more than one year.

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**THE CASH STORE FINANCIAL LIMITED**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**YEAR ENDED 30 SEPTEMBER 2012**

---

**5. Creditors: amounts falling due after more than one year**

	2012 £	2011 £
Amounts owed to group undertakings	<u>10,350,950</u>	<u>3,795,675</u>

**6. Related party transactions**

The company is exempt from the requirements of Financial Reporting Standard 8 (Related Party Transactions) to disclose transactions with other group undertakings as it is a wholly-owned subsidiary and consolidated accounts are prepared which are publicly available.

**7. Share capital**

**Allotted, called up and fully paid:**

	2012		2011	
	No	£	No	£
Ordinary shares of £1 each	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>

**8. Immediate and ultimate parent undertaking**

The company's immediate and ultimate parent undertaking is The Cash Store Financial Services Inc., a company incorporated in Canada. The company heads the smallest and largest group in which the company's results are consolidated. The consolidated financial statements are publicly available from the head office 15511 – 123 Avenue, Edmonton, Alberta T5V 0C3.

**9. Ultimate controlling party**

The director of the company is of the opinion that there is no ultimate controlling party.

**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., Instalcons Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., 1693926 Alberta Ltd. doing business as "The Title Store"**

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

*Ontario*  
**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF WILLIAM E. AZIZ**

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Counsel for the Chief Restructuring Officer

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

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

THE HONOURABLE REGIONAL	)	TUESDAY, THE 22 <sup>ND</sup>
	)	
SENIOR JUSTICE MORAWETZ	)	DAY OF JULY, 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

**ORDER**

THIS MOTION, made by the Applicants, 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.

ON READING the affidavit of William E. Aziz sworn July 17, 2014 and the Exhibits thereto (the "Fifth Aziz Affidavit") and the Eighth Report of FTI Consulting Canada Inc. in its capacity as Monitor (the "Monitor"), and on hearing the submissions of counsel for the Chief Restructuring Officer, the DIP Lenders, the Monitor, the Ad Hoc Committee, and such other counsel present, no other person appearing although duly served as appears from the affidavit of service of Karin Sachar sworn July 17, 2014,

Draft

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that the Applicants, through the Chief Restructuring Officer and in consultation with the Monitor, are authorized (and where necessary, authorized *nunc pro tunc*) to take all steps necessary with respect to The Cash Store Financial Limited and The Cash Store Limited (collectively, the “UK Companies”), which operate the Applicants’ business in the United Kingdom, to:

- (a) Demand repayment of the debts owing by The Cash Store Financial Limited and The Cash Store Limited to The Cash Store Financial Services Inc.;
- (b) Apply to the High Court of Justice, Chancery Division (the “UK Court”) for the appointment of an administrator over The Cash Store Limited to facilitate the realization of the UK Companies’ assets;
- (c) Petition the UK Court for the appointment of a liquidator over The Cash Store Financial Limited;
- (d) Execute a witness statement in support of the UK Court application(s);
- (e) Execute any other documentation required to effect the proposed administration and liquidation of the UK Companies; and
- (f) Assist the proposed administrator and liquidator to facilitate the administration or liquidation of the UK Companies.

3. 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, including the High Court of Justice, Chancery Division, to give effect to this Order and to assist the Applicants, the Monitor 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 Applicants 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 Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

4. THIS COURT ORDERS that each of the Applicants 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.

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**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., Installoys Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., 1693926 Alberta Ltd. doing business as "The Title Store"**

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Counsel for the Chief Restructuring Officer of the Applicants

Draft

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

THE HONOURABLE REGIONAL	)	TUESDAY, THE 22 <sup>ND</sup>
	)	
SENIOR JUSTICE MORAWETZ	)	DAY OF JULY, 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

**ORDER**

THIS MOTION, made by the Applicants, 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.

ON READING the affidavit of William E. Aziz sworn July 17, 2014 and the Exhibits thereto (the "Fifth Aziz Affidavit") and the Eighth Report of FTI Consulting Canada Inc. in its capacity as Monitor (the "Monitor"), and on hearing the submissions of counsel for the Chief Restructuring Officer, the DIP Lenders, the Monitor, the Ad Hoc Committee, and such other counsel present, no other person appearing although duly served as appears from the affidavit of service of Karin Sachar sworn July 17, 2014,

Draft

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that the Eighth Report of the Monitor dated July ●, 2014, be and is hereby approved and the Monitor's activities described in the Eighth Report are hereby approved.
3. THIS COURT ORDERS that paragraph 2(i) of the Order of Regional Senior Justice Morawetz dated May 16, 2014 shall be deleted in its entirety and replaced by the following:
  - (i) The amount of \$1,078,328.00, comprised of the Secured Amount and the Additional Amount (as defined in the Beitchman Affidavit) be paid to Fasken Martineau DuMoulin LLP in trust, to be held for the benefit of Consumer Protection British Columbia, as Trustee of the Compliance Order Trust (as defined in the Beitchman Affidavit), until Consumer Protection British Columbia establishes bank accounts to carry out the refund process in accordance with the Compliance Order and Supplemental Compliance Order (as defined in the Beitchman Affidavit); and



**IN THE MATTER OF the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended**

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**MOTION RECORD OF THE APPLICANTS**  
(Motion Returnable July 22, 2014)

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