

**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  
1511419 ONTARIO INC., FORMERLY KNOWN AS THE CASH STORE FINANCIAL  
SERVICES INC., 1545688 ALBERTA INC., FORMERLY KNOWN AS THE CASH  
STORE INC., 986301 ALBERTA INC., FORMERLY KNOWN AS TCS CASH STORE  
INC., 1152919 ALBERTA INC., FORMERLY KNOWN AS INSTALOANS INC., 7252331  
CANADA INC., 5515433 MANITOBA INC., 1693926 ALBERTA LTD. DOING  
BUSINESS AS "THE TITLE STORE"**

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**MOTION RECORD OF THE APPLICANTS  
(MEETINGS ORDER MOTION RETURNABLE SEPTEMBER 30, 2015)**

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September 23, 2015

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<p><b>MINISTRY OF FINANCE (NEW BRUNSWICK)</b>  Chancery Place  675 King Street  Fredericton, New Brunswick  E3B 1E9</p>	<p><b>MINISTRY OF REVENUE (ONTARIO)</b>  33 King Street West  Oshawa, ON L1H 8H5</p>
<p><b>MINISTRY OF THE ATTORNEY GENERAL (ONTARIO)</b>  McMurtry-Scott Building  720 Bay Street, 11th Floor  Toronto, ON M7A 2S9</p>	<p><b>MINISTRY OF FINANCE (ALBERTA)</b>  The Tax and Revenue Administration  9811 – 109 Street  Edmonton, AB T5K 2L5</p>
<p><b>MINISTRY OF THE ATTORNEY GENERAL (ALBERTA)</b>  3rd floor, Bowker Building  9833 - 109 Street  Edmonton, Alberta, T5K 2E8</p>	<p><b>MINISTRY OF FINANCE (BRITISH COLUMBIA)</b>  P.O. Box 9417 Stn. Prov. Govt.  Victoria, BC V8W 9V1</p>

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<b>MINISTRY OF THE ATTORNEY GENERAL (MANITOBA)</b> 104 Legislative Building 450 Broadway Winnipeg, MB R3C 0V8	<b>DEPARTMENT OF JUSTICE (NORTHWEST TERRITORIES)</b> PO Box 1320 Yellowknife, NT X1A 2L9
<b>DEPARTMENT OF FINANCE (NORTHWEST TERRITORIES)</b> 5th Floor Arthur Laing Building 5003-49th Street P.O. Box 1320 Yellowknife, NT X1A 2L9	<b>DEPARTMENT OF FINANCE (YUKON TERRITORIES)</b> Finance Government of Yukon Box 2703 Whitehorse, YT Y1A 2C6
<b>DEPARTMENT OF JUSTICE (YUKON TERRITORIES)</b> Box 2703, Whitehorse, Yukon Y1A 2C6	<b>DEPARTMENT OF FINANCE (SASKATCHEWAN)</b> 2350 Albert Street Regina, SK S4P 4A6
<b>MINISTRY OF JUSTICE (SASKATCHEWAN)</b> 355 Legislative Building Regina, SK S4S 0B3	<b>DEPARTMENT OF FINANCE, ENERGY AND MUNICIPAL AFFAIRS (PEI)</b> Shaw Building Second Floor South, 95 Rochford Street P.O. Box 2000 Charlottetown, PE, C1A 7N8
<b>DEPARTMENT OF ENVIRONMENT, LABOUR AND JUSTICE (PEI)</b> Fourth Floor, Shaw Building, South 95 Rochford Street P.O. Box 2000 Charlottetown, PEI, C1A 7N8	



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**TAB 1**

**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  
1511419 ONTARIO INC., FORMERLY KNOWN AS THE CASH STORE FINANCIAL  
SERVICES INC., 1545688 ALBERTA INC., FORMERLY KNOWN AS THE CASH  
STORE INC., 986301 ALBERTA INC., FORMERLY KNOWN AS TCS CASH STORE  
INC., 1152919 ALBERTA INC., FORMERLY KNOWN AS INSTALOANS INC., 7252331  
CANADA INC., 5515433 MANITOBA INC., 1693926 ALBERTA LTD. DOING  
BUSINESS AS "THE TITLE STORE"**

**NOTICE OF MOTION  
(Returnable September 30, 2015)**

The Applicants, 1511419 Ontario Inc., formerly known as The Cash Store Financial Services, Inc., and its affiliated companies 1545688 Alberta Inc., formerly known as The Cash Store Inc., 986301 Alberta Inc., formerly known as TCS Cash Store Inc., 1152919 Alberta Inc., formerly known as Instaloans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd., doing business as "The Title Store" (collectively, the "**Applicants**" or "**Cash Store**"), will make a motion to the Court on September 30, 2015 at 3:30 p.m., or as soon after that time as the motion can be heard, at 393 University Avenue, Toronto, Ontario.

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

**THE MOTION IS FOR:**

1. an Order (the "**Meetings Order**") substantially in the form attached at Tab 3 of the within Motion Record, *inter alia*:
  - (a) accepting the filing of a plan of compromise and arrangement in respect of the Applicants (the "**Plan**"), a copy of which is attached as Exhibit A to the affidavit of William E. Aziz sworn September 23, 2015 (the "**Aziz Affidavit**");

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- (b) authorizing the Applicants to call, hold and conduct meetings (the “**Meetings**”) of creditors whose claims are to be affected by the Plan for the purpose of enabling such creditors to consider and vote on a resolution to approve the Plan;
- (c) approving the Information Package (as defined in the Meetings Order);
- (d) approving the procedures to be followed with respect to the calling and conduct of the Meetings; and
- (e) granting such further and other relief as this Court deems just.

**THE GROUNDS FOR THE MOTION ARE:**

1. Capitalized terms not otherwise defined herein have the meaning given to them in the Aziz Affidavit, the Meetings Order or the Plan, as applicable.
2. On April 14, 2014, the Applicants obtained an Initial Order, *inter alia*, granting them relief under the CCAA and appointing FTI Consulting Canada Inc., as Monitor.
3. The Applicants have completed a series of asset sale transactions (the “**Asset Sales**”) approved by this Court on October 15, 2014, January 26, 2015, and April 10, 2015, respectively, pursuant to which they have sold substantially all of their business and assets.
4. The Assets Sales have closed and the proceeds therefrom are currently being held by the Monitor and have been used, in part, to repay the DIP Loan, fund the Applicants’ ongoing restructuring efforts and fund their remaining operations. The remaining Asset Sale proceeds, together with the Applicants’ other remaining assets and the settlement payments to be made to the Applicants under the Settlement Agreements discussed below, are sufficient to repay the Applicants’ Senior Secured Lenders and other priority secured claims (including the DIP Loan), but will not be sufficient to repay all amounts owing to the Applicants’ second lien Secured Noteholders, whose claims will be compromised under the Plan.

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5. On June 19, 2015, following a mediation with the Honourable Mr. Dennis O'Connor, the Applicants entered into a binding settlement term sheet (the "**Priority Motion Settlement**") with the Consumer Class Action Plaintiffs, Coliseum, 8028702 and its affiliates, and the Ad Hoc Committee, on behalf of the Secured Noteholders, which settled, among other things, (i) certain claims asserted by the Ontario Consumer Class Action Plaintiffs (which claims were subsequently supported by the Western Canada Consumer Class Action Plaintiffs) against the Applicants and the recoveries available for the secured creditors of the Applicants and (ii) claims asserted by the Consumer Class Action Plaintiffs against 8028701 and its affiliates in their capacity as Senior Secured Lenders.
6. On September 20, 2015, following a mediation with the Honourable Mr. Douglas Cunningham, the Applicants entered into a definitive settlement term sheet (the "**DirectCash Global Settlement**") with the Consumer Class Action Plaintiffs and DirectCash which settled (i) claims asserted by the Applicants against DirectCash, (ii) claims asserted by the Consumer Class Action Plaintiffs against DirectCash and (iii) claims asserted by DirectCash against the Applicants and their directors and officers.
7. On September 22, 2015, following two mediations with the Honourable Mr. George Adams, the Applicants, the Securities Class Action Plaintiffs, the Consumer Class Action Plaintiffs and the D&Os who are defendants in the actions brought by those parties entered into a definitive settlement agreement (the "**D&O/Insurer Global Settlement**" and, collectively with the Priority Motion Settlement and the DirectCash Global Settlement, the "**Settlement Agreements**") which settled the claims asserted by the Applicants, the Consumer Class Action Plaintiffs and the Securities Class Action Plaintiffs against The Cash Store Financial Services and the D&Os.
8. The Settlement Agreements are a positive development for the Applicants, which will increase the recoveries available to the Applicants' various forms of stakeholders, including secured creditors, noteholders, shareholders and consumer loan plaintiffs.

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9. With the support of the Monitor, the Ad Hoc Committee, the Securities Class Action Plaintiffs, the Consumer Class Action Plaintiffs and the other settling parties under the Settlement Agreements, the Applicants have developed the Plan, the purpose of which is:
  - (a) to distribute the remaining proceeds of the Asset Sales, and any other available proceeds, of the Applicants' assets to their secured creditors according to their priorities;
  - (b) to provide a central forum for the distribution of the settlement proceeds from the Settlement Agreements to the Applicants' various stakeholders (secured creditors, noteholders, shareholders and class members in the consumer loan litigation across Canada) according to their various interests and entitlements to same;
  - (c) to give effect to the releases contemplated for the released parties under the Settlement Agreements, in exchange for the settlement payments made by those parties under the Settlement Agreements; and
  - (d) to position the CCAA estate of the Applicants to continue to pursue certain litigation that the Applicants have commenced against certain third party defendants that has not been resolved under the Settlement Agreements and remains an important potential asset of the Applicants for their stakeholders.
10. The Applicants are seeking the Meetings Order to obtain approval by the applicable creditors' of the Plan, which is designed to effectuate these various distributions under the Plan, including in respect of the Settlement Agreements and the settlement payments contemplated thereby, in an efficient and expeditious manner.
11. The proposed Meetings Order establishes the procedures for the calling and conduct of the Meetings, including the governance of the Meetings, entitlement to vote, the tabulation of votes and the establishment of two voting classes, (i) the Senior Lender Class, and (ii) the Secured Noteholder Class.
12. The Applicants believe the classification of creditors as contemplated in the Meetings Order is fair, having regard to the creditors' legal interests, the remedies available to them, the consideration offered to them under the Plan and the extent to which they would recover their claims by exercising those remedies. The Meetings Order does not involve the unsecured creditors of the Applicants because the Applicants' secured claims will be compromised based on the amount of Asset Sales proceeds and other proceeds of the Applicants' assets that are available for distribution.

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13. The Monitor has reviewed the Meetings materials and believes them to be reasonable and appropriate in the circumstances.
14. If the Plan is approved by the Requisite Majorities, the Applicants intend to seek Court approval of the Plan at a hearing before this Court on November 19, 2015, or such later date as the Court may set (the "**Sanction Hearing**"). At the Sanction Hearing, the Applicants will request approval of the Plan by the CCAA Court and other related relief. At the Sanction Hearing, the Applicants, together with various other parties to the Settlement Agreements, will also seek Court approval of the Settlement Agreements by the CCAA Court and the supervising class action courts for each of the class actions being resolved through the Settlement Agreements.
15. If the Plan is approved at the Sanction Hearing, it is intended that the Monitor will seek an order under chapter 15 of the United States Bankruptcy Code in the U.S. Bankruptcy Court requesting recognition of the CCAA proceeding and recognizing and enforcing in the United States the Plan and the CCAA order granting approval of the Plan as they relate to the D&O/Insurer Global Settlement.
16. The provisions of the CCAA and the inherent and equitable jurisdiction of this Court.
17. Such further and other grounds as counsel may advise and this Court may permit.

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

1. The Aziz Affidavit and the exhibits attached thereto;
2. The Nineteenth Report of the Monitor, and the appendices attached thereto; and
3. Such further and other materials as counsel may advise and this Court may permit.



- 6 -

Date: September 23, 2015

**OSLER, HOSKIN & HARCOURT LLP**

P.O. Box 50

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Toronto, ON M5X 1B8

Tel: 416.362.2111

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Lawyers for the Chief Restructuring Officer of the  
Applicants

TO: THE 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 1511419 ONTARIO INC., FORMERLY KNOWN AS THE CASH STORE FINANCIAL SERVICES INC., 1545688 ALBERTA INC., FORMERLY KNOWN AS THE CASH STORE INC., 986301 ALBERTA INC., FORMERLY KNOWN AS TCS CASH STORE INC., 1152919 ALBERTA INC., FORMERLY KNOWN AS INSTALOANS 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**  
**(Returnable September 30, 2015)**

**OSLER, HOSKIN & HARCOURT LLP**  
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COUNSEL FOR THE CHIEF RESTRUCTURING OFFICER  
OF THE APPLICANTS

6489882

**TAB 2**

**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**  
**1511419 ONTARIO INC., FORMERLY KNOWN AS THE CASH STORE FINANCIAL**  
**SERVICES INC., 1545688 ALBERTA INC., FORMERLY KNOWN AS THE CASH**  
**STORE INC., 986301 ALBERTA INC., FORMERLY KNOWN AS TCS CASH STORE**  
**INC., 1152919 ALBERTA INC., FORMERLY KNOWN AS INSTALOANS INC., 7252331**  
**CANADA INC., 5515433 MANITOBA INC., 1693926 ALBERTA LTD. DOING BUSINESS**  
**AS "THE TITLE STORE"**

**AFFIDAVIT OF WILLIAM E. AZIZ**

(sworn September 23, 2015)

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

**I. INTRODUCTION**

1. This Affidavit is made in support of a motion (the "**Motion**") by 1511419 Ontario Inc., formerly known as The Cash Store Financial Services, Inc., and its affiliated companies 1545688 Alberta Inc., formerly known as The Cash Store Inc., 986301 Alberta Inc., formerly known as TCS Cash Store Inc., 1152919 Alberta Inc., formerly known as Instaloans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd., doing business as "The Title Store" (collectively, the "**Applicants**" or "**Cash Store**") for an order (the "**Meetings Order**"), *inter alia*:

- (a) accepting the filing of the Plan of Compromise or Arrangement concerning, affecting and involving the Applicants (the "**Plan**"), a copy of which is attached hereto as Exhibit "A";

- (b) authorizing the Applicants to call, hold and conduct meetings (the “**Meetings**”) of creditors whose claims are to be affected by the Plan for the purpose of enabling such creditors to consider and vote on a resolution to approve the Plan;
- (c) approving the Information Package (as defined in the Meetings Order);
- (d) approving the procedures to be followed with respect to the calling and conduct of the Meetings; and
- (e) granting such further and other relief as this Court deems just.

2. I am the President of BlueTree Advisors Inc. (“**BlueTree**”), which has been retained by Cash Store to act as Chief Restructuring Officer (“**CRO**”) to the Applicants. I was retained pursuant to an Engagement Letter dated April 14, 2014, which was subsequently amended by a letter dated July 17, 2014. BlueTree was appointed as CRO of the Applicants pursuant to paragraph 23 of the Amended and Restated Initial Order of Justice Morawetz dated April 15, 2014 (as such order may be further amended, restated or varied from time to time, the “**Initial Order**”) made in respect of the Applicants’ proceedings under the *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the “**CCAA**”).

3. As the Applicants’ CRO, in accordance with the Initial Order, I have the authority to direct the operations and management of the Applicants and their restructuring. As such, I have personal knowledge of the matters to which I depose in this Affidavit. Where I do not possess personal knowledge, I have stated the source of my information and, in all such cases, believe it to be true.

4. I previously swore Affidavits in these proceedings in my capacity as CRO (the “**Prior Aziz Affidavits**”). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Prior Aziz Affidavits or the Plan.

5. As described in greater detail below, the Plan contemplates, among other things and after the establishment of certain reserves discussed below, a distribution of the remaining proceeds of the Applicants' Asset Sales (as defined below) to its secured creditors (being the DIP lenders, the Senior Secured Lenders and the Secured Noteholders (each as defined below)) according to their priorities, and a distribution of the settlement payments contemplated by the Settlement Agreements (as defined below) to the Applicants' Secured Noteholders, shareholders and class members in the cross-Canada consumer loan litigation discussed in more detail below, in each case according to their interests and entitlements to such proceeds.

## **II. ASSET SALES AND ASSET SALE PROCEEDS**

6. The Applicants have sold substantially all of their assets pursuant to a series of asset sale transactions with National Money Mart Company ("NMM"), easyfinancial Services Inc. ("easyfinancial") and CSF Asset Management Ltd. ("CSF Asset Management"), which were approved by the Court on October 15, 2014, January 26, 2015 and April 10, 2015, respectively (collectively, the "Assets Sales"). The NMM, easyfinancial and CSF Asset Management transactions had purchase prices of \$51,129,141, \$2,504,338 and \$650,000, respectively, subject to final adjustments. All of the Asset Sales have closed and are more fully described in my affidavit sworn May 19, 2015 and other Prior Aziz Affidavits. The Asset Sales have also been described in various Reports of the Monitor that have been filed during the course of these CCAA proceedings.

7. The Monitor received funds on behalf of the Applicants from each of the Asset Sales (the "Asset Sale Proceeds"). The Asset Sale Proceeds have since been used in part to repay certain amounts due in respect of the DIP Loan, fund the Applicants' remaining operations and fund its ongoing restructuring efforts, including the Applicants' efforts to negotiate and complete the

Settlement Agreements. The remaining Asset Sale Proceeds are being held in trust by the Monitor. The remaining Asset Sale Proceeds will be sufficient to repay the first lien lenders under the Applicants' senior secured credit facility (the "**Senior Secured Lenders**") and any other priority secured claims (such as the remaining amounts due in respect of the DIP Loan), but will not be sufficient to repay the amounts owed to the holders of the Applicants' second lien secured notes (the "**Secured Noteholders**"). The Secured Noteholders will suffer a significant deficiency under the Plan.

8. Since the completion of the Asset Sales and the completion of the transition services that were being performed by the Applicants for NMM, the Applicants have had minimal ongoing operational activities and their efforts have been focused on various post-closing matters with respect to the Asset Sales, the orderly wind-down of the Applicants' remaining business and assets and the resolution of outstanding claims asserted (i) against the Applicants by various stakeholders and (ii) asserted by the Applicants against certain third party defendants, certain of which have been resolved in the Settlement Agreements (as discussed below) and certain of which continue to be pursued by the Applicants as against certain of the third party defendants (as discussed below).

### **III. ESTATE LITIGATION**

9. During the course of these proceedings, it became clear that the Applicants may have valuable claims against certain of their former directors, officers, advisors and other third parties (the "**Estate Claims**"). In order to pursue these claims, the Applicants retained Thornton Grout Finnigan LLP and Voorheis & Co LLP (collectively, the "**Litigation Counsel**") to investigate and advance those claims on behalf of the Applicants.

10. Litigation Counsel was retained pursuant to an engagement agreement (the “**Litigation Counsel Retainer**”) dated November 14, 2014, a copy of which is appended as Schedule D to the Plan. The Litigation Counsel Retainer was approved by the Court on December 1, 2014. The Litigation Counsel Retainer provides for a fee arrangement pursuant to which the Applicants agreed to pay Litigation Counsel a contingency fee of 33.33% of amounts recovered, including any interest awarded, from any litigation pursued by Litigation Counsel at the Applicants’ instruction.

11. At this time, the Applicants have commenced Estate Claims against a number of third-party defendants, certain of which have been resolved under the Settlement Agreements, and certain of which have not been resolved under the Settlement Agreements and remain outstanding (the “**Remaining Estate Claims**”). The Remaining Estate Claims are potentially valuable assets of the Applicants’ estate. The Plan provides that an individual will be designated, with the consent of Litigation Counsel and the Ad Hoc Committee (defined below), to act as litigation trustee (the “**Litigation Trustee**”) with authority to instruct the Litigation Counsel on behalf of the Applicants with respect to the prosecution of the Remaining Estate Claims, all in accordance with the terms of the Plan. The Plan provides that the Litigation Trustee will be named and appointed pursuant to the Sanction Order to be issued in respect of the Plan.

12. Pursuant to the Plan, the Applicants shall establish a cash reserve (the “**Litigation Funding and Indemnity Reserve**”) in an amount satisfactory to the Applicants, the Litigation Trustee, Litigation Counsel, the Ad Hoc Committee and the Monitor, which shall be maintained and administered by the Monitor in accordance with a Litigation Funding and Indemnity Reserve Agreement (to be entered into in connection with the Plan) and which shall serve as security for the Litigation Counsel in respect of disbursements, security for costs and any adverse cost awards



that may be incurred in connection with the prosecution of the Remaining Estate Claims from and after the implementation of the Plan, all in accordance with the terms of the Plan and the Litigation Funding and Indemnity Reserve Agreement.

#### **IV. SETTLEMENT AGREEMENTS**

13. Together with the ad hoc committee of Secured Noteholders (the “**Ad Hoc Committee**”) and the Monitor, the Applicants have been engaged in ongoing negotiations with various litigation claimants and other interested parties in an effort to resolve (i) numerous claims made against the Applicants and their assets and (ii) numerous claims made by the Applicants against third party defendants. These extensive negotiations have resulted in the Settlement Agreements, which are described below.

##### ***The Priority Motion Settlement Agreement***

14. On August 26, 2014, the Court issued an order appointing Timothy Yeoman as representative of the class members in *Timothy Yeoman v The Cash Store Financial Services Inc. et al.*, (the “**Ontario Consumer Class Action**”), appointing Harrison Pensa LLP as representative counsel in respect of the Ontario Consumer Class Action in these proceedings (“**Representative Counsel**”) and appointing Koskie Minsky LLP as agent to Harrison Pensa LLP.

15. On April 30, 2015, Representative Counsel and its agent filed a motion (the “**Priority Motion**”) on behalf of the plaintiffs in the Ontario Consumer Class Action (the “**Ontario Consumer Class Action Plaintiffs**”) asserting priority over the Applicants’ secured creditors (including the Senior Secured Lenders and the Secured Noteholders) based on constructive trust and other legal claims in respect of the claims asserted in the Ontario Consumer Class Action filed

against the Applicants. On May 20, 2015, the Court determined that it would hear the Priority Motion on July 28 and 29, 2015.

16. Following a mediation before the Honourable Dennis O'Connor, the Applicants entered into a binding term sheet (the "**Priority Motion Settlement Agreement**") on June 19, 2015 with the Ontario Consumer Class Action Plaintiffs, the plaintiffs in the consumer class actions filed against the Applicants in certain western provinces in Canada (the "**Western Canada Consumer Class Actions**" and the "**Western Canada Consumer Class Action Plaintiffs**" and, together with the Ontario Consumer Class Action and the Ontario Consumer Class Action Plaintiffs, the "**Consumer Class Actions**" and the "**Consumer Class Action Plaintiffs**"), Coliseum Capital Management, LLC ("**Coliseum**"), as a Senior Secured Lender, 8028702 Canada Inc. ("**8028702**") in its capacity as a Senior Secured Lender and a third party lender, and the Ad Hoc Committee on behalf of the Secured Noteholders, pursuant to which, among other things, (i) the claims asserted by the Ontario Consumer Class Action Plaintiffs (which claims were subsequently supported by the Western Canada Consumer Class Action Plaintiffs) against the Applicants and their assets (and, therefore, the recoveries available to the Senior Secured Lenders and the Secured Noteholders) and (ii) the claims asserted by the Consumer Class Action Plaintiffs against Coliseum and 8028702 and its affiliates (collectively, the "**McCann Entities**"), in their capacity as Senior Secured Lenders and in the case of the McCann Entities, as third party lenders to the Applicants, were all agreed to be settled among those parties in exchange for the settlement payments and releases contemplated by the Priority Motion Settlement Agreement and the Plan. A copy of the Priority Motion Settlement Agreement is appended to the Plan as Schedule A.

17. Under the Priority Motion Settlement Agreement, the Applicants (on behalf of the Secured Noteholders), Coliseum (as a Senior Secured Lender) and the McCann Entities (as Senior Secured

Lenders and as third party lenders) will pay approximately \$1.45 million in the aggregate to the Consumer Class Action Plaintiffs to settle the various constructive trust, priority and other claims that the Consumer Class Action Plaintiffs asserted against the Applicants' secured creditors, Coliseum and the McCann Entities. Under the Priority Motion Settlement Agreement, the Applicants, the Monitor and the Consumer Class Action Plaintiffs will also work together to distribute certain "Segregated Funds" that the Applicants have collected since the filing date which may represent costs of borrowing of certain of the class members in the Consumer Class Actions, provided that such distribution is subject to the consent of the Ontario Registrar of Payday Loans.

***The DirectCash Global Settlement Agreement***

18. DirectCash Payments Inc. and its affiliates (collectively, "**DirectCash**") provided critical services to the Applicants in respect of, among other things, the supply of automated teller machine ("**ATM**") terminals on the Applicants' premises and related services including ATM cash loading, loading prepaid debit and credit cards and processing pre-authorized debit transfers from the Applicants' customers. The Applicants, through Litigation Counsel, asserted claims against DirectCash alleging (i) knowing assistance in the breaches of fiduciary duties by the directors and officers of the Applicants for failing to ensure the Applicants were in compliance with applicable legislation and (ii) for the recovery of wrongfully retained funds. Similarly, the Consumer Class Action Plaintiffs asserted that DirectCash was jointly and severally liable with the Applicants for failure to operate their businesses in compliance with applicable legislation, and therefore liable to the Consumer Class Action Plaintiffs for the whole amount of any unlawful costs of borrowing charged to the Consumer Class Action Plaintiffs.

19. Following a successful mediation before the Honourable Mr. Douglas Cunningham, an agreement in principle was reached among the Applicants, the Consumer Class Action Plaintiffs and DirectCash. On September 20, 2015, this agreement in principle was formalized into a settlement agreement (the “**DirectCash Global Settlement Agreement**”) pursuant to which, among other things (i) the claims asserted by the Applicants against DirectCash, (ii) the claims asserted by the Consumer Class Action Plaintiffs against DirectCash and (iii) the claims asserted by DirectCash against the Applicants and their directors and officers were all agreed to be settled among those parties in exchange for the settlement payments and releases contemplated in the DirectCash Global Settlement Agreement and the Plan. A copy of the DirectCash Global Settlement Agreement is appended to the Plan as Schedule B.

20. Under the DirectCash Global Settlement Agreement, DirectCash will pay \$14.5 million, allocated as follows: (i) \$4.5 million to settle the claims asserted by the Applicants against DirectCash; (ii) \$6.15 million to settle the claims asserted by the Ontario Consumer Class Action Plaintiffs against DirectCash; and (iii) \$3.85 million to settle the claims asserted by the Western Canada Consumer Class Action Plaintiffs against DirectCash, in exchange for the releases contemplated in the DirectCash Global Settlement Agreement and the Plan.

***D&O/Insurer Global Settlement Agreement***

21. Prior to the commencement of the CCAA proceedings, in 2014, certain of the Applicants’ investors commenced securities class actions (the “**Securities Class Action Plaintiffs**”) in Alberta, Ontario, Quebec and New York against The Cash Store Financial Services Inc. and certain of its directors and officers (“**D&Os**”) alleging that The Cash Store Financial Services Inc. and the D&Os made misrepresentations during the period from November 24, 2010 to February 13, 2014 regarding, among other things, their internal controls over financial reporting, the value

of the loan portfolio acquired from third party lenders and losses on their internal consumer loan portfolio. The Consumer Class Action Plaintiffs and the Applicants, through Litigation Counsel, also asserted various claims against certain D&Os.

22. Following two mediations before the Honourable Mr. George Adams, an agreement in principle was reached among the Securities Class Action Plaintiffs, the Consumer Class Action Plaintiffs, the Applicants and the D&Os who are defendants in the actions brought by those parties. On September 22, 2015, this agreement in principle was formalized into a settlement agreement (the “**D&O/Insurer Global Settlement Agreement**” and, collectively with the Priority Motion Settlement Agreement and the DirectCash Global Settlement Agreement, the “**Settlement Agreements**” and the “**Settlements**”) pursuant to which, among other things (i) the claims asserted by the Securities Class Action Plaintiffs against The Cash Store Financial Services Inc. and certain D&Os, (ii) the claims asserted by the Consumer Class Action Plaintiffs against certain D&Os, and (iii) the claims asserted by the Applicants against certain D&Os, were all agreed to be settled among those parties in exchange for the settlement payments and releases contemplated in the D&O/Insurer Global Settlement Agreement and the Plan. A copy of the D&O/Insurer Global Settlement Agreement is appended to the Plan as Schedule C.

23. Under the D&O/Insurer Global Settlement Agreement, the D&O defendants will pay \$19,033,333 allocated as follows: (i) \$4,875,000 to settle the claims asserted by the Securities Class Action Plaintiffs against The Cash Store Financial Services Inc. and the D&Os on behalf of the Applicants’ shareholders; (ii) \$8,904,167 to settle the claims asserted by the Securities Class Action Plaintiffs against The Cash Store Financial Services Inc. and the D&Os on behalf of the Applicants’ Secured Noteholders; (iii) \$1,437,500 to settle the claims asserted by the Ontario Consumer Class Action Plaintiffs against the D&Os; (iv) \$1,066,666 to settle the claims asserted

by the Western Canada Consumer Class Action Plaintiffs against the D&Os; and (v) \$2,750,000 to settle the claims asserted by the Applicants against the D&Os, in exchange for the releases contemplated in the D&O/Insurer Global Settlement Agreement and the Plan. In addition, the \$2 million of first lien debt held by 424187 Alberta Ltd. (“424”) as a Senior Secured Lender will be cancelled for no consideration under the Plan, in exchange for the release in respect of 424 contemplated by the D&O/Insurer Global Settlement Agreement and the Plan, which will serve to increase the recoveries available for the Applicant’s second lien Secured Noteholders (through the cancellation of \$2 million of priority, first lien debt).

24. The Settlement Agreements are a positive development for the Applicants. The Settlement Agreements will increase the recoveries available to the Applicants’ various stakeholders, including the Secured Noteholders, shareholders and the class members of the various Consumer Class Actions across Canada.

**V. THE PLAN**

25. With the support of the Ad Hoc Committee, the Securities Class Action Plaintiffs, the Consumer Class Action Plaintiffs, the Monitor and the other settling parties under the Settlement Agreements, the Applicants have formulated the Plan. The purpose of the Plan is to, among other things:

- (a) distribute the remaining proceeds of the Asset Sales and any other available proceeds of the Applicants’ assets, after the establishment of the various reserves contemplated in the Plan, to the Applicants’ secured creditors according to their priorities (including the DIP Loan lenders, the Senior Secured Lenders and the Secured Noteholders);

- (b) provide a central forum for the distribution of settlement proceeds from the Settlements to the Applicants' various stakeholders (including the Applicants' Secured Noteholders, shareholders and the class members of the Consumer Class Actions across Canada), in each case according to their various interests and entitlements to same;
- (c) give effect to the releases contemplated for the Released Parties under the Plan and the Settlement Agreements, in exchange for the settlement payments made by those parties under the Plan and the Settlement Agreements; and
- (d) position the Applicants to continue to pursue the Remaining Estate Claims pursuant to the Litigation Counsel Retainer and the Litigation Funding and Indemnity Reserve for the further benefit of the Applicants' stakeholders.

26. The implementation of the Plan will assist in moving these proceedings towards a conclusion. Accordingly, the Applicants are seeking the authorization of the Court to file the Plan and convene the Meetings.

27. The Plan provides for an orderly and timely distribution of the Applicants' Cash on Hand, subject to the holdback of certain funds reserved for, among other things, the administration of the Plan from and after the Plan Implementation Date, the ongoing administration of the CCAA proceedings and the prosecution of the Remaining Estate Actions by the Litigation Trustee and the Litigation Counsel. The terms of the Plan include the following:

- (a) the Plan contemplates two classes of creditors: a class of the Senior Secured Lenders (the "**Senior Lender Class**") and a class of the Secured Noteholders (the "**Secured Noteholder Class**") and, collectively with the Senior Lender Class, the

**“Affected Creditor Classes”** and each individual creditor being an **“Affected Creditor”**);

- (b) only the Affected Creditors shall be entitled to attend and vote on the Plan at the Meetings in respect of their Affected Creditor Claims;
- (c) no Person is entitled to vote under the Plan in respect of an Unaffected Claim;
- (d) each Senior Secured Lender and Secured Noteholder shall receive their recoveries under the Plan, as described below;
- (e) the Settlement Proceeds allocated to the claims of the Consumer Class Action Plaintiffs and the Securities Class Action Plaintiffs under the terms of the Settlement Agreements shall be allocated and distributed in accordance with the Plan, the Settlement Agreements and the approval orders to be entered by the supervising class action courts in respect of the Settlement Agreements (the **“Class Action Settlement Approval Orders”**);
- (f) the release of a number of settling parties in accordance with the Settlement Agreements and compromises of the claims of the Senior Secured Lenders and the Secured Noteholders; subject to certain carve-outs from the Plan releases as described below; and
- (g) the Plan is conditional upon the satisfaction or waiver of certain conditions on or before the Plan Implementation Date, including, among others, that:
  - i. the Plan shall have been approved by the Required Majority of each Affected Creditor Class and the CCAA Court;



- ii. the Sanction Order shall have been made and shall be in full force and effect, and all applicable appeal periods in respect thereof shall have expired or any appeal shall have been dismissed;
- iii. the terms of the Settlement Agreements shall have been approved by all applicable class action courts supervising each of the class actions involved in the Settlements (the “**Class Action Courts**”); and
- iv. the U.S. Recognition Order shall have been made and shall be in full force and effect (provided, however, that the Plan Implementation Date shall not be conditional upon the U.S. Recognition Order in the event that the U.S. Recognition Order is not granted due to a lack of jurisdiction of the U.S. court).

## **VI. TREATMENT OF CREDITORS UNDER THE PLAN**

28. Pursuant to the Plan, each Senior Secured Lender with an Allowed Senior Secured Credit Agreement Claim, being Coliseum and 8028702, shall receive payment in full of the outstanding principal owed to them plus accrued interest to the date of implementation of the Plan, less certain amounts to be paid as part of the Settlements as agreed to by Coliseum and 8028702 pursuant to the Priority Motion Settlement Agreement (the “**Senior Lender Plan Payment**”). Pursuant to the D&O/Insurer Global Settlement Agreement to which 424 is a party, 424 has agreed that its Senior Secured Credit Agreement Claim will be cancelled pursuant to the Plan and 424 will receive no consideration in respect thereof, other than as a beneficiary of the releases contained in the Plan and the D&O/Insurer Global Settlement Agreement.

29. The Plan is supported by all three of the Applicants’ Senior Secured Lenders, including 424.

30. Pursuant to the Plan, each Secured Noteholder shall be entitled to its pro-rata share of the Applicants’ Cash on Hand following the Senior Lender Plan Payment, less certain reserves and other payments set forth in the Plan for amounts in respect of the (i) the implementation of the Plan and administration of the Applicants from and after the implementation of the Plan, (ii) the

Litigation Funding and Indemnity Reserve, (iii) the repayment of priority secured claims, such as the remaining amounts outstanding in respect of the DIP Loan, (iv) the reasonable fees of the CRO, counsel to the CRO, the Monitor, counsel to the Monitor, counsel to the DIP Lenders, counsel to the Ad Hoc Committee, the Indenture Trustee and counsel to the Indenture Trustee, (v) certain amounts to be paid as part of the Priority Motion Settlement Agreement on behalf of the Secured Noteholders, and (vi) certain cash that has been segregated and which may represent costs of borrowing collected by the Applicants after February 12, 2014 (such remaining amount, being the “**Secured Noteholder Initial Plan Payment**”). Each Secured Noteholder shall also be entitled to its pro-rata share of any proceeds recovered by the Applicants following the implementation of the Plan, whether received by the Applicants from the Remaining Estate Litigation, tax refunds, reversions of the reserves and amounts set forth above or otherwise, to be distributed on a subsequent distribution date (the “**Secured Noteholder Subsequent Plan Payment**”).

31. In the event that the aggregate of the Secured Noteholder Initial Plan Payment and the Secured Noteholder Subsequent Plan Payment exceed the full amount of the principal, interest, fees and expenses due in respect of the Secured Notes, any and all such excess amounts shall revert to the Applicants for distribution in accordance with a further Order of the Court. In this manner, the Plan preserves the possibility of future distributions to the Applicants’ unsecured creditors, in the event that any subsequent events are capable of repaying the Secured Noteholders in full.

32. The Plan is supported by the Ad Hoc Committee, the members of which hold in excess of 70% of the outstanding principal amount of the Secured Notes.

**VII. RELEASED CLAIMS**

33. The Plan provides that, upon its implementation, the following claims, among others, shall be fully and finally released and discharged pursuant to the Plan, the Sanction Order, the Settlements and the Class Action Settlement Approval Orders:

- (a) all claims of the Senior Secured Lenders;
- (b) all claims of the Secured Noteholders;
- (c) all class action claims that have been or could be asserted by the Consumer Class Actions or the Securities Class Actions against the Applicants and their directors and officers, including in respect of the Priority Motion;
- (d) all claims made by any person against DirectCash (and its officers, directors, shareholders and other related persons) related to that person's relationship, business, affairs or dealings with the Applicants other than Non-Released Claims;
- (e) all claims made by any person against the D&Os related to that person's relationship, business, affairs or dealings with the Applicants other than the Non-Released Claims (the "**D&O Claims**");
- (f) all claims against the Applicants by any of the parties released pursuant to or in accordance with the plan (the "**Released Parties**"), except as set out in Schedule C of the D&O/Insurer Global Settlement Agreement;
- (g) all claims against the Applicants (or any of them) by the Alberta Securities Commission or any other Governmental Entity that have or could give rise to a monetary liability, including fines, awards, penalties, costs, claims for

reimbursement or other claims having a monetary value, payable by the Applicants (or any of them);

- (h) all claims against the Senior Secured Lenders, solely in their capacity as Senior Secured Lenders;
- (i) all claims against the Agent, solely in its capacity as Agent;
- (j) all claims against the Indenture Trustee, solely in its capacity as Indenture Trustee and Collateral Agent;
- (k) all claims against the Monitor and its legal advisors;
- (l) all claims against the CRO, against its legal advisors and against Mr. William E. Aziz personally, including in respect of compliance with any orders of the Alberta Securities Commission; and
- (m) all claims against the parties to the Settlement Agreements and their legal and financial advisors in connection with the Plan and the transactions and settlements to be consummated thereunder and in connection therewith;
- (n) all claims against Coliseum related to its relationship, business, affairs or dealings with the Applicants; and
- (o) all claims against the McCann Entities related to their relationship, business, affairs or dealings with the Applicants.

34. With respect to paragraph 33(g) above, the CRO has complied with and has directed the Applicants to comply with the orders of the Alberta Securities Commission issued to date and has

complied with the ASC Privilege Protocol, which was approved by order of this Court dated March 2, 2015. It is contemplated that the CRO will be discharged upon implementation of the Plan. Once the CRO is discharged and the Plan is implemented, there will be no further funding for the CRO (or for me personally) to comply with orders of the Alberta Securities Commission and the CRO (and I) will no longer have the authority to direct the Applicants to comply with such orders. The Plan therefore provides that the CRO (and myself personally) will be released from further compliance with any orders of the Alberta Securities Commission. For greater certainty, this release does not apply to the Applicants, who will not be released from orders relating to any investigations by or non-monetary remedies of the Alberta Securities Commission.

**VIII. NON-RELEASED CLAIMS**

35. Notwithstanding the foregoing, nothing in the Plan waives, compromises, releases, discharges, cancels or bars any of the following:

- (a) the Applicants from or in respect of any Unaffected Claims;
- (b) any of the Plan Settlement Parties from their respective obligations under the Plan, the Sanction Order, the Settlement Agreements or the Class Action Settlement Approval Orders, as applicable;
- (c) the Applicants of or from any investigations by or non-monetary remedies of the Alberta Securities Commission or any other Governmental Entity;
- (d) the Insurers or any of the Applicants' other insurers from their remaining obligations (if any) under the Insurance Policies;

- (e) any Non-Released Claims, being (i) any Claim, brought with leave of the Court, by a Person who is not a party to or bound by the D&O/Insurer Settlement Agreement or the DirectCash Global Settlement Agreement, against the Applicants that is not permitted to be compromised under section 19(2) of the CCAA, (ii) any D&O Claim, brought with leave of the Court, by a person who is not a party to or bound by the D&O/Insurer Global Settlement Agreement or the DirectCash Global Settlement Agreement, that is not permitted to be compromised pursuant to Section 5.1(2) of the CCAA, (iii) any Claim, brought with leave of the Court, by a person who is not a party to or bound by the D&O/Insurer Global Settlement Agreement or the DirectCash Global Settlement Agreement, that is based on a final judgment that a plaintiff suffered damages as a result, and solely as a result, of such plaintiff's reliance on an express fraudulent misrepresentation made by the D&Os, the McCann Entities, or any of them, or by any DirectCash director, officer or employee, when any such person had actual knowledge that the misrepresentation was false, and (iv) any D&O Claim, brought with leave of the Court, by any of the Third Party Lenders (other than any of the McCann Entities) against any of the D&Os (other than the February 2014 Parties);
- (f) subject to the terms of the Plan, any of the Remaining Defendants from any of the Remaining Estate Actions; and
- (g) the right of the Secured Noteholders to receive any further, additional distributions pursuant to the terms of the Plan (including, without limitation, from any Subsequent Cash On Hand, that may be realized by the Applicants from the

Remaining Estate Litigation or otherwise, as contemplated by Section 6.4(d) of the Plan).

36. In addition, the Plan does not compromise any of the claims listed in sections 6(3), 6(4) or 6(5) of the CCAA, which have been satisfied by the Applicants in the ordinary course of business, prior to the wind-down of their operations and, as the Applicants did not maintain a pension program, section 6(6) of the CCAA does not apply in respect of the proposed Plan.

#### **IX. MEETINGS**

37. The Applicants intend to hold the Meetings to enable the Affected Creditors to vote on a resolution to approve the Plan and any amendments thereto. It is proposed that the Senior Lenders Meeting will be held on November 10, 2015 at 9:00 a.m. (Eastern Time) and the Secured Noteholders Meeting will be held at 10:00 a.m. (Eastern Time) at a location to be selected by the Applicants, in consultation with the Monitor, and which shall be included in the Information Package and posted on the Monitor's Website.

38. The draft Meetings Order provides for, *inter alia*, the following in respect of the governance of the Meeting:

- (a) delivery of the Information Package to Affected Creditors, including the Notice of Meeting and the Information Statement, as well as the publication of the same on the Monitor's Case Website;
- (b) call of a separate meeting for each of the Senior Lender Class and the Secured Noteholder Class;
- (c) appointment of an officer of the Monitor to preside as the chair of the Meetings;

- (d) the only parties entitled to attend or to speak at the Meetings are the Senior Lenders, the Secured Noteholders through their duly appointed proxyholders, representatives of the Monitor, the Applicants, the CRO, the Ad Hoc Committee, the Indenture Trustee, all such parties' financial and legal advisors, the Chair, Secretary and the Scrutineers;
- (e) the quorum for each of the Meetings is one Affected Creditor of the applicable Affected Creditor Class;
- (f) the Scrutineers shall tabulate the vote(s) taken at the Meetings and the Monitor shall determine whether the Plan has been accepted by the Required Majority of each Affected Creditor Class;
- (g) the filing of a report of the Monitor after the Meetings with respects to the voting results of the Meetings, including whether the Plan has been accepted by the Required Majorities;
- (h) if the approval or non-approval of the Plan may be affected by the votes cast in respect of a disputed Secured Noteholder Claim, if any, the results shall be reported to the Court at the Sanction Hearing and the Monitor may make a request to the Court for directions; and
- (i) the results of any vote conducted at a Meeting of an Affected Creditor Class shall be binding upon all Affected Creditors of that Affected Creditor Class, whether or not any such Creditor was present or voted at the Meeting.



39. The Applicants believe the classification of creditors as contemplated in the Meetings Order is fair, having regard to the creditors' legal interests, the remedies available to them, the consideration offered to them under the Plan and the extent to which they would recover their claims by exercising those remedies. The Meetings Order does not involve the unsecured creditors of the Applicants because, based on the amount of Asset Sales proceeds and other recoveries that are available for distribution, the Applicants' secured claims will be compromised. At this time, it is anticipated that there will be no recovery for junior creditors and their claims will remain unaffected by the Plan.

**X. SANCTION HEARING**

40. If the Plan is approved by the Required Majorities, the Applicants intend to seek Court approval of the Plan at a hearing before this Court on November 19, 2015, or such later date as the Court may set (the "**Sanction Hearing**"). Pursuant to the Court-to-Court Protocol, the Applicants, the Consumer Class Action Plaintiffs and the Securities Class Action Plaintiffs will simultaneously seek approval of the Settlements by the Class Action Courts supervising each of the class actions involved in the Settlements.

41. If the Plan is approved at the Sanction Hearing, it is intended that the Monitor will seek recognition of the Sanction Order in an ancillary case to the CCAA proceeding under chapter 15 of the United States Bankruptcy Code in the U.S. Bankruptcy Court, requesting recognition of the CCAA proceeding and requesting an order recognizing and enforcing the CCAA Plan and the Sanction Order in the United States, including as it relates to the D&O/Insurer Global Settlement Agreement (the "**U.S. Recognition Order**"). Notice of the Monitor's motion will be provided and will include the applicable objection deadline and time and date of the hearing before the U.S. Bankruptcy Court.

42. The Applicants are not aware of any other secured claim having priority over the Secured Noteholders, but to confirm, notice of the filing of the Plan and Sanction Hearing will be provided to all parties who have charges, security interests or claims evidenced by registrations pursuant to (i) any personal property registry system in Canada and (ii) Canada Revenue Agency, the ministry of finance or similar governmental agency for each Province in Canada. Notice of the Plan and Sanction hearing will also be published in The Globe and Mail (National Edition), The Edmonton Journal, The Australian (Australia) and The Daily Telegraph (U.K.). Notice of the filing of the Plan and the Sanction Hearing will of course also be provided to the full service list for these proceedings, as maintained by the Monitor. In the Monitor's Twelfth Report to the Court dated November 19, 2014, the Monitor reported to the Court that the security in respect of the Secured Noteholders is valid and enforceable (subject to customary assumptions, qualifications and limitations).

#### **XI. NOTICE TO CREDITORS**

43. The Meetings Order provides that the Monitor will send the following documents to each Affected Creditor to provide sufficient notice of the particulars of the Meetings, the Plan and the Sanction Hearing:

- (a) the Information Statement (including a copy of the Meetings Order and the Plan);
- (b) the Notice of Meetings; and
- (c) the Senior Lender Proxy or the Noteholder Voting Instruction Form and Master Proxy, as applicable;

(collectively the “**Information Package**”). The Meetings Order further provides that the Monitor will post copies of the Information Package on its website at <http://cfcanada.fticonsulting.com/cashstorefinancial>.

## **XII. CONCLUSION**

44. The Applicants intend to proceed toward the approval and implementation of the Plan as a key step towards the conclusion of the CCAA proceedings. Accordingly, as part of the Meetings Order, the Applicants are seeking this Court’s acceptance of the filing of the Plan, the authorization and direction as to the calling and conduct of the Meetings and the approval of the Information Package and other proposed forms of notice of the Meetings and the Sanction Hearing.

45. I believe that the Plan is in the best interests of the Applicants and their stakeholders, including the Senior Secured Lenders, the Secured Noteholders, and the class members of the Consumer Class Actions and Securities Class Actions across Canada. I understand that the Plan and the relief sought is supported by the Monitor and the Ad Hoc Committee, which represents the fulcrum creditors in this case, and that the Plan, as it relates to the Settlements and the distribution of the settlement payments contemplated thereby, is also supported by the representative counsel to the Consumer Class Action Plaintiffs and the Securities Class Action Plaintiffs, who represent the Applicants’ other affected stakeholders.

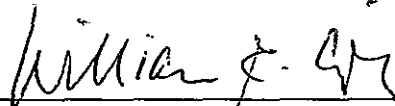
46. For the reasons stated herein, I respectfully request that the Meetings Order be granted, together with such other and further relief as this Honourable Court deems just and proper.

SWORN BEFORE ME at Toronto, in  
the Province of Ontario, on September  
23, 2015



Commissioner for Taking Affidavits

*Patrick Riesters*



WILLIAM E. AZIZ

**TAB A**

THIS IS EXHIBIT "A" REFERRED TO IN THE  
AFFIDAVIT OF WILLIAM E. AZIZ  
SWORN BEFORE ME THIS 23<sup>rd</sup>  
DAY OF SEPTEMBER, 2015



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A Commissioner for taking Affidavits, etc.

*Pamela Ristee*

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**  
**1511419 ONTARIO INC., FORMERLY KNOWN AS THE CASH STORE FINANCIAL**  
**SERVICES INC., 1545688 ALBERTA INC., FORMERLY KNOWN AS THE CASH**  
**STORE INC., 986301 ALBERTA INC., FORMERLY KNOWN AS TCS CASH STORE**  
**INC., 1152919 ALBERTA INC., FORMERLY KNOWN AS INSTALOANS INC., 7252331**  
**CANADA INC., 5515433 MANITOBA INC., AND 1693926 ALBERTA LTD.,**  
**FORMERLY DOING BUSINESS AS "THE TITLE STORE"**

**APPLICANTS**

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**PLAN OF COMPROMISE AND ARRANGEMENT**

**pursuant to the *Companies' Creditors Arrangement Act***  
**concerning, affecting and involving**

**1511419 ONTARIO INC., FORMERLY KNOWN AS**  
**THE CASH STORE FINANCIAL SERVICES INC., *et al***

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**September [30], 2015**

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**PLAN OF COMPROMISE AND ARRANGEMENT**

**WHEREAS** the Applicants are insolvent;

**AND WHEREAS**, on April 14, 2014 (the “**Filing Date**”), the Honourable Justice Morawetz of the Ontario Superior Court of Justice (Commercial List) (the “**CCAA Court**”) granted an initial Order in respect of the Applicants (as such Order was amended and restated on April 15, 2014, and as the same may be further amended, restated or varied from time to time, the “**Amended and Restated Initial Order**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”);

**AND WHEREAS**, pursuant to Approval and Vesting Orders dated October 15, 2014, January 26, 2015, and April 10, 2015, the Applicants sold substantially all of their businesses and assets (the “**Asset Sales**”).

**AND WHEREAS**, on June 19, 2015, following a mediation with the Honourable Mr. Dennis O’Connor, the Applicants entered into a definitive Settlement Term Sheet in respect of the Priority Motion Settlement pursuant to which, among other things, (i) the claims asserted by the Ontario Consumer Class Action Plaintiff (which claims were subsequently supported by the Western Canada Consumer Class Action Plaintiffs) against the Applicants, their assets and the recoveries available for the secured creditors of the Applicants (including the Senior Secured Lenders and the Secured Noteholders) and (ii) the claims asserted by certain of the Consumer Class Action Plaintiffs against certain of the Senior Secured Lenders are to be settled among those parties in exchange for the settlement payments and releases set out in the Priority Motion Settlement Agreement and this Plan, with the concurrence of the Monitor and the Ad Hoc Committee.

**AND WHEREAS**, on September 20, 2015, following a mediation with the Honourable Mr. Douglas Cunningham, the Applicants entered into a definitive Settlement Term Sheet in respect of the DirectCash Global Settlement pursuant to which, among other things, (i) the claims asserted by the Applicants against DirectCash, (ii) the claims asserted by the Consumer Class Action Plaintiffs against DirectCash and (iii) the claims asserted by DirectCash against the Applicants and the D&Os are to be settled among those parties in exchange for the settlement payments and releases set out in the DirectCash Global Settlement Agreement and this Plan, with the concurrence of the Monitor and the Ad Hoc Committee.

**AND WHEREAS**, on September 22, 2015, following a mediation with the Honourable Mr. George Adams, the Applicants entered into a definitive Settlement Agreement in respect of the D&O/Insurer Global Settlement pursuant to which, among other things, (i) the claims asserted by the Securities Class Action Plaintiffs against the D&O defendants in the Securities Class Actions, (ii) the claims asserted by the Consumer Class Action Plaintiffs against the D&O defendants in the Consumer Class Actions and (iii) the claims asserted by the Applicants against the D&Os in the Estate D&O Action are to be settled among those parties in exchange for the settlement payments and releases set out in the D&O/Insurer Global Settlement Agreement and this Plan, with the concurrence of the Monitor and the Ad Hoc Committee.

**AND WHEREAS**, the purpose of this Plan is to, among other things and subject to entry of the Sanction Order and the Class Action Settlement Approval Orders and the other conditions precedent set forth herein, give effect to the distribution of the proceeds of the Asset Sales, the Priority Motion Settlement, the DirectCash Global Settlement, the D&O/Insurer Global Settlement, and other remaining assets of the Applicants to the Applicant's stakeholders in accordance with their entitlements and interests and to provide certain releases to the Released Parties, in each case on the terms and conditions set forth in this Plan and the Settlements, as the same may be approved by the Affected Creditors, the CCAA Court and the Class Action Courts pursuant to the Sanction Order and the Class Action Settlement Approval Orders.

**AND WHEREAS**, on September [30], 2015, the CCAA Court granted a Plan Filing and Meetings Order (as such Order may be amended, restated or varied from time to time, the "**Meetings Order**") pursuant to which, among other things, the Applicants were authorized to file this Plan and to convene a meeting of the Affected Creditors to consider and vote on this Plan.

**NOW THEREFORE**, the Applicants hereby propose this plan of compromise and arrangement pursuant to the CCAA.

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

In the Plan, unless otherwise stated or unless the subject matter or context otherwise requires:

**"Accrued Interest"** means (i) in respect of the Senior Secured Credit Agreement Loans, all accrued and unpaid interest on such Senior Secured Credit Agreement Loans, at the regular rates provided in the Senior Secured Credit Agreement, up to and including the Plan Implementation Date and (ii) in respect of the Secured Notes, all accrued and unpaid interest on such Secured Notes, at the regular rates provided in the Secured Note Indenture, up to and including the Filing Date.

**"Ad Hoc Committee"** means the ad hoc committee of certain Secured Noteholders, represented by the Noteholder Advisors in the CCAA Proceeding.

**"Administration Charge"** has the meaning given in paragraph 44 of the Amended and Restated Initial Order.

**"Affected Creditor Claims"** means (i) the Senior Secured Credit Agreement Claims and (ii) the Secured Noteholder Claims, and **"Affected Creditor Claim"** means any of the Affected Creditor Claims.

**"Affected Creditor Class"** has the meaning given in Section 3.2.

“**Affected Creditors**” means, collectively, the Senior Secured Lenders and the Secured Noteholders, and “**Affected Creditor**” means any of the Affected Creditors, in each case only with respect to and to the extent of its Affected Creditor Claim.

“**Agent**” means 424187, in its capacity as the agent for the lenders under the Senior Secured Credit Agreement.

“**Allowed Secured Noteholder Claims**” means, collectively, all amounts due to the Secured Noteholders under the Secured Note Indenture, up to the Secured Noteholder Maximum Claim Amount in the aggregate.

“**Allowed Senior Secured Credit Agreement Claims**” means (i) the Coliseum Senior Secured Credit Agreement Claim and (ii) the 8028702 Senior Secured Credit Agreement Claim.

“**Amended and Restated Initial Order**” has the meaning given in the recitals to this Plan.

“**Anticipated Plan Implementation Date**” means the date to be selected by the Monitor, after consultation with the Plan Settlement Parties, that is ten (10) Business Days before the date on which the Monitor reasonably anticipates that the Plan Implementation Date will occur.

“**Applicable Law**” means any applicable law, statute, order, decree, consent decree, judgment, rule, regulation, ordinance or other pronouncement having the effect of law whether in Canada, the United States, or any other country, or any domestic or foreign state, county, province, city or other political subdivision or of any Governmental Entity.

“**Applicants**” means 1511419 Ontario Inc., formerly known as The Cash Store Financial Services, Inc., 1545688 Alberta Inc., formerly known as The Cash Store Inc., 986301 Alberta Inc., formerly known as TCS Cash Store Inc., 1152919 Alberta Inc., formerly known as Instaloans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd. formerly doing business as “The Title Store”, or any of them as applicable.

“**Asset Sales**” has the meaning given in the recitals to this Plan.

“**Beneficial Noteholder**” means a beneficial or entitlement holder of Secured Notes holding such Secured Notes in physical form on its own behalf or in a securities account with the Depository, a Depository participant or other securities intermediary, including for greater certainty, such Depository participant or other securities intermediary only if and to the extent such Depository participant or other securities intermediary holds Notes as principal and for its own account.

“**Bennett Mounteer**” means Bennett Mounteer LLP, solely in its capacity as class counsel for the Western Canada Consumer Class Action Class Members.

“**BIA**” means the *Bankruptcy and Insolvency Act*, R. S. C. 1985, c. B-3.

“**Business Day**” means a day, other than Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario.

**“Cancelled Senior Secured Credit Agreement Claim”** means the 424187 Senior Secured Credit Agreement Claim.

**“Cash On Hand”** means all available cash of the Applicants on the Plan Implementation Date, whether held by the Applicants or the Monitor.

**“CCAA”** has the meaning given in the recitals to this Plan.

**“CCAA Court”** has the meaning given in the recitals to this Plan.

**“CCAA Proceeding”** means the proceeding commenced by the Applicants under the CCAA on the Filing Date in the Ontario Superior Court of Justice (Commercial List) under court file number CV-14-10518-00CL.

**“Charges”** means, collectively, the Administration Charge, the Directors’ Charge, the TPL Charge, the DIP Priority Charge and the Directors’ Subordinated Charge.

**“Claim”** means any right or claim of any Person that may be asserted or made against any other Person, in whole or in part, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach, termination, disclaimer, rescission, assignment or repudiation of any contract, lease, cardholder agreement, service agreement, account agreement or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, indemnity, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for an accounting, reconciliation, contribution or indemnity or otherwise with respect to any matter, action, grievance, cause or chose in action, whether existing at present or commenced in the future, and any interest accrued thereon or costs payable in respect thereof.

**“Class Action Claims”** means, collectively, the Consumer Class Action Claims and the Securities Class Action Claims, and **“Class Action Claim”** means any of them, as applicable.

**“Class Action Courts”** means, with respect to the Consumer Class Actions and the Securities Class Actions, the court of competent jurisdiction that is responsible for supervising the applicable Consumer Class Action or Securities Class Action, and **“Class Action Court”** means any of them, as applicable.

**“Class Action Plaintiffs”** means, collectively, the plaintiffs in the Class Actions.

**“Class Action Settlement Approval Orders”** means the Consumer Class Action Settlement Approval Orders and the Ontario Securities Class Action Settlement Approval Order.

**“Class Actions”** means, collectively, the Consumer Class Actions and the Securities Class Actions.

**“Coliseum”** means Coliseum Capital Management, LLC, and the funds that it manages, including without limitation, Coliseum Capital Partners, LP, Coliseum Capital Partners II, LP and Blackwell Partners, LLC, in its capacity as a Senior Secured Lender under the Senior Secured Credit Agreement.

**“Coliseum Claims”** means any right or claim of any Person that may be asserted or made in whole or in part against Coliseum, in any way relating to its relationship, business, affairs or dealings with any of the Applicants, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, indemnity, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any claim arising from or caused by the termination, disclaimer, rescission, assignment or repudiation of any contract, lease or other agreement with the Applicants, whether written or oral, any claim made or asserted through any affiliate, subsidiary, associated or related person, or any right or ability of any person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including the Consumer Class Actions and any other class action or any proceeding before an administrative tribunal), cause or chose in action, whether existing at present or commenced in the future, including any security interest, charge, mortgage, deemed trust, constructive trust or other encumbrance in connection with any of the foregoing, provided however that “Coliseum Claims” do not include any Non-Released Claims.

**“Coliseum Plan Payment”** has the meaning given in Section 4.1(a).

**“Coliseum Senior Secured Credit Agreement Claim”** means the \$5,000,000 loaned by Coliseum as a Senior Secured Lender under the Senior Secured Credit Agreement, plus Accrued Interest and any other amounts payable to Coliseum Capital Management, LLC pursuant to the Senior Secured Credit Agreement as of the Implementation Date.

**“Coliseum Settlement Payment”** has the meaning given in Section 4.1(a).

**“Collateral Agent”** means Computershare Trust Company of Canada in its capacity as Collateral Agent under the Secured Note Indenture and the Collateral Documents (as defined in the Secured Note Indenture).

**“Company Advisors”** means Osler, Hoskin, & Harcourt LLP, in its capacity as legal advisor to the Applicants (and the CRO), and Rothschild Inc., in its capacity as financial advisor to the Applicants (and the CRO).

**“Consumer Class Action Class Members”** means the class members in the Consumer Class Actions.

**“Consumer Class Action Claims”** means, collectively, any and all rights or claims of any kind advanced or which may subsequently be advanced in the Consumer Class Actions or in any other similar proceeding, whether a class action proceeding or otherwise.

**“Consumer Class Action Plaintiffs”** means, collectively, the plaintiffs in the Consumer Class Actions.

**“Consumer Class Action Settlement Approval Orders”** means, collectively, Orders to be entered by the Class Action Courts supervising the Consumer Class Actions approving the Settlements as applicable to the Consumer Class Actions and the Consumer Class Action Claims.

**“Consumer Class Actions”** means, collectively, the Ontario Consumer Class Action and the Western Canada Consumer Class Actions, and **“Consumer Class Action”** means any of them, as applicable.

**“CRO”** means BlueTree Advisors Inc., as Chief Restructuring Officer of the Applicants by appointment of the Court under the Amended and Restated Initial Order.

**“CRO Engagement Letter”** means the engagement letter for the CRO dated April 14, 2014, as amended by a further letter dated July 17, 2014.

**“D&O Claims”** means any right or claim of any Person that may be asserted or made in whole or in part against any of the D&Os, in any way relating to its relationship, business, affairs or dealings with any of the Applicants, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, indemnity, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any claim arising from or caused by the termination, disclaimer, rescission, assignment or repudiation of any contract, lease or other agreement with the Applicants, whether written or oral, any claim made or asserted through any affiliate, subsidiary, associated or related person, or any right or ability of any person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including the Estate D&O Action, the

Consumer Class Actions, the Securities Class Actions and any other class action or any proceeding before an administrative tribunal), cause or chose in action, whether existing at present or commenced in the future, including any security interest, charge, mortgage, deemed trust, constructive trust or other encumbrance in connection with any of the foregoing, provided however that “D&O Claims” do not include any Non-Released Claims.

**“D&O/Insurer Estate Action Settlement Amount”** means the \$2,750,000 payable by the Insurers to the Applicants pursuant to section 39(c) of the D&O/Insurer Global Settlement Agreement and Sections 6.2(b) and 6.3(p) of this Plan in exchange for the D&O/Insurer Global Settlement Release as it relates to the settled Estate D&O Action.

**“D&O/Insurer Global Settlement”** means the settlement, as set forth in the D&O/Insurer Global Settlement Agreement, pursuant to which, among other things, (i) the claims asserted by the Securities Class Action Plaintiffs against the D&O defendants in the Securities Class Actions, (ii) the claims asserted by the Consumer Class Action Plaintiffs against the D&O defendants in the Consumer Class Actions and (iii) the claims asserted by the Applicants against the D&O defendants in the Estate D&O Action were settled among those parties in exchange for the settlement payments and releases set out in the D&O/Insurer Global Settlement Agreement and this Plan, with the concurrence of the Monitor and the Ad Hoc Committee.

**“D&O/Insurer Global Settlement Agreement”** means the Settlement Agreement dated September 22, 2015 in respect of the D&O/Insurer Global Settlement as executed by the Securities Class Action Plaintiffs, the Consumer Class Action Plaintiffs, the D&O defendants in the Securities Class Actions, the D&O defendants in the Consumer Class Actions, the D&O defendants in the Estate D&O Action, a copy of which is appended as Schedule C to this Plan.

**“D&O/Insurer Global Settlement Release”** means the release contemplated by the D&O/Insurer Global Settlement Agreement and this Plan as it relates to the D&O Claims to be effected pursuant to the Plan, the Sanction Order and the applicable Class Action Settlement Approval Orders.

**“D&O/Insurer Ontario Consumer Class Action Settlement Amount”** means the \$1,437,500 payable by the Insurers pursuant to section 39(d) of the D&O/Insurer Global Settlement Agreement and Sections 6.2(b) and 6.3(r) of this Plan in exchange for the D&O/Insurer Global Settlement Release as it relates to the Ontario Consumer Class Action and the Ontario Consumer Class Action Claims.

**“D&O/Insurer Securities Class Action Settlement Amount”** means the \$13,779,167 payable by the Insurers pursuant to section 39(a) and 39(b) of the D&O/Insurer Global Settlement Agreement and Sections 6.2(b) and 6.3(q) of this Plan in exchange for the D&O/Insurer Global Settlement Release as it relates to the Securities Class Actions and the Securities Class Action Claims.

**“D&O/Insurer Settlement Payment”** means the total settlement payment of \$19,033,333 payable by the Insurers under the terms of the D&O/Insurer Global Settlement Agreement and Section 6.2(b) of this Plan in exchange for the D&O/Insurer Global Settlement Release.



**“D&O/Insurer Western Canada Consumer Class Action Settlement Amount”** means the \$1,066,666 payable by the Insurers pursuant to section 39(e) of the D&O/Insurer Global Settlement Agreement and Section 6.2(b) and 6.3(s) of this Plan in exchange for the D&O/Insurer Global Settlement Release as it relates to the Western Canada Consumer Class Action Claims.

**“D&Os”** means, collectively, all current and former Directors and Officers of the Applicants.

**“Depository”** means The Canadian Depository for Securities Ltd. or a successor as custodian for its participants, as applicable, and any nominee thereof.

**“DIP Credit Facility”** means the Amended and Restated Debtor-In-Possession Term Sheet dated as of May 20, 2014 between, among others, The Cash Store Financial Services Inc. and the lenders party thereto, as amended by an amending agreement dated as of August 7, 2014, an amending and waiver agreement dated September 29, 2014 and an amending agreement dated November 21, 2014.

**“DIP Lenders”** means the lenders party to the DIP Credit Facility.

**“DIP Priority Charge”** has the meaning given in paragraph 49 of the Amended and Restated Initial Order.

**“DIP Repayment Amount”** means the amount of \$6,000,000 necessary to satisfy any and all obligations of the Applicants that remain outstanding under the DIP Credit Facility as at the Plan Implementation Date, other than amounts for the reasonable fees and expenses of counsel to the DIP Lenders payable from the Expense Reimbursement.

**“DirectCash”** means, collectively, DirectCash Payments Inc., DirectCash Management Inc. (in its own capacity and as general partner of DirectCash ATM Processing Partnership, DirectCash ATM Management Partnership, and DirectCash Canada Limited Partnership), DirectCash ATM Processing Partnership, DirectCash ATM Management Partnership, DirectCash Canada Limited Partnership, DirectCash Bank, DirectCash Acquisition Corp, DirectCash Management UK Ltd., and DirectCash Management Australia Pty Ltd.

**“DirectCash Claims”** means any right or claim of any Person (including, without limitation, the Class Action Plaintiffs, Cash Store (as defined in the DirectCash Global Settlement Agreement) and any claims that could be brought on behalf of it by the Monitor, the CRO or by any of its representatives or affiliates (including, without limitation, The Cash Store Financial Limited (06773351), CSF Insurance Services Limited, The Cash Store Limited (06773354), The Cash Store Financial Corporation, The Cash Store Australia Holdings Inc. and The Cash Store Pty Ltd. (ACN107205612)) that may be asserted or made in whole or in part against any DirectCash Released Party, in any way relating to that Person’s relationship, business, affairs or dealings with Cash Store (as defined in the DirectCash Global Settlement Agreement) or DirectCash in respect of Cash Store (as defined in the DirectCash Global Settlement Agreement), whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of

duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, indemnity, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any claim arising from or caused by the breach, termination, disclaimer, rescission, assignment or repudiation of any contract, lease, cardholder agreement, service agreement, account agreement or other agreement with Cash Store (as defined in the DirectCash Global Settlement Agreement) and/or their customers, whether written or oral, any claim made or asserted through any affiliate, subsidiary, associated or related Person, or any right or ability of any Person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including the Ontario Class Action, the Western Canada Class Actions and any other class action or any proceeding before an administrative tribunal), cause or chose in action, whether existing at present or commenced in the future, including any security interest, charge, mortgage, deemed trust, constructive trust or other encumbrance in connection with any of the foregoing, provided however that notwithstanding anything else in the Plan, none of the DirectCash Released Parties shall be released pursuant to the Plan and/or the Sanction Order in respect of any claim by any Person that is commenced with leave of the CCAA Court and based on a final judgment that a plaintiff suffered damages as a direct result and solely as a result of such plaintiff's reliance on an express fraudulent misrepresentation made by a DirectCash director, officer or employee when such director, officer or employee had actual knowledge that the misrepresentation was false (any such claim being a "**DirectCash Non-Released Claim**"). .

**"DirectCash Estate Action Settlement Amount"** means the \$4,500,000 payable by DirectCash pursuant to section 5(a) of the DirectCash Global Settlement Agreement and Sections 6.2(a), 6.3(m) and 6.4(b)(i) of this Plan in exchange for the DirectCash Global Settlement Release as it relates to the Estate DirectCash Action.

**"DirectCash Global Settlement"** means the settlement reached among the Applicants, the Consumer Class Action Plaintiffs and DirectCash, as set forth in the DirectCash Global Settlement Agreement, pursuant to which, among other things, (i) the claims asserted by the Consumer Class Action Plaintiffs against DirectCash, (ii) the claims asserted by the Applicants against DirectCash and (iii) the claims asserted by DirectCash against the Applicants and the D&Os, were settled among those parties in exchange for the settlement payments and releases set out in the DirectCash Global Settlement Agreement and this Plan, with the concurrence of the Monitor and the Ad Hoc Committee.

**"DirectCash Global Settlement Agreement"** means the Settlement Term Sheet dated September 20, 2015 in respect of the DirectCash Global Settlement as executed by the Applicants, the Consumer Class Action Plaintiffs and DirectCash, a copy of which is appended as Schedule B to this Plan.

**“DirectCash Global Settlement Release”** means the release contemplated by the DirectCash Global Settlement Agreement and this Plan as it relates to the DirectCash Claims to be effected pursuant to the Plan, the Sanction Order and the applicable Class Action Settlement Approval Orders.

**“DirectCash Ontario Consumer Class Action Settlement Amount”** means the \$6,150,000 payable by DirectCash pursuant to section 5(b) of the DirectCash Global Settlement Agreement and Sections 6.2(a), 6.3(n) and 6.4(b)(ii) of this Plan in exchange for the DirectCash Global Settlement Release as it relates to the Ontario Consumer Class Action and the Ontario Consumer Class Action Claims.

**“DirectCash Released Parties”** means, collectively, DirectCash and all of their respective present and former shareholders, parents, partners, partnerships, subsidiaries, affiliates and predecessors, and each of their present and former directors, officers, servants, agents, employees, insurers, contractors, consultants, and each of the successors and assigns of any of the foregoing, and each such Person is referred to individually as a **“DirectCash Released Party”**.

**“DirectCash Settlement Payment”** means the \$14,500,000 payable by DirectCash pursuant to the DirectCash Global Settlement Agreement and Section 6.2(a) and 6.4(a) of this Plan in exchange for the DirectCash Global Release.

**“DirectCash Western Canada Consumer Class Action Settlement Amount”** means the \$3,850,000 payable by DirectCash pursuant to section 5(c) of the DirectCash Global Settlement Agreement and Sections 6.2(a), 6.3(o) and 6.4(b)(iii) of this Plan in exchange for the DirectCash Global Settlement Release as it relates to the Western Canada Consumer Class Actions and the Western Canada Consumer Class Action Claims.

**“Directors”** means, collectively, any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of any of the Applicants, and any such Person is referred to individually as a **“Director”**.

**“Directors’ Charge”** has the meaning given in paragraph 28 of the Amended and Restated Initial Order.

**“Directors’ Subordinated Charge”** has the meaning given in paragraph 53 of the Amended and Restated Initial Order.

**“Distribution Record Date”** means the Plan Implementation Date, or such other date as the Applicants, the Monitor and the Ad Hoc Committee may agree, each acting reasonably.

**“Effective Time”** means 8:00 a.m. (Toronto time) on the Plan Implementation Date or such other time on such date as the Applicants, the Monitor and the Ad Hoc Committee may agree, each acting reasonably.

**“Estate Action Claims”** means, collectively, any and all rights or claims of any kind advanced or which may subsequently be advanced by the Applicants, the CRO, the Litigation Counsel or

the Litigation Trustee on behalf of the Applicants in the Estate Actions or in any other similar proceeding, whether a class action proceeding or otherwise.

**“Estate Action Litigation Proceeds”** means any settlement or litigation proceeds that may be realized in respect of the Remaining Estate Actions.

**“Estate Actions”** means, collectively, (i) the proceedings commenced by the plaintiff, The Cash Store Financial Services Inc. against Canaccord Genuity Inc. in the Ontario Superior Court of Justice (Commercial List) on November 27, 2014, Court File No. CV-14-10773-00CL, (ii) the Estate TPL Action, (iii) the Estate D&O Action, (iv) the proceedings commenced by the plaintiff, The Cash Store Financial Services Inc. against KPMG LLP in the Ontario Superior Court of Justice (Commercial List) on November 27, 2014, Court File No. CV-14-10771-00CL, (v) the proceedings commenced by the plaintiff, The Cash Store Financial Services Inc. against Cassels Brock & Blackwell LLP in the Ontario Superior Court of Justice (Commercial List) on November 27, 2014, Court File No. CV-14-10774-00CL, (vi) the Estate DirectCash Action and (vii) any and all rights or claims of any kind which may subsequently be advanced by the Applicants, the CRO, the Litigation Counsel or the Litigation Trustee on behalf of the Applicants against any Person or party, other than the Released Parties, in the Estate Actions or in any other similar proceeding, whether a class action proceeding or otherwise.

**“Estate DirectCash Action”** means the proceeding commenced by the plaintiffs, 1511419 Ontario Inc. (former The Cash Store Financial Services Inc.), 1545688 Alberta Inc. (formerly The Cash Store Inc.) and 1152919 Alberta Inc. (formerly Instaloes Inc.) against DirectCash Bank, DirectCash Payments Inc., DirectCash Management Inc., DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership and DirectCash ATM Management Partnership in the Ontario Superior Court of Justice (Commercial List) on July 2, 2015, Court File No. CV-15-531577.

**“Estate D&O Action”** means the proceedings commenced by the plaintiff, The Cash Store Financial Services Inc., against Gordon Reykdal, William Dunn, Edward McClelland, J. Albert Mondor, Rob Chicoyne, Robert Gibson, Michael Shaw, Barret Reykdal, S. William Johnson, Nancy Bland, Cameron Schiffner and Michael Thompson in the Ontario Superior Court of Justice (Commercial List) on November 27, 2014, Court File No. CV-14-10772-00CL.

**“Estate TPL Action”** means the proceedings commenced by the plaintiff, The Cash Store Financial Services Inc. against Trimor Annuity Focus Limited Partnership, Trimor Annuity Focus Limited Partnership #2, Trimor Annuity Focus Limited Partnership #3, Trimor Annuity Focus Limited Partnership #4, Trimor Annuity Focus Limited Partnership #6, 367463 Alberta Ltd., 0678786 BC Ltd., Bridgeview Financial Corp., Inter-Pro Property Corporation (USA), Omni Ventures Ltd., FSC Abel Financial Inc., L-Gen Management Inc., Randy Schiffner and Slade Schiffner in the Ontario Superior Court of Justice (Commercial List) on November 27, 2014, Court File No. CV-14-10770-00CL.

**“Excluded Persons”** means the Securities Class Action Defendants, their past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns, and any individual who is an immediate member of the family of an individual Securities Class Action Defendant.

**“Expense Reimbursement”** means the reasonable fees and expenses of the CRO, counsel to the CRO, the Monitor, counsel to the Monitor, counsel to the DIP Lenders, counsel to the Ad Hoc Committee, the Indenture Trustee and counsel to the Indenture Trustee, in each case up to the Plan Implementation Date, which shall be paid on the Plan Implementation Date from the Cash on Hand pursuant to Section 6.4(d) of this Plan.

**“February 2014 Parties”** means the CCRO (as defined in the Amended and Restated Initial Order) and the special committee of independent directors formed by the Applicants on February 19, 2014.

**“Filing Date”** has the meaning given in the recitals to this Plan.

**“Final DirectCash Settlement Payment”** has the meaning given in Section 6.4(a).

**“First DirectCash Estate Action Settlement Payment”** means the \$2,975,750 (being \$3,725,000 less the \$749,250 to be paid to Litigation Counsel in respect of the fees and expenses of Litigation Counsel incurred in prosecuting and settling the Estate DirectCash Action pursuant to Section 6.3(l) of this Plan) portion of the DirectCash Estate Action Settlement Amount to be paid to the Indenture Trustee, for distribution to the Secured Noteholders, pursuant to Section 6.3(m) of this Plan.

**“First DirectCash Ontario Consumer Class Action Settlement Payment”** means the \$5,087,500 portion of the DirectCash Ontario Consumer Class Action Settlement Amount to be paid to Harrison Pensa, in trust for the Ontario Consumer Class Action Class Members, pursuant to Section 6.3(n) of this Plan.

**“First DirectCash Western Canada Consumer Class Action Settlement Payment”** means the \$3,187,500 portion of the DirectCash Western Canada Consumer Class Action Settlement Amount to be paid Bennett Mounter, in trust for the Western Canada Consumer Class Action Class Members, pursuant to Section 6.3(o) of this Plan.

**“Goodmans”** means Goodmans LLP, solely in its capacity as legal counsel to the Ad Hoc Committee.

**“Governmental Entity”** means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (i) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

**“Harrison Pensa”** means Harrison Pensa, LLP, solely in its capacity as representative counsel for the Ontario Consumer Class Action Class Members pursuant to the Order entered in the CCAA Proceeding dated June 16, 2014.

**“Indenture Trustee”** means, collectively, Computershare Trust Company, N.A., as U.S. trustee under the Secured Note Indenture, and Computershare Trust Company of Canada, as Canadian trustee and collateral agent under the Secured Note Indenture.

**“Initial DirectCash Settlement Payment”** has the meaning given in Section 6.2(a).

**“Insurance Policies”** means, collectively, the following insurance policies, as well as any other insurance policy pursuant to which the Applicants or any D&Os are or may be insured: (i) ACE INA Insurance Policy No. DO025454; (ii) Certain Underwriters at Lloyd’s Insurance Policy No. DY967983, (iii) Royal & Sun Alliance Insurance Company of Canada Insurance Policy No. 9500807, and (iv) AXIS Reinsurance Company (Canadian Branch) Insurance Policy No. CTS768993/01/2012, and **“Insurance Policy”** means any of the Insurance Policies.

**“Insurers”** means (i) ACE INA Insurance, (ii) Certain Underwriters at Lloyd’s subscribing to Policy No. DY967983, (iii) Royal & Sun Alliance Insurance Company of Canada, and (iv) AXIS Reinsurance Company (Canadian Branch), in each case in respect of their respective Insurance Policy, and **“Insurer”** means any of the Insurers.

**“Litigation Counsel”** means the litigation counsel retained by the Applicants for purposes of pursuing the Estate Actions on the terms and conditions set forth in Schedule D to this Plan.

**“Litigation Counsel Retainer”** means the terms for the retention of Litigation Counsel, as approved pursuant to the Order of the CCAA Court dated December 1, 2014, a copy of which is appended as Schedule D to this Plan, as such terms may be amended with the consent of the Monitor, the Ad Hoc Committee, Litigation Counsel and if before the Plan Implementation Date, the Applicants, and if after the Plan Implementation Date, the Litigation Trustee, each acting reasonably.

**“Litigation Funding and Indemnity Reserve”** means the cash reserve to be established by the Applicants, on behalf of the Secured Noteholders, on the Plan Implementation Date in an amount satisfactory to the Applicants, the Litigation Trustee, the Litigation Counsel, the Monitor and the Ad Hoc Committee, which cash reserve shall be (i) maintained and administered by the Monitor in connection with the prosecution of the Remaining Estate Actions in accordance with the Litigation Funding Indemnity Reserve Agreement and (ii) otherwise held in trust for the Secured Noteholders and contributed to Subsequent Cash on Hand to be distributed in accordance with Section 6.4(d) of this Plan.

**“Litigation Funding and Indemnity Reserve Agreement”** means the agreement to be entered into prior to the Plan Implementation Date among the Applicants, the Monitor, the Litigation Counsel and the proposed Litigation Trustee, with the consent of the Ad Hoc Committee, for the efficient administration of the Litigation Funding and Indemnity Reserve.

**“Litigation Trustee”** means the individual designated to serve, with the consent of the Litigation Counsel and the Ad Hoc Committee, as the litigation trustee in respect of, and on behalf of the Applicants, as named and appointed under the Sanction Order.

**“Litigation Trustee Retainer”** means the terms and conditions for the retention of the Litigation Trustee, as the same may be agreed to among the Applicants, the Litigation Counsel and the Ad

Hoc Committee, and as the same may be amended with the consent of the Ad Hoc Committee, the Litigation Counsel and if before the Plan Implementation Date, the Applicants, and if after the Plan Implementation Date, the Litigation Trustee, each acting reasonably.

**“McCann Entity Claims”** means any right or claim of any Person that may be asserted or made in whole or in part against any of the McCann Entities, in any way relating to its relationship, business, affairs or dealings with any of the Applicants, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, indemnity, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any claim arising from or caused by the termination, disclaimer, rescission, assignment or repudiation of any contract, lease or other agreement with the Applicants, whether written or oral, any claim made or asserted through any affiliate, subsidiary, associated or related person, or any right or ability of any person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including the Consumer Class Actions and any other class action or any proceeding before an administrative tribunal), cause or chose in action, whether existing at present or commenced in the future, including any security interest, charge, mortgage, deemed trust, constructive trust or other encumbrance in connection with any of the foregoing, provided however that “McCann Entity Claims” do not include any Non-Released Claims.

**“McCann Entities”** means, collectively, 8028702, 0678786 B.C. Ltd, any of their affiliated entities, and J. Murray McCann in his personal capacity as a director or officer of any of the McCann Entities.

**“Meetings”** means each meeting of Affected Creditors, and any adjournment or extension thereof, that is called and conducted in accordance with the Meetings Order for the purpose of considering and voting on the Plan.

**“Meetings Order”** has the meaning given in the recitals to this Plan.

**“Monitor”** means FTI Consulting Canada Inc., in its capacity as Court-appointed Monitor of the Applicants in the CCAA Proceeding.

**“Monitor’s Distribution Account”** means an interest-bearing account to be established by the Monitor for purposes of holding the Settlement Payments in escrow pending the Plan Implementation Date, and in trust for the beneficiaries thereof upon the Plan Implementation Date.

**“Monitor’s Post-Implementation Reserve”** means the cash reserve to be established on the Plan Implementation Date in the amount of \$775,000 (or such other amount as may be agreed by the Applicants, the Monitor and the Ad Hoc Committee in advance of the Plan Implementation Date, or the Monitor and the Ad Hoc Committee after the Plan Implementation Date), which cash reserve shall be maintained and administered by the Monitor for the purpose of paying the costs and expenses of the Applicants and administering the Applicants and the Plan, as necessary, from and after the Plan Implementation Date, including with respect to payment of the reasonable professional fees and expenses of (i) the Monitor, (ii) counsel to the Monitor, (iii) Goodmans as counsel to the Ad Hoc Committee, (iv) U.S. counsel to the Monitor in connection with obtaining the U.S. recognition order, (v) the Indenture Trustee and (vi) counsel to the Indenture Trustee, that are in each case required and reasonably incurred after the Plan Implementation Date in connection with the administration of the Applicants and the administration and implementation of the Plan.

**“Monitor’s Remaining Defendant Settlement Certificate”** has the meaning given in Section 10.2(a).

**“Net Cash On Hand”** means all Cash On Hand, less the amounts required in respect of the: (i) Monitor’s Post-Implementation Reserve, (ii) Litigation Funding and Indemnity Reserve, (iii) Expense Reimbursement, (iv) DIP Repayment Amount, (v) Coliseum Plan Payment, (vi) Coliseum Settlement Payment, (vii) 8028702 Plan Payment, (viii) 8028702 Settlement Payment and (ix) the Segregated Cash.

**“Net D&O/Insurer Securities Class Action Settlement Proceeds for Certain Holders of Secured Notes”** means the amount of \$8,904,167 of settlement proceeds realized in respect of the Securities Class Action Claims against the Applicants and the D&Os in respect of the Secured Notes that were settled pursuant to the D&O/Insurer Global Settlement, as available to certain holders of the Secured Notes at the relevant times pursuant to the terms of the Plan of Allocation, less the deduction of the Securities Class Action Fees and any other disbursements, payments or expenses approved by the Class Action Court supervising the Ontario Securities Class Action.

**“Net Estate DirectCash Action Settlement Proceeds”** means the amount of \$4,500,000 of settlement proceeds realized by the Applicants in respect of the Estate DirectCash Action that was settled pursuant to the DirectCash Global Settlement, less \$749,250 to be paid to Litigation Counsel in respect of the fees and expenses of Litigation Counsel incurred in prosecuting and settling the Estate DirectCash Action.

**“Net Subsequent Litigation Proceeds”** means any settlement or litigation proceeds that may from time to time be realized in respect of the Remaining Estate Actions, after payment of (i) the fees and expenses of Litigation Counsel pursuant to the terms of the Litigation Counsel Retainer, (ii) the fees and expenses of the Litigation Trustee pursuant to the terms of the Litigation Trustee Retainer and (iii) the cost of any alternate litigation funding arrangements as contemplated by paragraph 17 of the Litigation Counsel Retainer.

**“Net Subsequent Litigation Proceeds for Consumer Class Action Class Members”** has the meaning given in Section 4.3(a)(iv) of this Plan.



**“Net Subsequent Litigation Proceeds for Secured Noteholders”** means any settlement or litigation proceeds that may from time to time be realized in respect of the Remaining Estate Actions, after payment of (i) the fees and expenses of Litigation Counsel pursuant to the terms of the Litigation Counsel Retainer, (ii) the fees and expenses of the Litigation Trustee pursuant to the terms of the Litigation Trustee Retainer, and (iii) the Net Subsequent Litigation Proceeds for Consumer Class Action Class Members.

**“Non-Released Claims”** means (i) any Claim against the Applicants, brought with leave of the Court, by a Person who is not a party to or bound by the D&O/Insurer Global Settlement Agreement or the DirectCash Global Settlement Agreement, against any Person that is not permitted to be compromised under section 19(2) of the CCAA, (ii) any D&O Claim, brought with leave of the Court, by a Person who is not a party to or bound by the D&O/Insurer Global Settlement Agreement or the DirectCash Global Settlement Agreement, that is not permitted to be compromised pursuant to section 5.1(2) of the CCAA, (iii) any Claim, brought with leave of the Court, by a Person who is not a party to or bound by the D&O/Insurer Global Settlement Agreement or the DirectCash Global Settlement Agreement, that is based on a final judgment that a plaintiff suffered damages as a direct result, and solely as a result, of such plaintiff’s reliance on an express fraudulent misrepresentation made by the D&Os, the McCann Entities, or by any DirectCash director, officer or employee, when any such person had actual knowledge that the misrepresentation was false, (iv) any D&O Claim, brought with leave of the Court, by any of the Third Party Lenders (other than any of the McCann Entities) against any of the D&Os (other than the February 2014 Parties); and (v) any Direct Cash Non-Released Claim;

**“Noteholder Advisors”** means Goodmans and Houlihan Lokey, Howard & Zukin Capital, Inc., solely in its capacity as financial advisor to the Ad Hoc Committee.

**“Officers”** means, collectively, any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of any of the Applicants, and any such Person is referred to individually as an **“Officer”**.

**“Ontario Consumer Class Action”** means the Ontario consumer class action proceeding styled as *Yeoman v. The Cash Store Financial et. al.* (Ontario Superior Court of Justice, Action No. 7908/12 CP and/or Ontario Superior Court Action No. 4171/14).

**“Ontario Consumer Class Action Class Members”** means the class members in the Ontario Consumer Class Action.

**“Ontario Consumer Class Action Claims”** means, collectively, any and all Claims which may subsequently be advanced in the Ontario Consumer Class Actions or in any other similar proceeding, whether a class action proceeding or otherwise.

**“Ontario Consumer Class Action Plaintiff”** means the plaintiff in the Ontario Consumer Class Action.

**“Ontario Securities Class Action”** means the Ontario securities class action proceeding styled as *Fortier v. The Cash Store Financial Services, Inc., et al.* (Ontario Superior Court of Justice, Court File No. CV-13-481943-00CP).

**“Ontario Securities Class Action Plaintiff”** means the plaintiff in the Ontario Securities Class Action.

**“Ontario Securities Class Action Settlement Approval Order”** means the Order to be entered by the Class Action Court supervising the Ontario Securities Class Action, substantially in the form appended to the D&O/Insurer Global Settlement Agreement.

**“Order”** means any order of a Court made in connection with the CCAA Proceeding, this Plan, the Class Actions or the Settlements.

**“Permitted Continuing Retainer”** has the meaning given in Section 6.3(c).

**“Person”** means any individual, sole proprietorship, limited or unlimited liability corporation, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, Governmental Entity, and a natural person including in such person’s capacity as trustee, heir, beneficiary, executor, administrator or other legal representative.

**“Plan”** means this Plan of Compromise and Arrangement (including all schedules hereto) filed by the Applicants pursuant to the CCAA, as it may be further amended, supplemented or restated from time to time in accordance with the terms of this Plan or any Order.

**“Plan Implementation Date”** means the Business Day on which this Plan becomes effective, which shall be the Business Day on which all of the conditions precedent set forth in Section 9.1 have been satisfied or waived, or such subsequent date as the Applicants, the Monitor and the Ad Hoc Committee may agree, each acting reasonably.

**“Plan of Allocation”** means the plan for distributing the D&O/Insurer Securities Class Action Settlement Amount, including distribution of the Net D&O/Insurer Securities Class Action Settlement Proceeds for Certain Holders of the Secured Notes, which shall be presented to the Class Action Court supervising the Ontario Securities Class Action for approval substantially in the form appended as Schedule D to this Plan.

**“Plan Settlement Parties”** means, collectively, the Applicants (as represented by Osler, Hoskin & Harcourt LLP), the Securities Class Action Plaintiffs (as represented by Siskinds), the Ontario Consumer Class Action Plaintiff (as represented by Harrison Pensa), the Western Canada Consumer Class Action Plaintiffs (as represented by Bennett Mounteer), DirectCash (as represented by Dentons LLP), the D&Os and the Insurers (notice to be provided, for purposes of this Plan, to Lenczner Slaght Royce Smith Griffin LLP and Blake, Cassels & Graydon LLP), and each such Person is referred to individually as a **“Plan Settlement Party”**.

**“Priority Motion”** means the motion filed in the CCAA Proceeding dated April 30, 2015 pursuant to which the Ontario Consumer Class Action Plaintiff asserted various priority claims (which claims were subsequently supported by the Western Canada Consumer Class Action Plaintiffs) against the Applicants, their assets and the recoveries available for the secured creditors of the Applicants (including the Senior Secured Lenders and the Secured Noteholders).

**“Priority Motion Costs Amount”** means \$150,000 payable to Harrison Pensa as counsel to the Ontario Consumer Class Action Plaintiff by the Applicants, on behalf of the Secured Noteholders, Coliseum and 8028702, pursuant to section 5 of the Priority Motion Settlement Agreement and Sections 6.3(f)(ii), 6.3(h)(ii) and 6.3(i)(ii) of this Plan.

**“Priority Motion Settlement”** means the settlement reached among the Applicants, the Consumer Class Action Plaintiffs, Coliseum, 8028702 and its affiliates, and the Ad Hoc Committee, as set forth in the Priority Motion Settlement Agreement, pursuant to which, among other things, (i) the claims asserted by the Ontario Consumer Class Action Plaintiff (which claims were subsequently supported by the Western Canada Consumer Class Action Plaintiffs) against the Applicants, their assets and the recoveries available for the secured creditors of the Applicants (including the Senior Secured Lenders and the Secured Noteholders) and (ii) the claims asserted by certain of the Consumer Class Action Plaintiffs against certain of the Senior Secured Lenders, were all agreed to be settled among those parties in exchange for the settlement payments and releases set out in the Priority Motion Settlement Agreement and this Plan, with the concurrence of the Monitor and the Ad Hoc Committee.

**“Priority Motion Settlement Agreement”** means the Settlement Term Sheet dated June 19, 2015 in respect of the Priority Motion Settlement as executed by the Applicants, the Class Action Plaintiffs, Coliseum, 8028702 and its affiliates, and the Ad Hoc Committee, a copy of which is appended as Schedule A to this Plan.

**“Priority Motion Settlement Amount”** means the \$1,450,000 payable to the Consumer Class Action Class Members by the Applicants, on behalf of the Secured Noteholders, Coliseum and 8028702, pursuant to section 1 of the Priority Motion Settlement Agreement and by way of the Coliseum Settlement Payment, the 8028702 Settlement Payment and the Secured Noteholder Settlement Payment, payable pursuant to Sections 6.3(f), 6.3(h) and 6.3(i) of this Plan, respectively, which amount shall be allocated among the Consumer Class Actions as follows: (i) \$250,000 shall be allocated to the Ontario Consumer Class Action in respect of the settlement reached between the Ontario Consumer Class Action Plaintiff and the McCann Entities under, and in accordance with, section 1(b) of the Priority Motion Settlement; (ii) \$150,000 shall be allocated to Harrison Pensa in respect of its out-of-pocket expenses incurred in connection with the Priority Motion Settlement; and (iii) the remaining \$1,050,000 of which shall be allocated 50% to the Ontario Consumer Class Action and 50% to the Western Canada Consumer Class Actions.

**“Pro-Rata”** means with respect to any Secured Noteholder in relation to all Secured Noteholders, the proportion of (i) the principal amount of Secured Notes beneficially owned by such Secured Noteholder as of the Distribution Record Date, in relation to (ii) the aggregate principal amount of all Secured Notes outstanding as of the Distribution Record Date.

**“Released Claims”** means, collectively, all of the Claims released in accordance with Section 7.1.

**“Released Parties”** means, collectively, those Persons released pursuant to or in accordance with Article 7 hereof, but only to the extent so released, and each such Person is referred to individually as a **“Released Party”**; provided that, **“Released Party”** and **“Released Parties”** shall

include any Remaining Defendant in respect of whom a Remaining Defendant Settlement Certificate has been delivered pursuant to Article 10 of this Plan.

**“Remaining Defendant”** means any of the defendants in the Remaining Estate Actions, and **“Remaining Defendants”** means all of them collectively.

**“Remaining Defendant Release”** means a release of any applicable Remaining Defendant agreed to pursuant to a Remaining Defendant Settlement and approved pursuant to a Remaining Defendant Settlement Order, provided that each such release must be acceptable to the Monitor, the Ad Hoc Committee, the Litigation Counsel and if before the Plan Implementation Date, the Applicants, and if after the Plan Implementation Date, the Litigation Trustee, each acting reasonably.

**“Remaining Defendant Settlement”** means a binding settlement between any applicable Remaining Defendant and the Applicants as plaintiffs in the applicable Estate Action, provided that, each such settlement must be acceptable to the Monitor, the Ad Hoc Committee, the Litigation Counsel and if before the Plan Implementation Date, the Applicants, and if after the Plan Implementation Date, the Litigation Trustee, each acting reasonably.

**“Remaining Defendant Settlement Order”** means an Order of the CCAA Court approving a Remaining Defendant Settlement in form and in substance satisfactory to the applicable Remaining Defendant, the Monitor, the Ad Hoc Committee, the Litigation Counsel and if before the Plan Implementation Date, the Applicants, and if after the Plan Implementation Date, the Litigation Trustee, each acting reasonably.

**“Remaining Estate Actions”** means, collectively, (i) the proceedings commenced by the plaintiff, The Cash Store Financial Services Inc. against Canaccord Genuity Inc. in the Ontario Superior Court of Justice (Commercial List) on November 27, 2014, Court File No. CV-14-10773-00CL, (ii) the Estate TPL Action, as amended pursuant to Section 9.1(m) of this Plan, (iii) the proceedings commenced by the plaintiff, The Cash Store Financial Services Inc. against KPMG LLP in the Ontario Superior Court of Justice (Commercial List) on November 27, 2014, Court File No. CV-14-10771-00CL, (iv) the proceedings commenced by the plaintiff, The Cash Store Financial Services Inc. against Cassels Brock & Blackwell LLP in the Ontario Superior Court of Justice (Commercial List) on November 27, 2014, Court File No. CV-14-10774-00CL, and (v) any and all rights or claims of any kind which may subsequently be advanced by the Applicants or the Litigation Trustee on behalf of the Applicants against any person or party, other than the Released Parties, in the Estate Actions or in any other similar proceeding, whether a class action proceeding or otherwise.

**“Remaining Segregated Cash”** means any and all portions of the Segregated Cash that may be returned to the Applicants pursuant to the terms and conditions of the Priority Motion Settlement Agreement and further Order of the CCAA Court as contemplated thereby.

**“Required Majority”** means, for each Affected Creditor Class, a majority in number of the Affected Creditors for that Class, and two-thirds in value of the claims held by such Affected Creditors in that Class, in each case who vote (in person or by proxy) on the Plan at the Meeting.

**“Sanction Date”** means the date that the Sanction Order is granted by the Court.

“**Sanction Order**” means the Order of the CCAA Court sanctioning and approving this Plan.

“**Second DirectCash Estate Action Settlement Payment**” means the \$775,000 portion of the DirectCash Estate Action Settlement Amount to be paid to the Indenture Trustee, for distribution to the Secured Noteholders, pursuant to Section 6.4(b)(i) of this Plan.

“**Second DirectCash Ontario Consumer Class Action Settlement Payment**” means the \$1,062,500 portion of the DirectCash Ontario Consumer Class Action Settlement Amount to be paid to Harrison Pensa, in trust for the Ontario Consumer Class Action Class Members, pursuant to Section 6.4(b)(ii) of this Plan.

“**Second DirectCash Western Canada Consumer Class Action Settlement Payment**” means the \$662,500 portion of the DirectCash Western Canada Consumer Class Action Settlement Amount to be paid to Bennett Mounteer, in trust for the Western Canada Consumer Class Action Class Members, pursuant to Section 6.4(b)(iii) of this Plan.

“**Secured Note Indenture**” means the secured note indenture dated as of January 31, 2012, by and between The Cash Store Financial Services Inc., the entities listed as guarantors therein, Computershare Trust Company, N.A., as U.S. Trustee, and Computershare Trust Company of Canada, as Canadian Trustee and Collateral Agent, as amended, modified or supplemented.

“**Secured Noteholder Claim**” means a claim by a Secured Noteholder (or a trustee or other representative on the Noteholder’s behalf) in respect of principal and Accrued Interest payable to such Secured Noteholder pursuant to such Secured Notes or the Secured Note Indenture, and “**Secured Noteholder Claims**” means all such claims collectively and in the aggregate.

“**Secured Noteholder Maximum Claim Amount**” means the full amount of principal, interest, fees and expenses due in respect of the Secured Notes and the Secured Note Indenture up to the Plan Implementation Date.

“**Secured Noteholder Plan Payment**” has the meaning given in Section 4.2(a).

“**Secured Noteholder Settlement Payment**” has the meaning given in Section 4.2(a).

“**Secured Noteholders**” means, collectively, the beneficial owners of Secured Notes as of the Distribution Record Date and, as the context requires, the registered holders of Secured Notes as of the Distribution Record Date, and “**Secured Noteholder**” means any one of the Secured Noteholders.

“**Secured Notes**” means the aggregate principal amount of US\$132,500,000 of 11.50% Senior Secured Notes Due 2017 issued pursuant to the Secured Note Indenture.

“**Securities Class Action Claims**” means, collectively, any and all rights or claims of any kind advanced or which may subsequently be advanced in the Securities Class Actions or in any other similar proceeding, whether a class action proceeding or otherwise.

“**Securities Class Action Class Members**” means all Persons, wherever they may reside or be domiciled, who acquired securities of The Cash Store Financial Services Inc. (including the

Secured Notes) from November 24, 2010 through to February 13, 2014, inclusive, except the Excluded Persons.

**“Securities Class Action Defendants”** means the defendants in the Securities Class Actions.

**“Securities Class Action Fees”** means the reasonable fees and expenses (including taxes) of Siskinds LLP, Kirby McInerney LLP, Hoffner PLLC, Goodmans LLP and Paul Hastings LLP payable pursuant to the terms and conditions of the D&O/Insurer Global Settlement Agreement, as the same may be approved and awarded by the Class Action Court supervising the Ontario Securities Class Action.

**“Securities Class Action Plaintiffs”** means the plaintiffs in the Securities Class Actions.

**“Securities Class Actions”** means, collectively, the following proceedings: (i) *Fortier v. The Cash Store Financial Services, Inc. et al.*, Ontario Superior Court of Justice, Court File No. CV-13-481943-00CP; (ii) *Globis Capital Partners, L.P. v. The Cash Store Financial Services Inc. et al.*, Southern District of New York, Case 13 Civ. 3385 (VM); (iii) *Hughes v. The Cash Store Financial Services, Inc. et al.*, Alberta Court of Queen’s Bench, Court File No. 1303 07837; and (iv) *Dessis v. The Cash Store Financial Services, Inc. et al.*, Quebec Superior Court, No: 200-06-000165-137.

**“Segregated Cash”** means the cash designated by the Monitor as “Ontario Restricted Cash” in the amount of \$1,927,959 in respect of amounts that the Monitor reports were collected by the Applicants after February 12, 2014 and which may represent costs of borrowing.

**“Senior Secured Credit Agreement”** means the senior secured credit agreement dated November 29, 2013, by and between The Cash Store Financial Services Inc., as borrower, the entities listed as guarantors therein, Coliseum Capital Management, LLC as a Senior Secured Lender thereunder, 8028702 as a Senior Secured Lender thereunder, 424187 as a Senior Secured Lender thereunder, and 424187, as Agent thereunder.

**“Senior Secured Credit Agreement Claim”** means a claim by a Senior Secured Lender (or the Agent or other representative on the Senior Secured Lender’s behalf) in respect of principal and Accrued Interest and any other amounts payable to such Senior Secured Lender pursuant to the Senior Secured Credit Agreement, and **“Senior Secured Credit Agreement Claims”** means all such claims collectively and in the aggregate.

**“Senior Secured Lenders”** means, collectively, Coliseum, 8028702 and 424187, in their capacities as lenders under the Senior Secured Credit Agreement, and **“Senior Secured Lender”** means any one of them in such capacity.

**“Service List”** means the service list for the CCAA Proceeding, as maintained by the Monitor and posted on the Website.

**“Settlement Approval Notices”** means the form of settlement approval notices to be issued in the Class Actions regarding the Settlements.

“**Settlement Payments**” means, collectively, the DirectCash Settlement Payment, the D&O/Insurer Settlement Payment and the Priority Motion Settlement Amount.

“**Settlements**” means, collectively, the Priority Motion Settlement, the DirectCash Settlement and the D&O/Insurer Global Settlement.

“**Siskinds**” means Siskinds LLP, solely in its capacity as representative counsel for the Securities Class Action Class Members, pursuant to the Representation and Notice Approval Order entered in the CCAA Proceedings on September 30, 2015.

“**Subsequent Cash On Hand**” means any and all available cash of the Applicants, whether held by the Applicants or the Monitor, after the Effective Time, whether received by the Applicants or the Monitor, as the case may be, in the form of Net Subsequent Litigation Proceeds, tax refunds, Remaining Segregated Cash, Undeliverable Distributions or otherwise, and excluding any amounts held in (and added to) the Monitor’s Post-Implementation Reserve and the Litigation Funding and Indemnity Reserve, unless and until any such amounts are released from any of those reserves in accordance with Section 6.4(d) of this Plan.

“**Subsequent Distribution**” has the meaning given in Section 6.4(d).

“**Subsequent Distribution Date**” means the date on which any distribution of Subsequent Cash On Hand is made by the Monitor pursuant to Section 6.4(d).

“**tax**” or “**taxes**” means any and all federal, provincial, municipal, local and foreign taxes, assessments, reassessments and other governmental charges, duties, impositions and liabilities including for greater certainty taxes based upon or measured by reference to income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, all license, franchise and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions, together with all interest, penalties, fines and additions with respect to such amounts.

“**Tax Act**” means the *Income Tax Act* (Canada) and the *Income Tax Regulations*, in each case as amended from time to time.

“**Taxing Authorities**” means any one of Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof, any similar revenue or taxing authority of the United States or other foreign state and any political subdivision thereof, and any Canadian, United States or other government, regulatory authority, government department, agency, commission, bureau, minister, court, tribunal or body or regulation-making entity exercising taxing authority or power, and “**Taxing Authority**” means any one of the Taxing Authorities.

“**Third Party Lenders**” means, collectively, Trimor Annuity Focus Limited Partnership, Trimor Annuity Focus Limited Partnership #2, Trimor Annuity Focus Limited Partnership #3, Trimor Annuity Focus Limited Partnership #4, Trimor Annuity Focus Limited Partnership #6, 367463 Alberta Ltd., 0678786 BC Ltd., Bridgeview Financial Corp., Inter-Pro Property Corporation (USA), Omni Ventures Ltd., FSC Abel Financial Inc., L-Gen Management Inc, Assistive Financial Corp., any other third party lender of the Applicants pursuant to a broker agreement or agreement analogous to a broker agreement, and any beneficial or entitlement holder of any of the foregoing, and “**Third Party Lender**” means any of them in such capacity.

“**TPL Charge**” has the meaning given in paragraph 30 of the Amended and Restated Initial Order.

“**Unaffected Claim**” means any and all Claims other than the Senior Secured Credit Agreement Claims, the Secured Noteholder Claims and the Released Claims, including without limitation:

- (a) any Claim secured by any of the Charges; and
- (d) any and all unsecured Claims.

“**Unaffected Creditor**” means a Person who has an Unaffected Claim, but only in respect of and to the extent of such Unaffected Claim.

“**Undeliverable Distribution**” has the meaning given in Section 5.3.

“**U.S. Recognition Order**” has the meaning given in Section 5.9.

“**Website**” means the website maintained by the Monitor in respect of the CCAA Proceeding at the following web address: <http://cfcanada.fticonsulting.com/cashstorefinancial/>.

“**Western Canada Consumer Class Action Class Members**” means the class members in the Western Canada Consumer Class Actions.

“**Western Canada Consumer Class Action Claims**” means, collectively, any and Claims which may subsequently be advanced in the Western Canada Consumer Class Actions or in any other similar proceeding, whether a class action proceeding or otherwise.

“**Western Canada Consumer Class Action Plaintiffs**” means, collectively, the plaintiffs in the Western Canada Consumer Class Actions.

“**Western Canada Consumer Class Actions**” means, collectively, the following class action proceedings: (i) *Stewart v. DirectCash Payments Inc. et al*, Supreme Court of British Columbia, Vancouver Reg. No. S154924, (ii) *Stewart v. The Cash Store Financial Services Inc. et al*, Supreme Court of British Columbia, Vancouver Reg. No. S126361, (iii) *Tschritter et al. v. The Cash Store Financial Services Inc. et al*. Alberta Court of Queen’s Bench, Calgary Reg. No. 0301-16243, (iv) *Efthimiou v. The Cash Store Financial Services Inc. et al*, Alberta Court of Queen’s Bench, Calgary Reg. No. 1201-118160, (v) *Meeking v The Cash Store Inc. et al*, Manitoba Court of Queen’s Bench, Winnipeg Reg. No. C1110-01-66061, (vi) *Rehill v The Cash Store Financial Services Inc. et al.*, Manitoba Court of Queen’s Bench, Winnipeg Reg. No.



C112-01-80578 and (vii) *Ironbow v. The Cash Store Financial Services Inc. et al.*, Saskatoon Reg. No. 1453.

“424187” means 424187 Alberta Ltd.

“424187 Senior Secured Credit Agreement Claim” means the \$2,000,000 loaned by 424187, as a Senior Secured Lender under the Senior Secured Credit Agreement, plus Accrued Interest.

“8028702” means 8028702 Canada Inc.

“8028702 Plan Payment” has the meaning given in Section 4.1(b).

“8028702 Senior Secured Credit Agreement Claim” means the \$5,000,000 loaned by 8028702, as a Senior Secured Lender under the Senior Secured Credit Agreement, plus Accrued Interest and any other amounts payable to 8028702 pursuant to the Senior Secured Credit Agreement as of the Plan Implementation Date.

“8028702 Settlement Payment” has the meaning given in Section 4.1(b).

## 1.2 Certain Rules of Interpretation

For purposes of this Plan:

- (a) any reference in the Plan to an Order, agreement, contract, instrument, indenture, release, exhibit or other document means such Order, agreement, contract, instrument, indenture, release, exhibit or other document as it may have been or may be validly amended, modified or supplemented;
- (b) the division of the Plan into “articles” and “sections” and the insertion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of the Plan, nor are the descriptive headings of “articles” and “sections” intended as complete or accurate descriptions of the content thereof;
- (c) unless the context otherwise requires, words importing the singular shall include the plural and *vice versa*, and words importing any gender shall include all genders;
- (d) the words “includes” and “including” and similar terms of inclusion shall not, unless expressly modified by the words “only” or “solely”, be construed as terms of limitation, but rather shall mean “includes but is not limited to” and “including but not limited to” so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;
- (e) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Toronto, Ontario and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. (Toronto time) on such Business Day;

- (f) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day;
- (g) unless otherwise provided, any reference to a statute or other enactment of parliament or a legislature includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation; and
- (h) references to a specified “article” or “section” shall, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specified article or section of the Plan, whereas the terms “the Plan”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions shall be deemed to refer generally to the Plan and not to any particular “article”, “section” or other portion of the Plan and include any documents supplemental hereto.

### **1.3 Currency**

For the purposes of this Plan, unless otherwise stated herein, all amounts shall be denominated in Canadian dollars and all payments and distributions to be made in cash shall be made in Canadian dollars. Any Claims or other amounts denominated in a foreign currency shall be converted to Canadian dollars at the Reuters closing rate on the Filing Date, except as indicated in the Plan of Allocation.

### **1.4 Successors and Assigns**

The Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in the Plan.

### **1.5 Governing Law**

The Plan shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. All questions as to the interpretation of or application of the Plan and all proceedings taken in connection with the Plan and its provisions shall be subject to the jurisdiction of the CCAA Court.

### **1.6 Schedules**

The following schedules to this Plan are incorporated by reference into the Plan and form part of the Plan:

SCHEDULE A – Priority Motion Settlement Agreement (redacted)

SCHEDULE B – DirectCash Global Settlement Agreement

SCHEDULE C – D&O/Insurer Global Settlement Agreement

SCHEDULE D – Plan of Allocation for Securities Class Action Distributions to Securities Class Action Class Members

SCHEDULE E – Litigation Counsel Retainer (Contingency Fee Retainer Agreement for Litigation Counsel)

**ARTICLE 2**  
**PURPOSE AND EFFECT OF THE PLAN**

**2.1 Purpose**

The purpose of the Plan and the related Sanction Order and Class Action Settlement Approval Orders is to, among other things:

- (a) effect a full, final and irrevocable compromise, release, discharge, cancellation and bar of all Senior Secured Credit Agreement Claims;
- (b) effect the distribution of the consideration provided for herein in respect of all Allowed Senior Secured Credit Agreement Claims;
- (c) effect the cancellation of the Cancelled Senior Secured Credit Agreement Claim in connection with the D&O/Insurer Global Settlement;
- (d) effect a full, final and irrevocable compromise, release, discharge, cancellation and bar of all Secured Noteholder Claims;
- (e) effect the distribution of the consideration provided for herein in respect of all Secured Noteholder Claims;
- (f) effect the distribution of any Subsequent Cash on Hand that may be realized to the Secured Noteholders up to the Secured Noteholder Maximum Claim Amount;
- (g) give effect to the Priority Motion Settlement and the distributions for the Senior Secured Lenders, the Secured Noteholders and the Consumer Class Action Class Members contemplated thereby;
- (h) approve and give effect to the DirectCash Global Settlement, the DirectCash Global Settlement Release and the distributions for the Applicants (on behalf of the Secured Noteholders) and the Consumer Class Action Class Members contemplated thereby; and
- (i) give effect to the D&O/Insurer Global Settlement, the D&O/Insurer Global Settlement Release and the distributions for the Applicants (on behalf of the Secured Noteholders), the Consumer Class Action Class Members and the Securities Class Action Class Members contemplated thereby.

## **2.2 Claims Affected**

The Plan provides for, among other things, the full, final and irrevocable compromise, release, discharge, cancellation and bar of the Allowed Senior Secured Credit Agreement Claims, the Cancelled Senior Secured Credit Agreement Claims, the Secured Noteholder Claims and, together with the Sanction Order and the Class Action Settlement Approval Orders, give effect to the release of the Released Claims. The Plan will become effective at the Effective Time on the Plan Implementation Date, and the Plan shall be binding on and enure to the benefit of the Applicants, the Senior Secured Lenders, the Secured Noteholders, any other Person having a Released Claim, the Released Parties and all other Persons named or referred to in, or subject to, the Plan, as and to the extent provided for or contemplated in the Plan.

## **2.3 Unaffected Claims against the Applicants Not Affected**

Unaffected Claims are not affected by the Plan. Nothing in the Plan shall affect the Applicants' rights and defences, both legal and equitable, with respect to any Unaffected Claims, including all rights with respect to legal and equitable defences or entitlements to set-offs or recoupments against such Unaffected Claims.

# **ARTICLE 3 CLASSIFICATION, VOTING AND RELATED MATTERS**

## **3.1 Affected Creditor Claims**

The validity and quantum of the Affected Creditor Claims has been established, for voting purposes, by the Meetings Order. The validity and quantum of the Affected Creditor Claims has been established, for distribution purposes, by this Plan and the Sanction Order.

## **3.2 Classification**

The Affected Creditors shall constitute two classes, each an "**Affected Creditor Class**", for the purposes of considering and voting on the Plan. The Senior Secured Lenders shall vote in one Affected Creditor Class and the Secured Noteholders shall vote in the other Affected Creditor Class.

## **3.3 Unaffected Creditors**

No Unaffected Creditor, in respect of an Unaffected Claim, shall:

- (a) be entitled to vote on the Plan;
- (b) be entitled to attend the Meeting; or
- (c) receive any entitlements under this Plan in respect of such Unaffected Creditor's Unaffected Claims.

### 3.4 Creditors' Meeting

The Meetings shall be held in accordance with the Plan, the Meetings Order and any further Order of the CCAA Court. The only Persons entitled to attend and vote on the Plan at the Meetings are those specified in the Meetings Order.

### 3.5 Approval by Creditors

In order to be approved, the Plan must receive the affirmative vote of the Required Majority of each of the two Affected Creditor Classes.

## ARTICLE 4 DISTRIBUTIONS, PAYMENTS AND TREATMENT OF CLAIMS

### 4.1 Treatment of Senior Secured Lenders

All Senior Secured Credit Agreement Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, barred, deemed satisfied and extinguished on the Plan Implementation Date. In accordance with the Priority Motion Settlement and the D&O/Insurer Global Settlement, the Senior Secured Lenders shall receive the following in respect of their respective Senior Secured Credit Agreement Claims on the Plan Implementation Date:

- (a) **Coliseum** – In accordance with the Priority Motion Settlement, Coliseum shall be entitled to and shall receive payment in full of the Coliseum Senior Secured Credit Agreement Claim by the Applicants on the Plan Implementation Date, less (i) \$250,000 which shall be paid on the Plan Implementation Date by the Applicants, on behalf of Coliseum, to Harrison Pensa in trust in accordance with section 1(a) of the Priority Motion Settlement and (ii) \$50,000 which shall be paid on the Plan Implementation Date by the Applicants, on behalf of Coliseum, to Harrison Pensa in respect of the costs of Harrison Pensa in the CCAA Proceeding in accordance with section 5 of the Priority Motion Settlement ((i) and (ii) being the “**Coliseum Settlement Payment**”, and the net total payment due to Coliseum after deduction of the Coliseum Settlement Payment being the “**Coliseum Plan Payment**”).
- (b) **8028702** – In accordance with the Priority Motion Settlement, 8028702 shall be entitled to and shall receive payment in full of the 8028702 Senior Secured Credit Agreement Claim by the Applicants on the Plan Implementation Date, less (i) \$500,000 which shall be paid on the Plan Implementation Date by the Applicants, on behalf of 8028702, to Harrison Pensa in trust in accordance with section 1(b) of the Priority Motion Settlement and (ii) \$50,000 which shall be paid on the Plan Implementation Date by the Applicants, on behalf of 8028702, to Harrison Pensa in respect of the costs of Harrison Pensa in the CCAA Proceeding in accordance with section 5 of the Priority Motion Settlement ((i) and (ii) being the “**8028702 Settlement Payment**”, and the net total payment due to 8028702 after deduction of the 8028702 Settlement Payment being the “**8028702 Plan Payment**”).

- (c) **424187** – In accordance with the D&O/Insurer Global Settlement, 424187 shall receive no payment on account of the 424187 Senior Secured Credit Agreement Claim, and the 424187 Senior Secured Credit Agreement Claim shall be cancelled and deemed to be cancelled as of the Plan Implementation Date for no consideration. Pursuant to Section 7.1 of the Plan, the D&O/Insurer Global Settlement Release shall be effective in respect of 424187 as of the Plan Implementation Date.

#### 4.2 Treatment of Secured Noteholders

All Secured Noteholder Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, barred, deemed satisfied and extinguished as of the Plan Implementation Date. Each Secured Noteholder shall be entitled to receive the following in respect of its Secured Noteholder Claim in accordance with the Plan and the Settlements:

- (a) such Secured Noteholder's Pro-Rata amount of the Net Cash On Hand to be distributed in accordance with Section 6.3(k) of the Plan, less (i) \$700,000 which shall be paid on the Plan Implementation Date by the Applicants, on behalf of the Secured Noteholders, to Harrison Pensa in trust in accordance with section 1(c) of the Priority Motion Settlement and (ii) \$50,000 which shall be paid on the Plan Implementation Date by the Applicants, on behalf of the Secured Noteholders, to Harrison Pensa in respect of the costs of Harrison Pensa in the CCAA proceedings in accordance with section 5 of the Priority Motion Settlement ((i) and (ii) being the "**Secured Noteholder Settlement Payment**", and the net total payment due to the Secured Noteholders after deduction of the Secured Noteholder Settlement Payment being the "**Secured Noteholder Plan Payment**");
- (b) such Secured Noteholder's Pro-Rata amount of any Subsequent Cash On Hand (including, without limitation, with respect to any Net Subsequent Litigation Proceeds for Secured Noteholders) to be distributed in accordance with Section 6.4 of the Plan;
- (c) such Secured Noteholder's Pro-Rata share of the First DirectCash Estate Action Settlement Payment to be distributed in accordance with Section 6.3(m) of the Plan;
- (d) such Secured Noteholder's Pro-Rata share of the D&O/Insurer Estate Action Settlement Amount to be distributed in accordance with Section 6.3(p) of the Plan; and
- (e) as applicable in accordance with the terms of the Plan of Allocation, such Secured Noteholder's respective entitlement and portion (if any per the terms of the Plan of Allocation) of the Net D&O/Insurer Securities Class Action Settlement Proceeds for certain holders of Secured Notes to be distributed to the Securities Class Action Members in accordance with Section 4.4(a) of the Plan,

provided that, in the event that the aggregate of the foregoing amounts, excluding any amounts referenced in Section 4.2(e) exceed the Secured Noteholder Maximum Claim Amount, any and all such excess amount(s) shall revert to the Applicants for distribution in accordance with further Order of the CCAA Court on notice to the Service List.

#### **4.3 Treatment of Consumer Class Action Class Members in respect of Priority Motion Settlement, DirectCash Global Settlement and D&O/Insurer Global Settlement**

The Settlement Payments allocated to the Consumer Class Action Claims under the terms of the Priority Motion Settlement, the DirectCash Global Settlement and the D&O/Insurer Global Settlement shall be distributed as follows:

- (a) Pursuant to the Priority Motion Settlement and the applicable Class Action Settlement Approval Orders:
  - (i) the Priority Motion Settlement Amount shall be paid to Harrison Pensa, in trust for the Consumer Class Action Class Members, in accordance with section 1 of the Priority Motion Settlement Agreement and Sections 6.3(f), 6.3(h) and 6.3(i) of the Plan, which amount shall be allocated among the Consumer Class Actions as follows: (i) \$250,000 shall be allocated to the Ontario Consumer Class Action in respect of the settlement reached between the Ontario Consumer Class Action Plaintiff and the McCann Entities under, and in accordance with, section 1(b) of the Priority Motion Settlement; (ii) \$150,000 shall be allocated Harrison Pensa in respect of its out-of-pocket expenses incurred in connection with the Priority Motion Settlement; and (iii) the remaining \$1,050,000 of which shall be allocated 50% to the Ontario Consumer Class Action and 50% to the Western Canada Consumer Class Actions;
  - (ii) the Segregated Cash shall be distributed among the Consumer Class Actions as and to the extent set forth in the section 3 of the Priority Motion Settlement Agreement;
  - (iii) the Priority Motion Costs Amount shall be paid to Harrison Pensa in accordance with section 5 of the Priority Motion Settlement Agreement and Sections 6.3(f), 6.3(h) and 6.3(i) of the Plan; and
  - (iv) 10% of any Net Subsequent Litigation Proceeds realized in respect of the Remaining Estate Actions against KPMG LLP and Canaccord Genuity Inc. (and only KPMG LLP and Canaccord Genuity Inc.) shall be paid to Harrison Pensa, in trust for the Consumer Class Action Class Members up to an aggregate amount of \$3,000,000, and, thereafter, 5% of any such Net Subsequent Litigation Proceeds shall be paid to Harrison Pensa, in trust for the Consumer Class Action Class Members (collectively, the “**Net Subsequent Litigation Proceeds for Consumer Class Action Class Members**”), in accordance with section 4 of the Priority Settlement

Agreement and Section 6.4(e) of the Plan, with (i) 50% of any such amounts to be allocated to the Ontario Consumer Class Actions and (ii) 50% of any such amounts to be allocated to the Western Canada Consumer Class Actions, and with any further allocations and distributions in respect of these amounts within the Ontario Consumer Class Actions and the Western Canada Consumer Class Actions to be determined by further Order(s) of the applicable Class Action Courts,

provided that, in the event that any of the amounts paid in respect of the Consumer Class Actions pursuant to Sections 4.3(a)(i), 4.3(a)(ii) and 4.3(a)(iv) of this Plan are undistributed at the conclusion of the respective settlement distribution processes approved in the applicable Consumer Class Actions, the parties will appear before the CCAA Court, as set forth in section 15 of the Priority Motion Settlement Agreement, to determine the appropriate further distribution of any such amounts.

- (b) Pursuant to the DirectCash Global Settlement and the applicable Class Action Settlement Approval Orders:
- (i) the DirectCash Ontario Consumer Class Action Settlement Amount shall be paid to Harrison Pensa, in trust for the Ontario Consumer Class Action Class Members, in accordance with section 5(b) of the DirectCash Global Settlement Agreement and Section 6.3(n) of the Plan, with such amounts to be allocated and distributed in the Ontario Consumer Class Action in accordance with Order(s) to be entered by the supervising Class Action Court for the Ontario Consumer Class Action; and
  - (ii) the DirectCash Western Canada Consumer Class Action Settlement Amount shall be paid to Bennett Munteer, in trust for the Western Canada Consumer Class Action Class Members, in accordance with section 5(c) of the DirectCash Global Settlement Agreement and Sections 6.3(o) and 6.4(a) of the Plan, with such amounts to be allocated and distributed in the Western Canada Consumer Class Actions in accordance with Order(s) to be entered by the supervising Class Action Court(s) for the Western Canada Consumer Class Actions.
- (c) Pursuant to the D&O/Insurer Global Settlement and the applicable Class Action Settlement Approval Orders:
- (i) the D&O/Insurer Ontario Consumer Class Action Settlement Amount shall be paid to Harrison Pensa, in trust for the Ontario Consumer Class Action Class Members, in accordance with section 39(d) of the D&O/Insurer Global Settlement Agreement and Section 6.3(r) of the Plan, with such amounts to be allocated and distributed in the Ontario Consumer Class Action in accordance with Order(s) to be entered by the supervising Class Action Court for the Ontario Consumer Class Action; and



- (ii) the D&O/Insurer Western Canada Consumer Class Action Settlement Amount shall be paid to Bennett Mounteer, in trust for the Western Canada Consumer Class Action Class Members, in accordance with section 39(e) of the D&O/Insurer Global Settlement Agreement and Section 6.3(s) of the Plan, with such amounts to be allocated and distributed in the Western Canada Consumer Class Actions in accordance with Order(s) to be entered by the supervising Class Action Court(s) for the Western Canada Consumer Class Actions.

#### **4.4 Treatment of Securities Class Action Class Members in respect of D&O/Insurer Global Settlement**

- (a) Pursuant to the D&O/Insurer Global Settlement and the applicable Class Action Settlement Approval Orders, the D&O/Insurer Securities Class Action Settlement Amount will be paid to Siskinds, in trust for the Securities Class Action Class Members, in accordance with sections 39(a) and 39(b) of the D&O/Insurer Global Settlement Agreement and Section 6.3(q) of the Plan, with such amounts to be allocated and distributed in accordance with Order(s) to be entered by the Class Action Court supervising the Ontario Securities Class Action, and substantially in accordance with the Plan of Allocation appended hereto as Schedule D.

### **ARTICLE 5 DISTRIBUTION MECHANICS**

#### **5.1 Distribution Mechanics with respect to Plan Payments to Senior Secured Lenders**

On the Plan Implementation Date, the Applicants shall pay:

- (i) the Coliseum Plan Payment to Coliseum by way of wire transfer (in accordance with wire transfer instructions to be provided by Coliseum to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date); and
- (ii) the 8028702 Plan Payment to 8028702 by way of wire transfer (in accordance with wire transfer instructions to be provided by 8028702 to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date).

#### **5.2 Distribution Mechanics with respect to Plan Payments to Secured Noteholders**

- (a) On the Plan Implementation Date, and on any Subsequent Distribution Date, the Applicants shall pay any amounts payable under this Plan in respect of the Secured Notes and to the Secured Noteholders by way of wire transfer to the Indenture Trustee (in accordance with wire transfer instructions to be provided by the Indenture Trustee to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date) for distribution by the Indenture Trustee to the Secured Noteholders in respect of the Secured Notes. Any distribution under this Plan on account of the Secured Notes and the Secured

Noteholders shall be deemed made when delivered to the Indenture Trustee for distribution to the Secured Noteholders in accordance with this Section 5.2. Upon receipt by the Indenture Trustee of any such wire transfer, the Indenture Trustee shall promptly remit the amounts received (i) to the Depository for distribution to each Beneficial Noteholder of such Beneficial Noteholders' Pro-Rata Amount as of the Distribution Record Date in accordance with the policies, rules and regulations of the Depository, and (ii) directly to each such other registered holder of physical Secured Notes reflected on the Indenture Trustee's register as of the Distribution Record Date, in such registered Secured Noteholder's Pro-Rata Amount.

- (b) Distributions of any Subsequent Cash on Hand on any Subsequent Distribution Date to the Secured Noteholders in respect of the Secured Notes shall be made in accordance with the procedures provided in Section 5.2(a).
- (c) Notwithstanding the foregoing, and for greater certainty, the Net D&O/Insurer Securities Class Action Settlement Proceeds for Certain Holders of Secured Notes shall not be distributed pursuant to Section 5.2(a) of this Plan on the Plan Implementation Date, but rather any such amounts shall be distributed pursuant to the Plan of Allocation, substantially in the form appended hereto as Schedule D, to be approved by the Class Action Court supervising the Ontario Securities Class Action, as set forth in Section 4.4 of this Plan.

### **5.3 Treatment of Undeliverable Distributions**

If any distributions to Affected Creditors made under this Plan is undeliverable (that is, for greater certainty, that it cannot be properly registered or delivered to the applicable Person because of inadequate or incorrect registration or delivery information or otherwise) (an "**Undeliverable Distribution**"), it shall be delivered to the Monitor, which shall hold such Undeliverable Distribution in escrow and administer it in accordance with this Section 5.3. No further distributions in respect of an Undeliverable Distribution shall be made unless and until the Monitor is notified by the applicable Person of its current address and/or registration information, as applicable, at which time the Monitor shall make all such Undeliverable Distributions to such Person. All claims for Undeliverable Distributions must be made on or before the date that is six months following the applicable distribution date, after which date the right to receive distributions under this Plan in respect of such Undeliverable Distributions shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, barred, deemed satisfied and extinguished without any compensation therefore, notwithstanding any federal, state or provincial laws to the contrary, at which time any such Undeliverable Distributions held by the Monitor shall be deemed to have been gifted by the owner of the Undeliverable Distribution to the Secured Noteholders or the other Secured Noteholders on a Pro-Rata basis, as applicable, without consideration, and for distribution to such Secured Noteholders in accordance with Section 5.2. Nothing contained in the Plan shall require the Applicants, the Monitor or any other Person to attempt to locate any owner of an Undeliverable Distribution. No interest is payable in respect of an Undeliverable Distribution. Notwithstanding anything to the contrary in this Section 5.3, the Indenture Trustee shall have no obligation to

deliver to the Monitor any Undeliverable Distribution made by the Depository to any Beneficial Noteholder, participant or nominee thereof.

#### **5.4 Tax Refunds**

Any input tax credits or tax refunds received by or on behalf of the Applicants after the Effective Time shall form part of the Subsequent Cash on Hand for distribution in accordance with Section 6.4(d) of this Plan.

#### **5.5 Other Payments and Distributions**

All other payments and distributions to be made pursuant to this Plan and the Class Action Settlement Approval Orders shall be made in the manner described in this Plan, the Sanction Order or any other Order, as applicable.

#### **5.6 Note Indenture to Remain in Effect Solely for Purpose of Subsequent Distributions to Secured Noteholders**

Following completion of the steps in the sequence set forth in Section 6.3, all debentures, indentures (including the Secured Note Indenture), notes (including the Secured Notes), certificates, agreements, invoices and other instruments evidencing Affected Creditor Claims will not entitle any holder thereof to any compensation or participation other than as expressly provided for in the Plan and will be cancelled and will be null and void. Following completion of the steps in the sequence set forth in Section 6.3, any and all obligations of the Applicants under and with respect to the DIP Credit Facility, the Senior Secured Credit Agreement Claims, the Senior Secured Credit Agreement, the Secured Noteholder Claims, the Secured Notes, the Secured Note Indenture and any guarantees or indemnities with respect to any of the foregoing shall be terminated and cancelled. Notwithstanding the foregoing and anything to the contrary in the Plan, the Secured Note Indenture shall remain in effect solely for the purpose of and only to the extent necessary to allow the Indenture Trustee to make distributions to Secured Noteholders on any Subsequent Distribution Date, and to maintain all of the rights and protections afforded to the Indenture Trustee as against the Secured Noteholders under the Secured Note Indenture, including without limitation (i) the Indenture Trustee's lien rights with respect to any distributions under this Plan and (ii) to enforce any rights of the of the Indenture Trustee and the Secured Noteholders under this Plan, the Sanction Order and any appeals, until all distributions provided for hereunder have been made to the Secured Noteholders. The obligations of the Indenture Trustee under or in respect of this Plan shall be solely as expressly set out herein. Without limiting the generality of the releases, injunctions and other protections afforded to the Indenture Trustee under this Plan and the Secured Note Indenture, the Indenture Trustee shall have no liability whatsoever to any Person resulting from the due performance of its obligations hereunder, except if the Indenture Trustee is adjudged by the express terms of a non-appealable judgment rendered on a final determination on the merits to have committed gross negligence or wilful misconduct in respect of such matter. At such time as the Indenture Trustee has completed performance of all of its duties set forth in the Plan, the Indenture Trustee shall be relieved of all obligations under the Secured Note Indenture and any related agreements and other instruments that are otherwise terminated and cancelled hereunder on the Plan Implementation Date.

### **5.7 Assignment of Claims for Distribution Purposes**

Except with respect to Settlement Payments, only those Secured Noteholders who have beneficial ownership of one or more Secured Notes as at the Distribution Record Date shall be entitled to receive a distribution under this Plan. Secured Noteholders who have beneficial ownership of Secured Notes shall not be restricted from transferring or assigning such Secured Notes prior to or after the Distribution Record Date (unless the Distribution Record Date is the Plan Implementation Date), provided that if such transfer or assignment occurs after the Distribution Record Date, neither the Applicants, the Monitor, nor the Indenture Trustee shall have any obligation to make distributions to any such transferee or assignee of Secured Notes in respect of the Secured Noteholder Claim associated therewith, or otherwise deal with such transferee or assignee as an Affected Creditor in respect thereof. Secured Noteholders who assign or acquire Secured Notes after the Distribution Record Date shall be wholly responsible for ensuring that Plan distributions in respect of the Secured Noteholder Claims associated with such Secured Notes are in fact delivered to the assignee, and the Applicants, the Monitor and the Indenture Trustee shall each have no liability in connection therewith.

### **5.8 Withholding Rights**

The Applicants, the Monitor and the Indenture Trustee and/or any other Person making a payment contemplated herein shall be entitled to deduct and withhold from any consideration payable to any Person such amounts as it is required to deduct and withhold with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of federal, provincial, territorial, state, local or foreign tax laws, in each case, as amended. To the extent that amounts are so withheld or deducted, such withheld or deducted amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made, provided that such amounts are actually remitted to the appropriate Taxing Authority. Each Affected Creditor that is to receive a distribution pursuant to the Plan shall have sole and exclusive responsibility for satisfaction and payments of any taxes imposed by a Taxing Authority. Notwithstanding the foregoing, the Senior Secured Credit Agreement (including section 3 thereof regarding Foreign Taxes) shall govern the rights and obligations of the Applicants with respect to withholdings and deductions on payments to the holders of Allowed Senior Secured Credit Agreement Claims.

### **5.9 Foreign Recognition**

As promptly as practicable following the Sanction Date, the Monitor shall commence an ancillary proceeding to the CCAA Proceeding under chapter 15 of the United States Bankruptcy Code in a court of competent jurisdiction in the United States requesting recognition of the CCAA Proceeding and requesting recognition and enforcement in the United States of the Plan and the Sanction Order as they relate to the D&O/Insurer Global Settlement and confirming that the Plan and the Sanction Order as they relate to the D&O/Insurer Global Settlement are binding and effective in the United States, and the Monitor shall use its reasonable best efforts to obtain such recognition order (the “**U.S. Recognition Order**”).

### 5.10 Further Direction of the Court

The Applicants, the Monitor and the Ad Hoc Committee shall each be entitled, following consultation with the other, to seek further direction of the CCAA Court on notice to all interested parties, including a plan implementation order, with respect to any matter relating to the implementation of this Plan, including with respect to the distribution mechanics and restructuring transactions as set out in this Plan.

## ARTICLE 6 PLAN IMPLEMENTATION

### 6.1 Corporate and Other Authorizations

The adoption, execution, delivery, implementation and consummation of all matters contemplated under the Plan involving corporate or other action of the Applicants will occur and be effective as of the Plan Implementation Date in the sequence set out in this Article 6, and will be authorized and approved under the Plan and by the CCAA Court, where appropriate, as part of the Sanction Order, in all respects and for all purposes without any requirement of further action by the shareholders of any of the Applicants, the CRO or any of the D&Os. All necessary approvals to take actions, if required, shall be deemed to have been obtained from the CRO, the D&Os or the shareholders of the relevant Applicants, including the deemed passing by any class of shareholders of any resolution or special resolution and no shareholders' agreement or agreement between a shareholder and another Person limiting in any way the taking of any such steps or actions contemplated by the Plan shall be effective and shall be deemed to have no force or effect.

### 6.2 Pre-Plan Implementation Date Transactions

Following consultation with the Plan Settlement Parties, the Monitor shall determine the Anticipated Plan Implementation Date and communicate that date to counsel for the Plan Settlement Parties, the DIP Lenders and the Senior Secured Lenders (together with wire transfer instructions for the Monitor's Distribution Account to be provided to counsel to DirectCash and counsel to the Insurers) and the Indenture Trustee. Within five (5) Business Days of the Anticipated Plan Implementation Date (which shall not be sooner than November 15, 2015):

- (a) DirectCash shall pay \$10,000,000 of the amount due under the DirectCash Global Settlement Agreement to the Monitor by way of wire transfer (in accordance with the wire transfer instructions provided by the Monitor to DirectCash) to be held in trust by the Monitor in the Monitor's Distribution Account (which amount, together with the \$2,000,000 paid by DirectCash to the Monitor pursuant to section 5 of the DirectCash Global Settlement Agreement constitutes the "**Initial DirectCash Settlement Payment**"); and
- (b) the Insurers shall pay the D&O/Insurer Settlement Payment to the Monitor by way of wire transfer (in accordance with wire transfer instructions provided by the Monitor to the Insurers) to be held in trust by the Monitor in the Monitor's Distribution Account.

### 6.3 Plan Implementation Date Transactions

The following steps and compromises and releases to be effected shall be carried out by the Applicants and the Monitor, as the case may be, and otherwise shall be deemed to have occurred, in the following manner and order (without any further act or formality, as applicable) on the Plan Implementation Date following the satisfaction of the conditions precedent set out in Section 9.1:

#### *Cash Payments*

- (a) The Applicants shall pay from Cash On Hand to the Monitor by way of wire transfer (in accordance with wire transfer instructions to be provided by the Monitor to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date) the amount required to fund the Monitor's Post-Implementation Reserve, and the Monitor shall hold and administer such funds in trust for the purpose of administering the CCAA Proceeding, the Plan and any remaining business and affairs of the Applicants, as necessary, from and after the Plan Implementation Date.
- (b) The Applicants shall pay the Expense Reimbursement by way of wire transfers from Cash On Hand (in accordance with invoices and wire transfer instructions provided by the relevant professionals at least five (5) Business Days in advance of the Anticipated Plan Implementation Date, which invoices may include a reasonable estimate of work to be performed up the Plan Implementation Date), provided that (i) the Applicants may pay all or a portion of any such invoices by first applying any monetary retainers by any applicable professional covered under the Expense Reimbursement and then by paying any remaining balance by way of wire transfer from the Cash On Hand.
- (c) If requested by the Monitor prior to the Plan Implementation Date, any Person with a monetary retainer from the Applicants that remains outstanding following the steps and payment of all fees and expenses set out in Section 6.3(b) shall pay to the Applicants in cash the full amount of such remaining retainer, *less* any amount permitted by the Monitor (after prior discussion with the applicable Person and the Ad Hoc Committee as to any remaining work that may reasonably be required) to remain as a continuing monetary retainer in connection with completion of any remaining work after the Plan Implementation Date that may be required by the Plan or that may be requested by the Monitor or the Ad Hoc Committee (each such continuing monetary retainer being a "**Permitted Continuing Retainer**"). Such Persons shall have no duty or obligation to perform any such further work or tasks unless such Persons are satisfied that they are holding adequate retainers or other security or have received payment to compensate them for all fees and expenses in respect of such work or tasks.
- (d) The Applicants shall pay the DIP Repayment Amount from Cash On Hand by way of wire transfers to the applicable DIP Lenders (in accordance with wire transfer instructions to be provided by the applicable DIP Lenders to the

Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date).

- (e) The Applicants shall pay the Coliseum Plan Payment from Cash On Hand by way of wire transfer to Coliseum (in accordance with wire transfer instructions to be provided by Coliseum to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date).
- (f) The Applicants shall pay the Coliseum Settlement Payment (equal to \$300,000), on behalf of Coliseum, from Cash On Hand, by way of wire transfer to Harrison Pensa (in accordance with wire transfer instructions to be provided by Harrison Pensa to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), (i) \$250,000 of which shall be held in trust by Harrison Pensa for the Consumer Class Action Class Members (and allocated among the Ontario Consumer Class Action and the Western Canada Class Action set forth in Section 4.3(a)(i) of this Plan) and (ii) \$50,000 of which shall be shall be paid to Harrison Pensa in respect of the Priority Motion Costs Amount.
- (g) The Applicants shall pay the 8028702 Plan Payment from Cash On Hand by way of wire transfer to 8028702 (in accordance with wire transfer instructions to be provided by 8028702 to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date).
- (h) The Applicants shall pay the 8028702 Settlement Payment (equal to \$550,000), on behalf of 8028702, from Cash On Hand by way of wire transfer to Harrison Pensa (in accordance with wire transfer instructions to be provided by 8028702 to the Harrison Pensa at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), (i) \$500,000 of which shall be held in trust by Harrison Pensa for the Consumer Class Action Class Members (and allocated among the Ontario Consumer Class Action and the Western Canada Class Action set forth in Section 4.3(a)(i) of this Plan) and (ii) \$50,000 of which shall be paid to Harrison Pensa in respect of the Priority Motion Costs Amount.
- (i) The Applicants shall pay the Secured Noteholder Settlement Payment (equal to \$750,000), on behalf of the Secured Noteholders, from Cash On Hand, by way of wire transfer to Harrison Pensa (in accordance with wire transfer instructions to be provided by Harrison Pensa to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), (i) \$700,000 of which shall be held in trust by Harrison Pensa for the Consumer Class Action Class Members (and allocated among the Ontario Consumer Class Action and the Western Canada Class Action set forth in Section 4.3(a)(i) of this Plan) and (ii) \$50,000 of which shall be shall be paid to Harrison Pensa in respect of the Priority Motion Costs Amount.
- (j) The Applicants shall pay, on behalf the Secured Noteholders, from Cash On Hand to the Monitor by way of wire transfer (in accordance with wire transfer

instructions to be provided by the Monitor to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date) the amount required to fund the Litigation Funding and Indemnity Reserve, which cash reserve shall be (i) maintained and administered by the Monitor in connection with the prosecution of the Remaining Estate Actions in accordance with the Litigation Funding Indemnity Reserve Agreement and (ii) otherwise held in trust for the Secured Noteholders and contributed to Subsequent Cash on Hand to be distributed in accordance with Section 6.4(d) of this Plan.

- (k) The Applicants shall pay the Secured Noteholder Plan Payment from Net Cash On Hand by way of wire transfer to the Indenture Trustee (in accordance with wire transfer instructions to be provided by the Indenture Trustee to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), for distribution to the Secured Noteholders.
- (l) The Monitor, on behalf of the Applicants, shall pay \$749,250 by way of wire transfer to the Litigation Counsel (in accordance with wire transfer instructions to be provided by the Litigation Counsel to the Monitor at least five (5) Business Days in advance of the Anticipated Plan Implementation Date) from the Initial DirectCash Settlement Payment held in the Monitor's Distribution Account.
- (m) The Monitor, on behalf of the Applicants, shall pay the First DirectCash Estate Action Settlement Payment (equal to \$2,975,750) by way of wire transfer to the Indenture Trustee (in accordance with wire transfer instructions to be provided by the Indenture Trustee to the Monitor at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), for distribution to the Secured Noteholders, from the Initial Direct Cash Settlement Payment held in the Monitor's Distribution Account.
- (n) The Monitor shall pay the First DirectCash Ontario Consumer Class Action Settlement Payment (equal to \$5,087,500) by way of wire transfer to Harrison Pensa (in accordance with wire transfer instructions to be provided by Harrison Pensa to the Monitor at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), in trust for the Ontario Consumer Class Action Class Members, from the Initial Direct Cash Settlement Payment held in the Monitor's Distribution Account.
- (o) The Monitor shall pay the First DirectCash Western Canada Consumer Class Action Settlement Payment (equal to \$3,187,500) by way of wire transfer to Bennett Munteer (in accordance with wire transfer instructions to be provided by Bennett Munteer to the Monitor at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), in trust for the Western Canada Consumer Class Action Class Members, from the Initial Direct Cash Settlement Payment held in the Monitor's Distribution Account.
- (p) The Monitor shall pay the D&O/Insurer Estate Action Settlement Amount (equal to \$2,750,000) by way of wire transfer to the Indenture Trustee (in accordance



with wire transfer instructions to be provided by the Indenture Trustee to the Monitor at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), for distribution to the Secured Noteholders, from the D&O/Insurer Settlement Payment held in the Monitor's Distribution Account.

- (q) The Monitor shall pay the D&O/Insurer Securities Class Action Settlement Amount (equal to \$13,779,167) by way of wire transfer to Siskinds (in accordance with wire transfer instructions to be provided by Siskinds to the Monitor at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), in trust for the Securities Class Action Class Members, from the D&O/Insurer Settlement Payment held in the Monitor's Distribution Account.
- (r) The Monitor shall pay the D&O/Insurer Ontario Consumer Class Action Settlement Amount (equal to \$1,437,500) by way of wire transfer to Harrison Pensa (in accordance with wire transfer instructions to be provided by Harrison Pensa to the Monitor at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), in trust for the Ontario Consumer Class Action Class Members, from the D&O/Insurer Settlement Payment held in the Monitor's Distribution Account.
- (s) The Monitor shall pay the D&O/Insurer Western Canada Consumer Class Action Settlement Amount (equal to \$1,066,666) by way of wire transfer to Bennett Mounteer (in accordance with wire transfer instructions to be provided by Bennett Mounteer to the Monitor at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), in trust for the Western Canada Consumer Class Action Class Members, from the D&O/Insurer Settlement Payment held in the Monitor's Distribution Account.
- (t) The Monitor shall transfer any amounts remaining in the Monitor's Distribution Account after payment of the Settlement Payments, on account of interest accrued thereon, to the Monitor's Post-Implementation Reserve.

#### ***Extinguishment of Affected Claims***

- (u) Subject to Section 5.6, on the Plan Implementation Date, all accrued and unpaid principal, interest (including Accrued Interest) owing on, or in respect of, or as part of, any Affected Creditor Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, barred, deemed satisfied and extinguished for no further consideration, and from and after the occurrence of this step, no Person shall have any entitlement to any such amounts, other than as expressly provided for in this Plan.

#### ***Cancellation of Instruments and Guarantees***

- (v) Subject to Section 5.6, on the Plan Implementation Date, all debentures, indentures, notes, certificates, agreements, invoices, guarantees, pledges and other instruments evidencing Affected Creditor Claims will not entitle any holder

thereof to any compensation or participation other than as expressly provided for in this Plan and shall be cancelled and will thereupon be null and void. The Agent and the Indenture Trustee shall be directed by the CCAA Court and shall be deemed to have released, discharged and cancelled any guarantees, indemnities, encumbrances or other obligations owing by or in respect of the Senior Secured Credit Agreement, the Senior Secured Credit Agreement Loans, the Secured Note Indenture and the Secured Notes, respectively, upon the indefeasible payment of all consideration due and owing under and accordance with this Plan.

### ***Releases***

- (w) Each of the Charges shall be discharged, released and cancelled.
- (x) The releases and injunctions referred to in Article 7 of the Plan shall become effective in accordance with the Plan, the Sanction Order and the Class Action Settlement Approval Orders.

### **6.4 Post Plan Implementation Date Transactions**

- (a) On or before May 1, 2016, DirectCash shall pay the remaining \$2,500,000 due under the DirectCash Global Settlement Agreement (the “**Final DirectCash Settlement Payment**”) to the Monitor by way of wire transfer (in accordance with the wire transfer instructions provided by the Monitor to DirectCash) to be held in trust by the Monitor in the Monitor’s Distribution Account.
- (b) Promptly upon receipt of the Final DirectCash Settlement Payment, the Monitor shall pay:
  - (i) subject to Section 6.4(f), the Second DirectCash Estate Action Settlement Payment (equal to \$775,000) by way of wire transfer to the Indenture Trustee (in accordance with the wire transfer instructions provided by the Indenture Trustee to the Monitor in advance of the Plan Implementation Date), for distribution to the Secured Noteholders, from the Final Direct Cash Settlement Payment held in the Monitor’s Distribution Account;
  - (ii) the Second DirectCash Ontario Consumer Class Action Settlement Payment (equal to \$1,062,500) by way of wire transfer to Harrison Pensa (in accordance with the wire transfer instructions provided by Harrison Pensa to the Monitor in advance of the Plan Implementation Date), in trust for the Ontario Consumer Class Action Class Members, from the Final Direct Cash Settlement Payment held in the Monitor’s Distribution Account; and
  - (iii) the Second DirectCash Western Canada Consumer Class Action Settlement Payment (equal to \$662,500) by way of wire transfer to Bennett Mounter (in accordance with the wire transfer instructions provided by Bennett Mounter to the Monitor in advance of the Plan Implementation Date), in trust for the Western Canada Consumer Class

Action Class Members, from the Final Direct Cash Settlement Payment held in the Monitor's Distribution Account;

- (c) If applicable, the Monitor shall distribute the Segregated Cash among the Consumer Class Actions in accordance with section 3 of the Priority Motion Settlement at such time as the Monitor shall determine, in its sole discretion, that the conditions precedent to the payment of the Segregated Cash have been satisfied.
- (d) Subject to Section 6.4(e), at any time after the Plan Implementation Date, the Monitor, on behalf of the Applicants, may, with the consent of the Ad Hoc Committee and at the request of the Ad Hoc Committee, make a distribution to the Secured Noteholders of any Subsequent Cash on Hand, and shall make such a distribution whenever the Subsequent Cash On Hand exceeds \$5,000,000 (any such distribution, being a "**Subsequent Distribution**"). All Subsequent Distributions up to the Secured Noteholder Maximum Claim Amount shall be made by the Monitor, on behalf of the Applicants, from Subsequent Cash On Hand by way of wire transfer to the Indenture Trustee (in accordance with the wire transfer instructions provided by the Indenture Trustee to the Monitor in advance of the Plan Implementation Date). The Monitor shall provide the Indenture Trustee with written notice of a Subsequent Distribution no less than two (2) Business Days prior to effectuating any wire transfer to the Indenture Trustee. Any Subsequent Cash On Hand in excess of the Secured Noteholder Maximum Claim Amount shall be distributed in accordance with further Order of the CCAA Court on notice to the Service List. With the consent of the Ad Hoc Committee, the Monitor shall be permitted to use some or all of any Subsequent Cash on Hand payable to the Secured Noteholders to supplement the Monitor's Post-Implementation Reserve or the Litigation Funding and Indemnity Reserve. With the consent of the Ad Hoc Committee, the Monitor shall be permitted to treat and apply some of all of any funds in the Monitor's Post-Implementation Reserve as Subsequent Cash On Hand.
- (e) In the event that any Net Subsequent Litigation Proceeds for Consumer Class Action Class Members are realized, the Monitor, on behalf of the Applicants, shall forthwith pay such amounts to Harrison Pensa (in accordance with the wire transfer instructions provided by Harrison Pensa to the Monitor in advance of the Anticipated Plan Implementation Date), in trust for the Consumer Class Action Class Members in accordance with Section 4.3(a)(iv) of the Plan.
- (f) On or prior to receipt of the Final DirectCash Settlement Payment by the Monitor pursuant to Section 6.4(a), the Ad Hoc Committee may determine, in its sole discretion, after consultation with the Litigation Trustee, the Litigation Counsel and the Monitor, to direct the Second DirectCash Estate Action Settlement Payment (equal to \$775,000) to the Litigation Funding and Indemnity Reserve for use in connection with the prosecution of the Remaining Estate Actions, and to be governed by the Litigation Funding and Indemnity Reserve Agreement.

## **6.5 Monitor's Role**

In connection with its role holding funds and making or facilitating payments and distributions contemplated by the Plan:

- (a) the Monitor is solely doing so as payment agent for the Applicants and neither the Monitor nor FTI Consulting Canada Inc. has agreed to become, and neither is assuming any responsibility as a receiver, assignee, curator, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of any of the Applicants within the meaning of any relevant tax legislation;
- (b) neither the Monitor nor FTI Consulting Canada Inc. will have any liability for, and each is hereby released from, any claim in respect of any act or omission in respect of the payments and distributions contemplated by the Plan;
- (c) the Monitor will be provided with and is entitled to have access to all of the books and records of the Applicants and to all documents and other information of the Applicants required by it from time to time, whether in the possession of the Applicants or a third party, in connection with its role hereunder;
- (d) the Monitor will not exercise discretion over the funds to be paid or distributed hereunder and will only make payments contemplated by the Plan; and
- (e) the Monitor may discuss from time to time all matters relating to matters hereunder with the Ad Hoc Committee.

## **ARTICLE 7 RELEASES**

### **7.1 Plan Releases**

Subject to 7.2 hereof, all of the following shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, barred and deemed satisfied and extinguished on the Plan Implementation Date pursuant to the Plan, the Sanction Order and the Class Action Settlement Approval Orders:

- (a) all Senior Secured Credit Agreement Claims;
- (b) all Secured Noteholder Claims;
- (c) all Class Action Claims against the Applicants and the D&Os;
- (d) all Claims that have been or could be asserted against the Applicants and the D&Os in the Class Actions and the Priority Motion;
- (e) all DirectCash Claims;
- (f) all D&O Claims against the D&Os;

- (g) all Claims against the Applicants by any of the Released Parties, except as set out in Schedule C of the D&O/Insurer Global Settlement Agreement;
- (h) all Claims against the Applicants (or any of them) by the Alberta Securities Commission or any other Governmental Entity that have or could give rise to a monetary liability, including fines, awards, penalties, costs, claims for reimbursement or other claims having a monetary value, payable by the Applicants (or any of them);
- (i) all Claims against the Senior Secured Lenders, solely in their capacity as Senior Secured Lenders;
- (j) all Claims against the Agent, solely in its capacity as the Agent;
- (k) all Claims against the Indenture Trustee, solely in its capacities as Indenture Trustee and Collateral Agent;
- (l) all Claims against the Monitor and its legal advisors;
- (m) all Claims against the CRO, against its legal advisors and against Mr. William Aziz personally, including in respect of compliance with any Orders of the Alberta Securities Commission;
- (n) all Claims against the Plan Settlement Parties and their legal and financial advisors in connection with this Plan and the transactions and settlements to be consummated hereunder and in connection herewith;
- (o) all Coliseum Claims against Coliseum; and
- (p) all McCann Entity Claims against the McCann entities.

## 7.2 Claims Not Released

Notwithstanding anything to the contrary in Section 7.1, nothing in this Plan shall waive, compromise, release, discharge, cancel or bar any of the following:

- (a) the Applicants from or in respect of any Unaffected Claims;
- (b) any of the Plan Settlement Parties from their respective obligations under the Plan, the Sanction Order, the Settlement Agreements or the Class Action Settlement Approval Orders;
- (c) the Applicants of or from any investigations by or non-monetary remedies of the Alberta Securities Commission or any other Governmental Entity;
- (d) the Insurers or any of the Applicants' other insurers from their remaining obligations (if any) under the Insurance Policies;
- (e) any of the Released Parties from any Non-Released Claims;

- (f) subject to Section 7.6, any of the Remaining Defendants from any of the Remaining Estate Actions; and
- (g) the right of the Secured Noteholders to receive any further, additional distributions pursuant to the terms of this Plan (including, without limitation, from any Subsequent Cash On Hand as contemplated by Section 6.4(d) of this Plan).

### **7.3 Injunctions**

All Persons are permanently and forever barred, estopped, stayed and enjoined, on and after the Effective Time, with respect to any and all Released Claims, from (i) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against the Released Parties; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the Released Parties or their property; (iii) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits or demands, including without limitation, by way of contribution or indemnity or other relief, in common law, or in equity, breach of trust or breach of fiduciary duty or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes such a claim or might reasonably be expected to make such a claim, in any manner or forum, against one or more of the Released Parties; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or their property; or (v) taking any actions to interfere with the implementation or consummation of this Plan; provided, however, that the foregoing shall not apply to the enforcement of any obligations under the Plan.

### **7.4 Timing of Releases and Injunctions**

All releases and injunctions set forth in this Article 7 shall become effective on the Plan Implementation Date at the time or times and in the manner set forth in Article 6.

### **7.5 Remaining Estate Actions Against the Remaining Defendants**

Subject only to Section 7.6 and Article 10, and notwithstanding anything else to the contrary in this Plan, any Remaining Estate Actions against the Remaining Defendants: (a) are unaffected by this Plan; (b) are not discharged, released, cancelled or barred pursuant to this Plan; (c) shall be permitted to continue as against the Remaining Defendants; (d) shall not be limited or restricted by this Plan in any manner as to quantum or otherwise; and (e) do not constitute an Affected Creditor Claim under this Plan.

### **7.6 Pierringer Provision**

Notwithstanding anything to the contrary herein, following the Plan Implementation Date, no Person (including, without limitation, the Applicants in the Remaining Estate Actions and any plaintiffs in the Class Actions) shall be permitted to claim from any other Person that

portion of any damages that corresponds to the liability of a Released Party, proven at trial or otherwise, that is the subject of the Settlements.

## **ARTICLE 8 COURT SANCTION**

### **8.1 Application for Sanction Order and Class Action Settlement Approval Orders**

If the Plan is approved by the Required Majority of each Affected Creditor Class, the Applicants shall apply for the Sanction Order on or before the date set for the hearing of the Sanction Order or such later date as the CCAA Court may set. The representative counsel for the applicable Class Actions shall contemporaneously apply to the Class Action Courts for approval of the Class Action Settlement Approval Orders.

### **8.2 Sanction Order**

The Sanction Order shall, among other things:

- (a) declare that: (i) the Plan has been approved by the Required Majority of each Affected Creditor Class in conformity with the CCAA; (ii) the activities of the Applicants have been in reasonable compliance with the provisions of the CCAA and the Orders of the CCAA Court made in this CCAA Proceeding in all respects; (iii) the CCAA Court is satisfied that the Applicants have not done or purported to do anything that is not authorized by the CCAA; and (iv) the Plan and the transactions and settlements contemplated thereby are fair and reasonable;
- (b) declare that the Plan and all associated steps, compromises, releases, discharges, cancellations, transactions, arrangements and settlements effected thereby are approved, binding and shall become effective in accordance with the terms and conditions set forth in the Plan;
- (c) confirm the amount of each of the Monitor's Post-Implementation Reserve and the Litigation Funding and Indemnity Reserve;
- (d) declare that, on the Plan Implementation Date, all Affected Creditor Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, barred, deemed satisfied and extinguished, subject only to the right of the applicable Persons to receive the distributions to which they are entitled pursuant to the Plan;
- (e) declare that, on the Plan Implementation Date, the 424187 Senior Secured Credit Agreement Claim shall be cancelled and deemed to be cancelled as of the Plan Implementation Date for no consideration, in accordance with the terms of the D&O/Insurer Global Settlement and the Plan;
- (f) declare that, on the Plan Implementation Date, the ability of any Person to proceed against the Applicants in respect of any Released Claims shall be forever

discharged and restrained, and all proceedings with respect to, in connection with or relating to any such matter shall be permanently stayed;

- (g) declare that, on the Plan Implementation Date, the ability of any Person to proceed against the Released Parties in respect of any Released Claims shall be forever discharged and restrained, and all proceedings with respect to, in connection with or relating to any such matter shall be permanently stayed;
- (h) declare that the steps to be taken, the matters that are deemed to occur and the compromises and releases to be effective on the Plan Implementation Date are deemed to occur and be effected in the sequential order contemplated by Article 6, beginning at the Effective Time;
- (i) confirm that the CCAA Court was satisfied that: (i) the hearing of the Sanction Order was open to all of the Affected Creditors and all other Persons with an interest in the Applicants and the Released Claims and that all such Affected Creditors and other Persons were permitted to be heard at the hearing in respect of the Sanction Order; and (ii) prior to the hearing, all of the Affected Creditors, all Persons on the Service List in respect of the CCAA Proceeding, and all Persons with an interest in the Applicants and the Released Claims were given adequate notice thereof;
- (j) stay the commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceed with to advance any Released Claims;
- (k) stay as against the Released Parties the commencing, taking, applying for or issuing or continuing any and all steps or proceedings (other than all steps or proceedings to implement the Priority Motion Settlement, the DirectCash Global Settlement or the D&O/Insurer Global Settlement) between (i) the Plan Implementation Date and (ii) the date that the Class Action Settlement Approval Orders are entered into with respect to each of the Priority Motion Settlement, the DirectCash Global Settlement or the D&O/Insurer Global Settlement, as applicable;
- (l) authorize the Monitor to perform its functions and fulfil its obligations under the Plan to facilitate the implementation and administration of the Plan, as necessary pursuant to and in accordance with the terms of the Plan;
- (m) authorize and direct the Indenture Trustee to perform its functions and fulfil its obligations under the Plan to facilitate the implementation and administration of the Plan, as necessary pursuant to and in accordance with the terms of the Plan;
- (n) direct and deem the Agent and the Indenture Trustee to release, discharge and cancel any guarantees, indemnities, encumbrances or other obligations owing by or in respect of any of the Applicants relating to the Senior Secured Credit



Agreement Claims, the Senior Secured Credit Agreement, the Secured Noteholder Claims, the Secured Notes or the Secured Note Indenture, as applicable;

- (o) declare that upon completion by the Monitor of its duties in respect of the Applicants pursuant to the CCAA and the Plan, the Monitor may file with the CCAA Court a certificate stating that all of its duties in respect of the Applicants pursuant to the CCAA, the Plan and the Orders have been completed and thereupon, FTI Consulting Canada Inc. shall be deemed to be discharged from its duties as Monitor and released of all claims relating to its activities as Monitor;
- (p) declare that, on the Plan Implementation Date, each of the Charges shall be discharged, released and cancelled;
- (q) declare that the Monitor may not make any payment from the Monitor's Post-Implementation Plan Reserve to any third party professional services provider (other than its counsel) that exceeds \$50,000 (alone or in a series of related payments) without the prior consent of the Ad Hoc Committee or an Order of the CCAA Court;
- (r) declare that the Monitor and the Ad Hoc Committee may apply to the CCAA Court for advice and direction in respect of any matters arising from or in connection with the Plan;
- (s) declare that, subject to the due performance of their obligations as set forth in the Plan, and subject to its compliance with any written directions or instructions of the Monitor and/or directions of the CCAA Court in the manner set forth in the Plan, the Applicants, the CRO, the Monitor, the Agent, the Indenture Trustee, the Ad Hoc Committee, the Class Action Plaintiffs and their respective counsel, shall have no liabilities whatsoever arising from or in connection with the performance of their respective obligations under the Plan or the transactions and settlements to be consummated pursuant to and in connection with the Plan.
- (t) order and declare that: (i) subject to the prior consent of the Monitor and the Ad Hoc Committee, each acting reasonably, the Litigation Trustee and/or the Monitor shall have the right to seek and obtain an order from any court of competent jurisdiction, including an Order of the CCAA Court or otherwise, that gives effect to any releases of any Remaining Estate Actions in accordance with Article 10 of the Plan, and (ii) in accordance with this Section 8.2(t), all Affected Creditors and other Persons referred to in this Plan shall be deemed to consent to any such releases in any such proceedings;
- (u) order that the releases and injunctions set forth in Article 7 of the Plan are effective on the Plan Implementation Date at the time or times and in the manner set forth in Article 6;
- (v) order that any Remaining Defendant Releases shall become effective if and when the terms and conditions of Article 10 of the Plan have been fulfilled;

- (w) order and declare that the matters described in Article 10 of the Plan shall occur subject to and in accordance with the terms and conditions of Article 10;
- (x) declare that sections 95 to 101 of the BIA shall not apply to any of the transactions, distributions or settlement payments implemented pursuant to the Plan;
- (y) order and declare that the CRO Engagement Letter and the appointment of the CRO pursuant to paragraph 23 of the Amended and Restated Initial Order are terminated and deemed terminated as of the Plan Implementation Date; and
- (z) order and declare that the Litigation Trustee is appointed pursuant to Section 10.1 of the Plan and that the Litigation Trustee Retainer and the Litigation Funding and Indemnity Reserve Agreement are each approved.

## ARTICLE 9 CONDITIONS PRECEDENT AND IMPLEMENTATION

### 9.1 Conditions Precedent to Implementation of the Plan

The implementation of the Plan shall be conditional upon satisfaction or waiver of the following conditions prior to the Plan Implementation Date, each of which is for the benefit of the Applicants, the Ad Hoc Committee, any other relevant Plan Settlement Parties, the Senior Secured Lenders, and (in the case of Sections 9.1(k) and (n)) the DIP Lenders, and may be waived only by the Applicants, the Ad Hoc Committee, the relevant Plan Settlement Parties, the Senior Secured Lenders and, (in the case of Sections 9.1(k) and (n)) the DIP Lenders;; and provided further that such conditions shall not be enforceable by the Applicants, the Ad Hoc Committee, any Plan Settlement Party, or the Senior Secured Lenders if any failure to satisfy such conditions results from an action, error, omission by or within the control of that party:

#### *Plan and Class Action Settlement Approval Matters*

- (a) the Plan shall have been approved by the Required Majority of each Affected Creditor Class and the CCAA Court, and any amendments to the Plan shall have been made in accordance with Section 11.4;
- (b) the Sanction Order shall have been made and shall be in full force and effect, and all applicable appeal periods in respect thereof shall have expired and any appeals therefrom shall have been disposed of by the applicable appellate court;
- (c) the Sanction Order shall be in a form consistent with the Plan or otherwise acceptable to the Applicants, the Ad Hoc Committee, the Monitor, the Senior Secured Lenders and, as applicable, the Plan Settlement Parties, each acting reasonably;
- (d) the terms of the Priority Motion Settlement, the DirectCash Global Settlement and the D&O/Insurer Global Settlement shall have been approved by all applicable Class Action Courts pursuant to the Class Action Settlement Approval Orders;

- (e) the Class Action Settlement Approval Orders shall be in full force and effect, and all applicable appeal periods in respect thereof shall have expired and any appeals therefrom shall have been disposed of by the applicable appellate court;
- (f) the Class Action Settlement Approval Orders shall be in a form consistent with the Plan, the Priority Motion Settlement Agreement, the DirectCash Global Settlement Agreement and the D&O/Insurer Global Settlement Agreement, or otherwise acceptable in each case to the Applicants, the Ad Hoc Committee and, as applicable, the relevant Plan Settlement Parties, each acting reasonably;
- (g) for purposes of the D&O/Insurer Global Settlement only, the U.S. Recognition Order shall have been made and shall be in full force and effect, provided, however, that the Plan Implementation Date shall not be conditional upon the U.S. Recognition Order in the event that the U.S. Recognition Order is not granted due to a lack of jurisdiction of the court;
- (h) DirectCash shall have performed its obligations under Section 6.2(a);
- (i) the Insurers shall have performed their obligations under Section 6.2(b);
- (j) the conditions precedent to set forth in section 36 of the D&O/Insurer Global Settlement Agreement (other than the condition precedent set forth in section 36(l) of the D&O/Insurer Global Settlement Agreement) shall have been satisfied or waived;

***Plan Implementation Date Matters***

- (k) the steps required to complete and implement the Plan shall be in form and in substance satisfactory to the Applicants, the Monitor, the Senior Secured Lenders, the DIP Lenders and the Ad Hoc Committee and, as applicable, each of the relevant Plan Settlement Parties, each acting reasonably.

***Other Matters***

- (l) For greater certainty, nothing in Article 10 is a condition precedent to the implementation of the Plan.
- (m) The Estate TPL Action will have been amended to discontinue the claims asserted by the plaintiff, The Cash Store Financial Services Inc., against 0678789 B.C. Ltd., Trimor Annuity Focus Limited Partnership, Trimor Annuity Focus Limited Partnership #2, Trimor Annuity Focus Limited Partnership #3, Trimor Annuity Focus Limited Partnership #4, and Trimor Annuity Focus Limited Partnership #6, in the Estate TPL Action.
- (n) The quantum of the DIP Repayment Amount shall have been agreed to by the DIP Lenders and arrangements satisfactory to the DIP Lenders shall have been implemented to provide for the payment in full of all obligations that are or may become owing under the DIP Credit Facility to the DIP Lenders.

## 9.2 Monitor's Certificate of Plan Implementation

Upon satisfaction of the conditions set out in Section 9.1 (including as the same may be confirmed to the Monitor by counsel to the Plan Settlement Parties, at the Monitor's request), and thereafter completion of the Plan steps and transactions set out in Section 6.3, the Monitor shall deliver to the Applicants and the Ad Hoc Committee a certificate stating that the Plan Implementation Date has occurred and that the Plan and the Sanction Order are effective in accordance with their respective terms. Following the Plan Implementation Date, the Monitor shall file such certificate with the Court.

## ARTICLE 10

### PROSECUTION AND SETTLEMENT OF REMAINING ESTATE ACTIONS

#### 10.1 Prosecution of Remaining Estate Actions

Effective as of the Plan Implementation Date, the Litigation Trustee shall be appointed to prosecute the Remaining Estate Actions against the Remaining Estate Defendants, in accordance with the terms of this Plan, the Litigation Counsel Retainer and the Litigation Trustee Retainer.

#### 10.2 Settlement Releases for Remaining Defendants

- (a) Notwithstanding anything to the contrary herein, subject to: (i) the granting of the Sanction Order; (ii) the granting of the applicable Remaining Defendant Settlement Order; and (iii) the satisfaction or waiver of all conditions precedent contained in the applicable Remaining Defendant Settlement, the applicable Remaining Defendant Settlement shall be given effect in accordance with its terms. Upon receipt of a certificate (in form and in substance satisfactory to the Monitor) from each of the parties to the applicable Remaining Defendant Settlement confirming that all conditions precedent thereto have been satisfied or waived, and that any settlement funds have been paid and received in accordance with the terms of the Remaining Defendant Settlement and the Remaining Defendant Settlement Order, the Monitor shall deliver to the applicable Remaining Defendant a certificate (the "**Monitor's Remaining Defendant Settlement Certificate**") stating that (i) each of the parties to such Remaining Defendant Settlement has confirmed that all conditions precedent thereto have been satisfied or waived; (ii) any settlement funds have been paid and received; and (iii) immediately upon the delivery of the Monitor's Remaining Defendant Settlement Certificate, the applicable Remaining Defendant Release will be in full force and effect in accordance with the Plan. The Monitor shall thereafter file the Monitor's Remaining Defendant Settlement Certificate with the CCAA Court.
- (b) Notwithstanding anything to the contrary herein, upon delivery of the Monitor's Remaining Defendant Settlement Certificate, any claims and causes of action shall be dealt with in accordance with the terms of the applicable Remaining Defendant Settlement, the Remaining Defendant Settlement Order and the Remaining Defendant Release. To the extent provided for by the terms of the applicable Remaining Defendant Release: (i) the applicable Claims against the

applicable Remaining Defendant shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, barred and deemed satisfied and extinguished as against the applicable Remaining Defendant; and (ii) Section 7.3 hereof shall apply to the applicable Remaining Defendant and the applicable Claims against the applicable Remaining Defendant *mutatis mutandis* on the effective date of the Remaining Defendant Settlement, and the applicable Remaining Defendant shall be, and shall be deemed to be, a "Released Party" for all purposes of this Plan.

- (c) With the consent of the Monitor, the Ad Hoc Committee, and if before the Plan Implementation Date, the Applicants, and if after the Plan Implementation Date, the Litigation Trustee, each acting reasonably, the provisions of this Article 10 may apply *mutatis mutandis* to any settlement of any remaining Consumer Class Action Claims against any Person that is not a Released Party; provided that in any such case, the settling parties shall provide additional funding to the Monitor to be transferred to the Monitor's Post-Implementation Reserve to address any additional costs associated with the operation of this Section 10.2(c).

## ARTICLE 11 GENERAL

### 11.1 Binding Effect

On the Plan Implementation Date:

- (a) the Plan will become effective at the Effective Time;
- (b) the Plan shall be final and binding in accordance with its terms for all purposes on all Persons named or referred to in, or subject to, the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;
- (c) each Person named or referred to in, or subject to, the Plan will be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety and shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

### 11.2 Deeming Provisions

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

### 11.3 Non-Consummation

The Applicants reserve the right to revoke or withdraw the Plan at any time prior to the Sanction Date, with the consent of the Monitor and the Ad Hoc Committee. If the Applicants so revoke or withdraw the Plan, or if the Sanction Order is not issued or if the Plan Implementation Date does not occur, (a) the Plan shall be null and void in all respects, (b) any settlement or

compromise embodied in the Plan, including the fixing or limiting to an amount certain any Claim, and any document or agreement executed pursuant to the Plan shall be deemed null and void, and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall: (i) constitute or be deemed to constitute a waiver or release of any Claims by or against the Applicants or any other Person; (ii) prejudice in any manner the rights of the Applicants or any other Person in any further proceedings involving the Applicants; or (iii) constitute an admission of any sort by the Applicants or any other Person. In addition, the Monitor shall promptly refund all amounts paid into the Monitor's Distribution Account by DirectCash and the Insurers, together with any and all interest earned thereon.

#### **11.4 Modification of the Plan**

- (a) The Applicants may, at any time and from time to time, amend, restate, modify and/or supplement those elements of the Plan not requiring the Insurer's participation or payments with the consent of the Monitor and the Ad Hoc Committee (and, to the extent such amendment, restatement, modification and/or supplement relates to the DIP Repayment Amount or the DIP Priority Charge, with the consent of the DIP Lenders), each acting reasonably, provided that: any such amendment, restatement, modification or supplement must be contained in a written document that is filed with the Court and:
  - (i) if made prior to or at the Meeting: (A) the Monitor or the Chair (as defined in the Meetings Order) shall communicate the details of any such amendment, restatement, modification and/or supplement to Affected Creditors and other Persons present at the Meetings prior to any vote being taken at the Meeting; (B) the Applicants shall provide notice to the Service List of any such amendment, restatement, modification and/or supplement and shall file a copy thereof with the CCAA Court forthwith and in any event prior to the hearing in respect of the Sanction Order; and (C) the Monitor shall post an electronic copy of such amendment, restatement, modification and/or supplement on the Website forthwith and in any event prior to the hearing in respect of the Sanction Order; and
  - (ii) if made following the Meeting: (A) the Applicants shall provide notice to the Service List of any such amendment, restatement, modification and/or supplement and shall file a copy thereof with the CCAA Court; (B) the Monitor shall post an electronic copy of such amendment, restatement, modification and/or supplement on the Website; and (C) such amendment, restatement, modification and/or supplement shall require the approval of the CCAA Court following notice to the Affected Creditors.
- (b) Notwithstanding Section 11.4(a), any amendment, restatement, modification or supplement not impacting the Insurers' participation or payments may be made by the Applicants: (i) if prior to the Sanction Date, with the consent of the Monitor and the Ad Hoc Committee, each acting reasonably; and (ii) if after the Sanction Date, with the consent of the Monitor and the Ad Hoc Committee, each acting reasonably, and upon approval by the CCAA Court, provided in each case that it

concerns a matter that, in the opinion of the Applicants, acting reasonably, is of an administrative nature required to better give effect to the implementation of the Plan and the Sanction Order or to cure any errors, omissions or ambiguities and is not materially adverse to the financial or economic interests of the Affected Creditors or the DIP Lenders.

- (c) Any amended, restated, modified or supplementary plan or plans of compromise filed with the CCAA Court and, if required by this Section, approved by the CCAA Court, shall, for all purposes, be and be deemed to be a part of and incorporated in the Plan.

### **11.5 Actions and Approvals of the Applicants after Plan Implementation**

- (a) From and after the Effective Time, and for the purpose of this Plan only:
  - (i) to the extent the Applicants no longer have any officers or employees available to enable them to provide their agreement, waiver, consent or approval to any matter requiring the Applicants' agreement, waiver, consent or approval under this Plan, such agreement, waiver consent or approval may be provided by the Monitor as agent for and on behalf of the Applicants; and
  - (ii) to the extent the Applicants no longer have any officers or employees available to enable them to provide their agreement, waiver, consent or approval to any matter requiring the Applicants' agreement, waiver, consent or approval under this Plan, and the Monitor has been discharged pursuant to an Order, such agreement, waiver consent or approval shall be deemed not to be necessary.

### **11.6 Consent of the Ad Hoc Committee**

For the purposes of this Plan, including before and after the Effective Time, and including in connection with any Remaining Estate Actions or any Remaining Defendant Settlement, any matter requiring the agreement, waiver, consent or approval of the Ad Hoc Committee shall be deemed to have been agreed to, waived, consented to or approved by the Ad Hoc Committee if such matter is agreed to, waived, consented to or approved in writing by Goodmans.

### **11.7 Paramountcy**

From and after the Effective Time on the Plan Implementation Date, any conflict between:

- (a) the Plan; and
- (b) the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, note, loan agreement, commitment letter, agreement for

sale, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between any Person and the Applicants as at the Plan Implementation Date,

will be deemed to be governed by the terms, conditions and provisions of the Plan and the Sanction Order, which shall take precedence and priority.

### **11.8 Severability of Plan Provisions**

If, prior to the Sanction Date, any term or provision of the Plan not impacting the Insurers' participation or payments is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Applicants and with the consent of the Monitor and the Ad Hoc Committee, shall have the power to either (a) sever such term or provision from the balance of the Plan and provide the Applicants with the option to proceed with the implementation of the balance of the Plan as of and with effect from the Plan Implementation Date, or (b) alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, and provided that the Applicants proceeds with the implementation of the Plan, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

### **11.9 Responsibilities of the Monitor**

The Monitor is acting in its capacity as Monitor in the CCAA Proceeding and the Plan with respect to the Applicants and will not be responsible or liable for any obligations of the Applicants.

### **11.10 Chief Restructuring Officer**

The CRO is acting in its capacity as CRO pursuant to the terms of the Amended and Restated Initial Order with respect to the Applicants and will not be responsible or liable for any obligations of the Applicants; provided however that the CRO shall exercise the powers granted to the CRO under the Amended and Restated Initial Order to cause the Applicants to perform the Applicants' obligations under this Plan.

### **11.11 Different Capacities**

Persons who are affected by this Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person will be entitled to participate hereunder, and will be affected hereunder, in each such capacity. Any action taken by or treatment of a Person in one capacity will not affect such Person in any other capacity.



## 11.12 Notices

Any notice or other communication to be delivered hereunder must be in writing and reference the Plan and may, subject as hereinafter provided, be made or given by personal delivery, ordinary mail or by facsimile or email addressed to the respective parties as follows:

- (a) if to the Applicants:

Osler, Hoskin & Harcourt LLP  
100 King Street West, 1 First Canadian Place  
Toronto, ON M5X 1B8

Attention: Marc Wasserman and Patrick Riesterer  
Email: [mwasserman@osler.com](mailto:mwasserman@osler.com) and [priesterer@osler.com](mailto:priesterer@osler.com)  
Fax: 416-862-6666

- (b) if to the Ad Hoc Committee:

Goodmans LLP  
Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, Ontario M5H 2S7

Attention: Robert Chadwick and Brendan O'Neill  
Email: [rhadwick@goodmans.ca](mailto:rhadwick@goodmans.ca) and [boneill@goodmans.ca](mailto:boneill@goodmans.ca)  
Fax: 416-979-1234

- (c) if to the Monitor:

FTI Consulting Canada Inc.  
TD Waterhouse Tower  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8

Attention: Greg Watson  
Email: [greg.watson@fticonsulting.com](mailto:greg.watson@fticonsulting.com) and  
Fax: (416) 649-8101

and with a copy by email or fax (which shall not be deemed notice) to:

McCarthy Tétrault LLP  
Box 48, Suite 5300, Toronto Dominion Bank Tower  
Toronto, Ontario M5K 1E6

Attention: Geoff Hall and James Gage  
Email: [ghall@mccarthy.ca](mailto:ghall@mccarthy.ca) and [jgage@mccarthy.ca](mailto:jgage@mccarthy.ca)  
Fax: (416) 601-7856

(d) if to DirectCash:

c/o Dentons LLP  
850 – 2<sup>nd</sup> Street S.W., 15<sup>th</sup> Floor  
Calgary, Alberta T2P 0R8

Attention: David Mann  
Email: dmann@dentons.com  
Fax: (403) 268 3100

(e) if to the Insurers:

c/o Lenczner Slaght  
130 Adelaide Street West, Suite 2600  
Toronto, Ontario M5H 3P5

Attention: Peter Griffin and Matthew Lerner  
Email: pgriffin@litigate.com and mlerner@litigate.com  
Fax: (416) 865-9010

and with a copy by email or fax to:

Blake Cassells & Graydon LLP  
199 Bay Street, Suite 400  
Toronto, Ontario M5L 1A9

Attention: Jeff Galway and Ryan Morris  
Email: jeff.galway@blakes.com and ryan.morris@blakes.com  
Fax: (416) 863-2653

(f) if to Siskinds:

Siskinds LLP  
680 Waterloo Street, P.O. Box 2520  
London, Ontario N6A 3V8

Attention: Charles Wright and Serge Kalloghlian  
Email: charles.wright@siskinds.com and  
serge.kalloghlian@siskinds.com  
Fax: (519) 660-7754

(g) if to Harrison Pensa:

Harrison Pensa LLP  
450 Talbot St. P.O. Box 3237  
London, Ontario N6A 4K3

Attention: Jonathan Foreman  
Email: jforeman@harrisonpensa.com  
Fax: (519) 667-3362

(h) if to Bennett Mounteer:

Bennett Mounteer LLP  
1400-128 West Pender Street  
Vancouver, B.C. V6B 1R8

Attention: Paul Bennett and Mark Mounteer  
Email: pb@hbmlaw.com and mm@hbmlaw.com  
Fax: (604) 639-3681

(i) if to the Indenture Trustee:

Computershare Trust Company of Canada, as Canadian Trustee and  
Collateral Agent  
100 University Avenue, 11<sup>th</sup> Floor  
Toronto, ON M5J 2Y1

Attention: Manager, Corporate Trust  
Email: corporatetrust.toronto@computershare.com  
Fax: (416) 981-9777

and with a copy by email or fax to:

Dickinson Wright LLP  
199 Bay Street  
Suite 2200  
Commerce Court West  
Toronto, ON M5L 1G4

Attention: Michael A. Weinczok  
Email: mweinczok@dickinson-wright.com  
Fax: (416) 865-1398

and with a copy by email or fax to:

Computershare Trust Company, N.A., as U.S. Trustee  
480 Washington Blvd., 28<sup>th</sup> Floor  
Jersey City, NJ 07310

Attention: Tina Vitale  
Email: tina.vitale@computershare.com  
Fax: (212) 977 1648

and with a copy by email or fax to:

Perkins Coie LLP  
30 Rockefeller Plaza, 22nd Floor  
New York, NY 10112

Attention: Tina N. Moss  
Email: tmoss@perkinscoie.com  
Fax: (212) 977-1648

or to such other address as any party may from time to time notify the others in accordance with this Section. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent before 5:00 p.m. (Toronto time) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

### **11.13 Further Assurances**

The Applicants and any other Person named or referred to in the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan and to give effect to the transactions and settlements contemplated herein.

**DATED** as of the [30<sup>th</sup>] day of September, 2015.

**TAB A**

**SCHEDULE A**

**Priority Motion Settlement Agreement**

**(redacted)**

**IN THE MATTER OF THE CASH STORE FINANCIAL SERVICES INC. et. al.**  
**Court File No. CV-14-10518-00CL**

**Settlement Term Sheet**

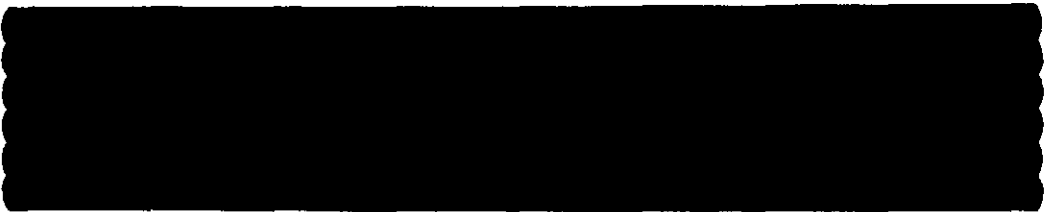
As a global settlement of (i) all claims that have been or could be advanced by (a) the putative class action plaintiffs represented by Harrison Pensa and Koskie Minsky under a representation order granted by the CCAA court (collectively "**Representative Counsel**"), including without limitation, in the priority motion filed by Representative Counsel in the CCAA proceedings (the "**Priority Motion**") and (b) the class action and putative class action plaintiffs represented by Hordo Bennett Mounteer LLP ((a) and (b) together, the "**CCAGs**"), as against the Cash Store, the secured first lien lenders under the Credit Agreement (collectively, the "**First Lien Lenders**"), and/or the holders of the secured second lien notes issued by Cash Store under the Indenture (collectively, the "**Noteholders**"), (ii) all claims that have been or could be asserted by the CCAGs against any of J. Murray McCann, 0678786 B.C. Ltd., 8028702 Canada Inc. ("**802**"), or any of their affiliated entities (collectively, "**McCann Entities**") as third party lenders to Cash Store, and (iii) all claims that have been or could be asserted by Cash Store or the Monitor against the McCann Entities as third party lenders to Cash Store ((i), (ii) and (iii) above being, collectively, the "**Settled Claims**"), the undersigned parties hereto (the "**Settlement Parties**") agree as follows:

1. \$1.45MM of the recoveries that would otherwise be available to the First Lien Lenders (excluding 424) and the Noteholders from a distribution of the remaining assets of Cash Store to be made pursuant to the Distribution Motion to be filed (as discussed and defined below) will be re-allocated on approval of the Distribution Motion to the CCAGs in satisfaction, release and settlement of the Settled Claims. The \$1.45MM will be paid to Harrison Pensa in trust and funded from the distributions to be made to the First Lien Lenders (excluding 424) and the Noteholders as follows:
  - (a) \$250K from the distribution to Coliseum as a first lien lender;
  - (b) \$500K from the distribution to 802 as a first lien lender (which includes an allocation of \$250K on account of the Harrison Pensa CCAG claim filed against the McCann Entities); and
  - (c) \$700K from the distribution to the Noteholders.
  
2. Osler or Goodmans will promptly advise the CCAA Court on notice to the full service list that the Priority Motion has been settled and that the hearing dates currently reserved for July 28-29, 2015 (the "**July Hearing Dates**") will now be used to hear a distribution motion to be filed by the Cash Store in advance of the July Hearing Dates, for hearing on the July Hearing Dates, which will distribute the available assets of Cash Store to its creditors, and incorporate and approve the settlement distributions set out herein (the "**Distribution Motion**"). The Settlement Parties will support, and will not directly or indirectly contest, oppose or seek to delay in any way the hearing of the Distribution Motion on the July Hearing Dates. For greater clarity, the Settlement Parties shall not directly or indirectly contest, oppose or seek to delay any distributions to the First Lien Lenders (other than 424) or the Noteholders at the Distribution Motion or otherwise of any

estate funds other than the amounts that are required to be paid to the CCAGs as contemplated herein.

3. The cash designated by the Monitor as "Ontario Restricted Cash" in the amount of approximately \$1,927,959.00 (the "Segregated Cash") representing costs of borrowing that the Monitor reports was collected by Cash Store after February 12, 2014 shall be distributed to the CCAGs, provided however that:
  - (a) approximately \$1.4MM of the Segregated Cash (or such other amount to be confirmed by the Monitor relating to Ontario loans) will be distributed to Harrison Pensa, in trust for Ontario class members, subject to the approval of the Ontario payday lending regulator to the extent that such approval may be required;
  - (b) Cash Store and the Monitor shall make commercially reasonable efforts to obtain the approval of the Ontario payday lending regulator to the proposed distribution of the Segregated Cash, to the extent that such approval may be required, which efforts shall begin promptly after the execution hereof;
  - (c) approximately \$0.5MM of the Restricted Cash (or such other amount to be confirmed by the Monitor relating to non-Ontario loans) will be distributed to the non-Ontario CCAGs, subject to the approval of the Ontario payday lending regulator to the extent that such approval may be required;
  - (d) as soon as reasonably practicable following court approval of the Distribution Motion and subject to compliance with all applicable privacy and other legislation, Cash Store shall provide to the CCAGs all relevant particulars respecting the borrowers from whom the Segregated Cash was collected, including names, contact information and particulars of their payday loan transactions, in each case to the extent known or within the control of Cash Store;
  - (e) in the event that a response from the Ontario payday lending regulator for the matters contemplated in this paragraph is not obtained in advance of the July Hearing Dates, then:
    - (i) the Monitor shall continue to hold the Segregated Cash in escrow pending (A) receipt of approval or confirmation of non-opposition from the Ontario payday lending regulator or, (B) in the event that no response from the Ontario payday lending regulator is obtained prior to September 18, 2015, an order of the CCAA Court on notice to all of the Settlement Parties and the Ontario payday lending regulator regarding the distribution of the Segregated Cash obtained in accordance with paragraph 3(e)(ii);
    - (ii) Representative Counsel shall be entitled to bring a motion in the CCAA proceedings seeking entitlement to distribute the Segregated Cash as contemplated herein and the Settlement Parties will not seek to delay the hearing of that motion, which motion may be brought only after September 18, 2015 on notice to all the Settlement Parties and the Ontario payday lending regulator; and



- (f) in any event, the payment of all or any portion of the Segregated Cash to the CCAGs is not a condition precedent to any aspect of the settlement set forth herein.
4. As further consideration for the satisfaction, release and settlement of the Settled Claims, 10% of any net distributions to be made by Cash Store (or any successor thereto, or receiver appointed in respect thereof, or litigation trust established in respect thereof) in respect of the litigation commenced by Thornton Grout Finnigan on behalf of Cash Store against KPMG and Cassels Brock (the "LT Eligible Claims") shall be paid to Harrison Pensa in trust for the CCAGs to be divided as agreed by them up to an aggregate amount of \$3MM, and 5% of any net distributions on the LT Eligible Claims thereafter.
  5. \$150K in costs shall be paid to Harrison Pensa in respect of the costs of advisors to Harrison Pensa in the CCAA proceedings, with the allocation of such \$150K to be determined among Coliseum, 802 and the Ad Hoc Committee from their respective distributions.
  6. As soon as practicable following court approval of the settlement that is subject to the Distribution Motion and subject to compliance with all applicable privacy and other legislation, Cash Store shall provide any relevant information or particulars concerning class members and their payday loan transactions to the CCAGs in order to assist in executing notice, settlement administration and settlement distribution programs by the CCAGs.
  7. The distribution of the CCAG settlements are subject to rules and requirements of applicable class proceedings legislation, provided that no such rule or requirement constitutes a pre-condition to the settlement of the Settled Claims reached herein among the Settlement Parties.
  8. Coliseum, the McCann Entities and the Noteholders shall receive a full release in respect of any and all claims that have been or could be brought against them by the CCAGs and Cash Store or on their behalf, as the case may be, and the settlement parties agree that no further action will be commenced by any settlement party against another settlement party. No other releases shall be granted to any director and/or officer of Cash Store or to any other Cash Store third party lender by this agreement and settlement of the Settled Claims.
  9. The McCann Entities stipulate that it is their understanding and assertion, consistent with the Monitor's understanding as outlined in subparagraph 37(e) of the Second Report of the Monitor dated April 27, 2014, that payday loan contracts in Ontario were not made in the name of any McCann Entity as lender during the class period stated in the Ontario class actions, but rather were made by another Third Party Lender and later transferred to a McCann Entity. Mr. McCann shall provide reasonable assistance to the Ontario plaintiffs in the Ontario class proceedings as against the other Cash Store Third Party Lenders conducting business in Ontario during the relevant time.
  10. 



11. The parties agree that DCPI shall not be offered a global release of claims against it where such release includes a release of the litigation commenced against DCPI by Hordo Bennett Mounteer LLP unless DCPI pays value to Hordo Bennett Mounteer LLP that is acceptable to Hordo Bennett Mounteer LLP.
12. In the event that a settlement with DCPI is not obtained before June 30, 2015 or such other date as may be agreed among the CCAGs, Cash Store and the Ad Hoc Committee, then (i) the cooperation referenced in paragraph 10 above and the allocation set out therein shall no longer apply, (ii) the Distribution Motion will proceed on the July Hearing Dates with no DCPI global settlement, and (iii) the parties will thereafter remain free to independently pursue their respective claims against DCPI and paragraphs 10 and 11 above shall cease to have any force or effect.
13. No aspect of this settlement is contingent on any settlement with DCPI being reached.
14. The parties agree that the Distribution Motion shall not provide any form of release for 424 in respect of any claims that any settlement party may have against 424. The settlement parties agree that the Distribution Motion shall seek to set aside and escrow all principal and interest due to 424 as a first lien lender, pending resolution of any claims any settlement party may have against 424. No aspect of this settlement is contingent on the CCAA Court agreeing to escrow any such amounts due to 424 as a first lien lender. Notwithstanding anything in this term sheet, all parties remain free to pursue any and all claims as against 424, including without limitation, the matters asserted in the Priority Motion as against 424.
15. The parties agree to reversion of any undistributed funds paid pursuant to this settlement agreement in settlement of the Priority Motion, as follows:
  - (a) The CCAGs agree to distribute all funds paid to them under this settlement agreement to their respective class members and putative class members pursuant to plans of distribution approved by the court, net of notice, agent and administrative costs and contingency or other legal fees (subject to court approval), disbursements, and applicable taxes payable to them in respect of same;

- (b) In the event that any funds paid pursuant to this settlement agreement in settlement of the priority motion that are to be distributed to class members and putative class members cannot be so distributed (due to distribution cheques remaining uncashed, inability to find eligible class members and putative class members or any other reason whatsoever) following the conclusion of the settlement distribution processes employed in the consumer class action cases, the parties agree to consult with one another in a good faith attempt to reach agreement as to how such undistributed funds are to be allocated and, if no agreement regarding such allocation can be reached within 30 days (or such later date as the parties may agree), then the parties shall seek direction from the CCAA court regarding how such funds are to be allocated and shall provide notice to all interested parties of such hearing;
  - (c) The decision of the CCAA court on the allocation of undistributed funds if any shall be final and binding on the parties;
  - (d) The foregoing matters shall be reflected in the order approving the Distribution Motion; and
  - (e) For clarity, except with respect to the foregoing matters, no party other than the CCAGs shall have standing in respect of the notice and distribution processes to be proposed by the courts for approval and to be implemented by the CCAGs or any administration firm acting on their behalf.
16. The CCAGs have agreed, or will agree, on the allocation between them of any amounts payable to the CCAGs under this settlement. No aspect of this settlement by the CCAGs with the other settlement parties is contingent on any aspect of any such allocation matters as between the CCAGs, both of whom irrevocably accept the settlement terms established hereunder with all of the other settlement parties.
17. These settlement terms will be reflected in definitive materials to be filed with the CCAA Court for the Distribution Motion and the July Hearing Dates, which materials shall be in form and substance reasonably acceptable to all of the Settlement Parties.
18. This agreement may be executed in any number of counterparts and may be delivered by means of facsimile or electronic transmission in portable document format, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.
19. It is acknowledged by the Settlement Parties that the Chief Restructuring Officer of Cash Store shall have no personal liability whatsoever for the execution of this agreement, any matter contained in this agreement or any of the covenants or provisions contained herein; provided however that the Chief Restructuring Officer of Cash Store shall exercise the powers granted to the Chief Restructuring Officer under the Initial Order in Cash Store's CCAA proceedings to cause Cash Store to perform its obligations set out herein.
20. No admissions or liability or priority are made, and no defences are waived, as any part of this settlement.

21. Paragraph 10 of this term sheet is strictly confidential and shall not be disclosed by any of the Settlement Parties without the express prior written consent of all other Settlement Parties.

**[Remainder of page intentionally blank]**

Dated this 19<sup>th</sup> day of June, 2015.

**IN WITNESS OF WHICH** the parties have executed this Term Sheet.

**1511419 ONTARIO INC., on behalf of itself  
and its Canadian affiliates**

By: William E. Aziz  
Name: William E. Aziz  
Title: Chief Restructuring Officer

**HARRISON PENZA LLP**

By: \_\_\_\_\_  
Name: Jonathan Foreman  
Title: Partner

**HORDO BENNETT MOUNTEER LLP**

By: \_\_\_\_\_  
Name: Paul Bennett  
Title: Partner

**KOSKIE MINSKY LLP**

By: \_\_\_\_\_  
Name: Andrew Hatnay  
Title: Partner

**GOODMANS LLP, on behalf of Ad Hoc  
Committee of Noteholders**

By: \_\_\_\_\_  
Name: Brendan O'Neill  
Title: Partner

Dated this 19<sup>th</sup> day of June, 2015.

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and its Canadian affiliates**

By: \_\_\_\_\_  
Name: William E. Aziz  
Title: Chief Restructuring Officer

**HARRISON PENSE LLP**

By:  \_\_\_\_\_  
Name: Jonathan Foreman  
Title: Partner

**HORDO BENNETT MOUNTEER LLP**

By:  \_\_\_\_\_  
Name: Paul Bennett  
Title: Partner

**KOSKIE MINSKY LLP**

By: \_\_\_\_\_  
Name: Andrew Hatnay  
Title: Partner

**GOODMANS LLP, on behalf of Ad Hoc  
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Name: Brendan O'Neill  
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Name: Paul Bennett  
Title: Partner

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By:  \_\_\_\_\_  
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Name: William E. Aziz  
Title: Chief Restructuring Officer

**HARRISON PENZA LLP**

By: \_\_\_\_\_  
Name: Jonathan Foreman  
Title: Partner

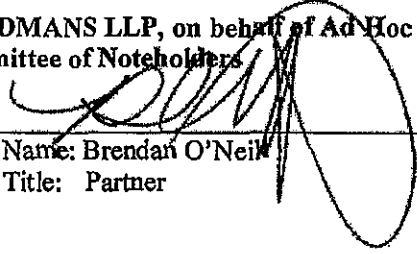
**HORDO BENNETT MOUNTEER LLP**

By: \_\_\_\_\_  
Name: Paul Bennett  
Title: Partner

**KOSKIE MINSKY LLP**

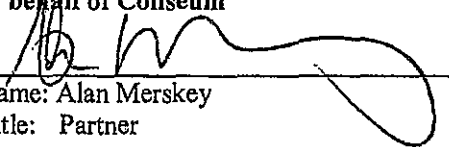
By: \_\_\_\_\_  
Name: Andrew Hatnay  
Title: Partner

**GOODMANS LLP, on behalf of Ad Hoc  
Committee of Noteholders**

By:  \_\_\_\_\_  
Name: Brendan O'Neil  
Title: Partner



**NORTON ROSE FULBRIGHT CANADA  
LLP, on behalf of Coliseum**

By:   
Name: Alan Merskey  
Title: Partner

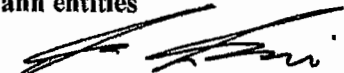
**BENNETT JONES LLP, on behalf of all  
McCann entities**

By: \_\_\_\_\_  
Name: Jonathan Bell  
Title: Associate

**NORTON ROSE FULBRIGHT CANADA  
LLP, on behalf of Coliseum**

By: \_\_\_\_\_  
Name: Alan Merskey  
Title: Partner

**BENNETT JONES LLP, on behalf of all  
McCann entities**

By:  \_\_\_\_\_  
Name: Jonathan Bell / *Ilan Ishai*  
Title: Associate

**TAB B**

**SCHEDULE B**

**DirectCash Global Settlement Agreement**

**SETTLEMENT AGREEMENT**

Among:

1511419 ONTARIO INC., formerly known as THE CASH STORE FINANCIAL SERVICES INC.  
 1545688 ALBERTA INC., formerly known as THE CASH STORE INC.  
 1152919 ALBERTA INC, formerly known as INSTALOANS INC.  
 5515433 MANITOBA INC.  
 986301 ALBERTA INC., formerly known as TCS CASH STORE INC.  
 7252331 CANADA INC.  
 1693926 ALBERTA INC., formerly doing business as "The Title Store",  
 (collectively, "Cash Store")

-and-

DIRECTCASH PAYMENTS INC.  
 DIRECTCASH MANAGEMENT INC. (in its own capacity and as general partner of the following  
 three partnerships)  
 DIRECTCASH ATM PROCESSING PARTNERSHIP  
 DIRECTCASH ATM MANAGEMENT PARTNERSHIP  
 DIRECTCASH CANADA LIMITED PARTNERSHIP  
 DIRECTCASH BANK  
 DIRECTCASH ACQUISITION CORP.  
 DIRECTCASH MANAGEMENT UK LTD.  
 DIRECTCASH MANAGEMENT AUSTRALIA PTY LTD.  
 (collectively, "DirectCash")

-and-

HARRISON PENZA LLP as counsel to the proposed representative plaintiff in *Yeoman v. The Cash Store Financial et. al.* (ONSCJ No. 7908/12 CP) (the "Ontario Class Action" and the "Ontario Class Action Plaintiffs") and KOSKIE MINSKY LLP as agent for Harrison Pensa LLP

-and-

BENNETT MOUNTEER LLP and CUMING & GILLESPIE as co-counsel on behalf of the proposed representative plaintiffs in *Stewart v. DirectCash Payments Inc. et al.* (BCSC No. 154924), *Efthimiou v. The Cash Store et al.* (ABQB File No. 1201-118160), *Ironbow v. The Cash Store Financial Services Inc. et al.* (SKQB No. 1453), *Rehill v. The Cash Store et al.* (MBQB No. C112-01-80578) and on behalf of the representative plaintiff in *Meeking v. The Cash Store Inc. et al.* (MBQB No. C1110-01-66061) (collectively, the "Western Canada Class Actions" and the "Western Canada Class Action Plaintiffs")

Dated September 20, 2015

**1. PURPOSE**

The purpose of this settlement agreement (the "Settlement Agreement") is to set out the terms of a settlement and release, which release shall become effective as of the Effective Date (as defined below),

of (i) any claims that were made or that could be made by Cash Store, the Ontario Class Action Plaintiffs or the Western Canada Class Action Plaintiffs against DirectCash and (ii) any claims that were made or that could be made by DirectCash against Cash Store. For purposes of this Settlement Agreement, any references to Cash Store shall include all of its present and former directors, officers and agents (solely in their capacity as agents of Cash Store), and their successors and assigns, and any references to DirectCash shall include all of its present and former directors, officers and agents (solely in their capacity as agents of DirectCash), and their successors and assigns.

## 2. COURT APPROVAL

On April 14, 2014, Cash Store obtained protection from creditors pursuant to an initial order made by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") pursuant to the CCAA, which initial order was amended and restated on April 15, 2014 (as amended and restated, the "**Initial Order**"). Pursuant to the Initial Order, the Court appointed FTI Consulting Canada Inc. (the "**Monitor**") as monitor in connection with the CCAA proceedings.

The terms of the Settlement Agreement are subject to the satisfaction of all of the following conditions precedent:

- (a) the approval of the Court of this Settlement Agreement (which may occur as part of the Plan of Compromise and Arrangement (the "**Plan**") to be approved under the Sanction Order (as defined below);
- (b) all conditions of the CCAA Plan being satisfied or waived, including (i) the approval of the Plan by the requisite majority of creditors, and (ii) the approval of the DirectCash Release (as defined below); and
- (c) the Sanction Order and the Class Action Approval Orders (as defined below) having been granted and being free of all appeals, and applications to vary or set aside,

whereupon, subject to such conditions precedent being satisfied or waived, the terms of the Settlement Agreement, the Plan, the Sanction Order and the Class Action Approval Orders shall be binding on Cash Store, DirectCash, the Ontario Consumer Class Action Plaintiffs and the Western Canada Class Action Plaintiffs (collectively, the "**Class Action Plaintiffs**") and their respective successors and assigns. Cash Store, DirectCash and the Class Action Plaintiffs shall govern themselves in accordance with this Settlement Agreement unless and until the Court orders that this Settlement Agreement is not approved.

The parties agree to work collaboratively to obtain as promptly as practicable Court approval of the Plan, which includes an approval of this Settlement Agreement and the settlements contemplated herein, the Settlement Payment (as defined below), the DirectCash Release and the Cash Store Release (as defined below) pursuant to a sanction order of the CCAA Court (the "**Sanction Order**"), including any additional approvals required from the class action courts overseeing the Ontario Class Action and the Western Canada Class Actions, as necessary (collectively, the "**Class Action Courts**" and the "**Class Action Approval Orders**"). The form and substance of the Plan, the Sanction Order and any Class Action Approval Orders to be submitted for court approval shall be satisfactory to each of the parties hereto (including relevant matters of notice and service of materials), acting reasonably and consistently with this Settlement Agreement, as and to the extent that the Plan, the Sanction Order and any Class Action Approval Orders concern the matters set forth in this Settlement Agreement and the settlements contemplated hereby.

### 3. NO ADMISSION OF LIABILITY

Cash Store, DirectCash and the Class Action Plaintiffs acknowledge and agree that neither Cash Store nor DirectCash are making any admission of liability or wrongdoing with respect to any conduct or matter, including any matters referenced in this Settlement Agreement or any conduct relating to the Agreements described herein. Any and all liability or wrongdoing is expressly denied.

### 4. PRE-EXISTING AGREEMENTS

Cash Store and Direct Cash are (or have been) parties to the following agreements:

- (a) Cash Card Merchant Agreement among The Cash Store Inc., DirectCash ATM Processing Partnership and DirectCash ATM Management Partnership (collectively, "**DC ATM**") dated April 28, 2005, as amended by amendment dated February 28, 2013;
- (b) ATM Agreement among Cash Store Financial Services Inc. ("**Cash Store Financial**"), DC ATM, and DirectCash Acquisition Corp. dated June 29, 2010, as amended by amendment dated November 22, 2013;
- (c) Debit Terminal and Prepaid Products Agreement among Rentcash Inc. (a predecessor of Cash Store Financial) ("**Rentcash**") and DC ATM dated July 21, 2005;
- (d) PAD Payment Management Agreement between Cash Store Financial (Instaloans Collection Centre) and DirectCash ATM Processing Partnership dated July 10, 2013;
- (e) PAD Payment Management Agreement between Cash Store Financial (Cash Store Collection Centre) and DirectCash ATM Processing Partnership dated July 10, 2013;
- (f) PAD Payment Management Agreement between The Title Store and DirectCash ATM Processing Partnership dated September 25, 2012;
- (g) PAD Payment Management Agreement between Cash Store Financial (NCC Manitoba-National Collection Company) and DirectCash ATM Processing Partnership dated November 30, 2011;
- (h) PAD Payment Management Agreement between Cash Store Financial (NCC Manitoba-National Collection Company; Loans Alberta login) and DirectCash ATM Processing Partnership dated December 20, 2011;
- (i) PAD Payment Management Agreement between Cash Store Financial (NCC Manitoba-National Collection Company; New NCC MB) and DirectCash ATM Processing Partnership dated December 20, 2011;
- (j) Agency Agreement among Cash Store Financial, The Cash Store Inc., TCS Cash Store Inc., Instaloans Inc., 5515433 Manitoba Inc., and DirectCash Bank dated September 1, 2009 as amended by amendment dated February 28, 2013;
- (k) The E-Transfer Agreement between DirectCash ATM, Cash Store Financial and The Cash Store Inc. dated August, 2013;

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- (l) Any and all ongoing custom software development agreements, ATM enhancement agreements, interac functionality and e-transfer development agreements and any addenda thereto;
- (m) Any and all guarantees given to DirectCash by Cash Store;
- (n) Any and all incentive agreements or programs between DirectCash and Cash Store, including the incentive letter issued by DirectCash Payments Inc. to Cash Store Financial dated December 12, 2013;
- (o) Indemnity Agreement dated April 22, 2005 given by Rentcash in favour of Card Capital Inc., Teal Financial (2003) Corp., DirectCash ATM Processing Partnership, DirectCash ATM Management Partnership, DirectCash Limited Partnership and DirectCash Management Inc. and their directors and officers, and any similar, supplementary or additional such indemnities;
- (p) Sale of Assets letter agreement between Tembo Telecom Inc. and DirectCash Management Inc. dated August 31, 2009;
- (q) Any agreement pursuant to which DirectCash holds the payment protection plan funds payable to the Applicants by Echelon General Insurance Company or any of its affiliates;
- (r) Any other agreement pursuant to which DirectCash holds funds payable to the Applicants from any other person or entity; and
- (s) Any other letter agreement, email agreement, oral agreement, or other agreement between the Applicants or any of their affiliates and DirectCash or any of their affiliates relating to the Applicant's and their affiliates' businesses

(collectively, the "Agreements")

The parties agree that if the list of Agreements set out above is not exhaustive, this Settlement Agreement is intended to and shall address any agreements not specifically listed, including any agreements among any affiliates of Cash Store or any affiliates of DirectCash that are not party to this Settlement Agreement, and any such agreements shall be included in the defined term "Agreements" hereafter.

## 5. PAYMENT AND SETTLEMENT COMMITMENTS BY DIRECTCASH

Subject to the terms and conditions hereof and the terms and conditions of the Plan, DirectCash shall pay \$14.5 million (the "Settlement Amount") to settle any and all claims of Cash Store and/or the Class Action Plaintiffs against DirectCash and to obtain the DirectCash Release (defined below), as follows:

- (a) Pursuant to the payment and distribution provisions of the Plan, DirectCash shall pay \$4.5 million to Cash Store to settle any and all claims of any nature whatsoever, howsoever or whenever arising, that Cash Store may have against the DirectCash Releasees, including, without limitation, in respect of the Agreements, in respect of any security deposits held by DirectCash, and in respect of certain amounts that DirectCash has set-off, deducted or otherwise withheld from payments due to Cash Store under the Agreements or otherwise in relation to amounts purportedly owing to DirectCash by Cash



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Store or its foreign affiliates. It is further agreed that all claims that DirectCash may have against Cash Store in respect of the Agreements or otherwise have been considered in arriving at the Settlement Amount and that the Plan shall release Cash Store from and all such claims and any other claims, howsoever arising, which DirectCash has made or could make against Cash Store (the "**Cash Store Release**").

- (b) Pursuant to the payment and distribution provisions of the Plan, DirectCash shall pay \$6.15 million to Harrison Pensa LLP to settle any and all claims of any nature whatsoever, howsoever arising, against the DirectCash Releasees, that were raised or that could have been raised in or by the Ontario Class Action.
- (c) Pursuant to the payment and distribution provisions of the Plan, DirectCash shall pay \$3.85 million to Bennett Munteer LLP to settle any and all claims of any nature whatsoever, howsoever arising, against the DirectCash Releasees, that were raised or that could have been raised in or by the Western Canada Class Actions.

The Settlement Amount shall be paid without defence, recoupment, set-off or counterclaim, free of any restriction or condition, and paid by wire transfer of immediately available funds to the Monitor on the following dates: (i) \$2 million shall be paid within two (2) Business Days of the date hereof; (ii) \$10 million shall be paid within two (2) Business days of the day that all applicable appeal periods related to the Sanction Order and any Class Action Approval Orders have expired and any appeal or motion for leave to appeal has been fully disposed of with no further right to appeal; and (iii) \$2.5 million shall be paid on or before May 1, 2016.

Notwithstanding the foregoing, the parties will agree, acting reasonably, to such protocols as are necessary to ensure that the closing of all transactions contemplated hereunder to occur on the Effective Date do occur on the Effective Date, including advancing the amount contemplated in item (ii) above in advance of the Effective Date.

All amounts paid by DirectCash in respect of the Settlement Amount shall be held in an interest bearing trust account maintained by the Monitor and distributed in accordance with the provisions of the Plan and any applicable plans of distributions approved under applicable Class Action Approval Orders, and only in the event that all conditions precedent hereunder and thereunder have been satisfied shall such amounts be distributed in accordance with the Plan. In all other events any amounts paid by DirectCash hereunder shall be returned to DirectCash. In all events any interest earned on these amounts shall be remitted to DirectCash.

Within fourteen days after the Effective Date, and subject to appropriate arrangements between Harrison Pensa LLP, Bennett Munteer LLP, and Cuming & Gillespie LLP and DirectCash to address any applicable confidentiality and privacy issues, DirectCash shall provide the Information to Harrison Pensa LLP, and Bennett Munteer LLP, or Cuming & Gillespie LLP and their distribution agent(s) as provided for below. In this regard:

- (a) "**Information**" shall mean, with respect to any person of which Direct Cash is aware that had a card funded, or deposit made, through the Cash Store and Loansalberta Inc. during the period of time described in the Class Actions: (i) the names, addresses, phone numbers and email addresses of such persons (the "**Contact Information**"), and (ii) the first day a card was loaded, the last day it was active or was reduced to a nil balance, the total value loaded in respect of a card, and the number of loads made to that card (the "**Transaction Data**");

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(b) the Information provided: (i) shall be solely for the purpose of assisting in executing notice, settlement administration and settlement distribution programs for the benefit of class members and for no other purpose; (ii) shall be provided in excel or other format to be agreed upon with a supporting explanation respecting the manner in which the data is organized; (iii) related to the Contact Information - but not the Transaction Data - shall be provided to Harrison Pensa LLP, Bennett Munteer LLP, or Cuming & Gillespie LLP; (iv) only the respective distribution agents of Harrison Pensa LLP and Bennett Munteer LLP, or Cuming & Gillespie LLP shall receive both of the Contact Information and the Transaction Data. Harrison Pensa LLP and Bennett Munteer LLP, or Cuming & Gillespie LLP may only review the Transaction Data in order to advise or assist the distribution agent with the claims process; (v) shall be categorized according to the province where the person's address indicates they were located or where a transaction was entered into; (vi) shall be provided in one package with no further or other deliveries subject only to a right by Harrison Pensa LLP or Bennett Munteer LLP and Cuming Gillespie LLP or the duly appointed distribution agent(s) of them to seek and obtain reasonable explanation in respect of the Information; (vii) shall be compiled and provided in good faith respecting accuracy and completeness but without any representation or warranty as to the same; and (viii) shall be destroyed when the purposes set forth in item (i), above, are completed (with the relevant distribution agent providing a certificate to this effect to DirectCash);

(c) communications issued by the distribution agents shall only be for the purposes outlined above and shall: (i) not mention DirectCash unless legally required; and (ii) otherwise be acceptable to DirectCash, acting reasonably; and

(d) any distribution agents retained by Harrison Pensa LLP, Bennett Munteer LLP, or Cuming Gillespie LLP shall provide a written acknowledgement to DirectCash that they are bound by the provisions set forth in this paragraph.

## 6. TERMINATION OF AGREEMENTS

The Parties acknowledge and agree that the Agreements have been terminated effective July 28, 2015 for the sole purpose of calculating damages owing by Cash Store in favour of DirectCash, all of which amounts are included in the consideration exchanged hereunder.

Other than the Settlement Amount, no payments shall be made by any party in respect of the termination of the Agreements.

## 7. PLAN OF ARRANGEMENT

### (a) DirectCash Release

In consideration of the payment of the Settlement Amount, Cash Store will obtain Court and stakeholder approval of a Plan that provides for a release in favour of DirectCash, pursuant to the Plan and the Sanction Order, in substantially the following form:

At the Effective Time, (i) all DirectCash Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, barred and deemed satisfied and extinguished against each of the DirectCash Releasees, (ii) section [●] [which shall be the Injunction described below] shall apply to the DirectCash Releasees, and (iii) each of the Class Action Plaintiffs and Cash Store shall also release the DirectCash Releasees from any DirectCash Claims that has been

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or could be asserted by any of them (such releases and injunctions as they apply to the DirectCash Releasees, the "DirectCash Release");

The Plan shall, for the purposes of the DirectCash Release, contain definitions in substantially the following form:

**"DirectCash Releasees"** means DirectCash and all of its present and former shareholders, parents, partners, partnerships, subsidiaries, affiliates and predecessors and each of their present and former directors, officers, servants, agents, employees, insurers, contractors, consultants and each of the successors and assigns of any of the foregoing.

**"DirectCash Claims"** means any right or claim of any person (including, without limitation, the Class Action Plaintiffs, Cash Store and any claims that could be brought on behalf of Cash Store by the Monitor, the Chief Restructuring Officer or any other representative of Cash Store, and affiliates of Cash Store (including, without limitation, The Cash Store Financial Limited (06773351), CSF Insurance Services Limited, The Cash Store Limited (06773354), The Cash Store Financial Corporation, The Cash Store Australia Holdings Inc. and The Cash Store Pty Ltd. (Acn107205612)), that may be asserted or made in whole or in part against any DirectCash Releasee, in any way relating to that person's relationship, business, affairs or dealings with Cash Store or DirectCash in respect of Cash Store, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, indemnity, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any claim arising from or caused by the breach, termination, disclaimer, rescission, assignment or repudiation of any contract, lease, cardholder agreement, service agreement, account agreement, or other agreement with Cash Store and/or its customers, whether written or oral, any claim made or asserted through any affiliate, subsidiary, associated or related person, or any right or ability of any person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including the Ontario Class Action, the Western Canada Class Actions and any other class action or any proceeding before an administrative tribunal), cause or chose in action, whether existing at present or commenced in the future, including any security interest, charge, mortgage, deemed trust, constructive trust or other encumbrance in connection with any of the foregoing, provided however that, notwithstanding anything else in the Plan, none of the DirectCash Releasees shall be released pursuant to the Plan and/or the Sanction Order in respect of any claim by any person that is commenced with leave of the Court and based on a final judgment that a plaintiff suffered damages as a direct result and solely as a result of such plaintiff's reliance on an express fraudulent misrepresentation made by a DirectCash director, officer or employee when such director, officer, or employee had actual knowledge that the misrepresentation was false (any such claim being a **"Non-Released Claim"**).

With respect to the reference to the Injunction in paragraph (a) above:

**"Injunction"** means the provision of the Plan that provides substantially as follows:

All persons are permanently and forever barred, stopped, stayed and enjoined, on and after the Effective Time, with respect to any and all DirectCash Claims by any such persons, from (i) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any

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judicial, arbitral, administrative or other forum) against the DirectCash Releasees; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the DirectCash Releasees or their property; (iii) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits or demands, including without limitation, by way of contribution or indemnity or other relief, in common law, or in equity, breach of trust or fiduciary duty or under the provisions of any statute or regulation, or any proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in any judicial, arbitral, administrative or other forum) against any person who makes such a claim or might reasonably be expected to make such a claim, in any manner or forum, against the DirectCash Releasees or their property; or (iv) taking any action to interfere with the implementation or consummation of this Plan; provided, however, that the foregoing shall not apply to the enforcement of any obligations under this Plan or any obligations that are contemplated as surviving the Effective Date of this Plan.

With respect to the reference to "Effective Date" and "Effective Time" in the foregoing, these terms shall mean the date and time on which the Plan becomes effective.

With respect to the reference to "Class Actions" in the foregoing, this term shall be broadly defined to include the Ontario Class Action, the Western Canada Class Actions and any other class action that: (i) has already been commenced in respect of Cash Store naming DirectCash, (ii) has already been commenced in respect of DirectCash and not naming Cash Store in relation to the business of Cash Store and/or the DirectCash products offered by Cash Store or DirectCash in respect of Cash Store, and (iii) involves any future class action that may be (or may be purported to be) commenced in respect of the foregoing but such definition shall not include any claims made in the Ontario Class Action, the Western Canada Class Actions or any other class action in respect of Cash Store (except to the extent of any claims against the DirectCash Releasees in any such actions) unless otherwise agreed among Cash Store and the Class Action Plaintiffs.

Notwithstanding that the Plan and/or the Sanction Order will not provide a release of any Non-Released Claims, each of the Cash Store and the Class Action Plaintiffs hereby agrees that, subject to and as of the Effective Date, each of the Cash Store and the Class Action Plaintiffs shall have, and shall be deemed to have, hereby released all of the DirectCash Releasees of and from any and all Non-Released Claims and that, following the Effective Date, none of the Cash Store or any of the Class Action Plaintiffs shall have any ability to pursue a Non-Released Claim against any of the DirectCash Releasees.

**(b) Cash Store Release**

The Plan shall also provide that, from and after the Effective Time of the Plan, Cash Store and all of its present and former shareholders, parents, partners, partnerships, subsidiaries, affiliates and predecessors and each of their present and former directors, officers, servants, agents, employees, insurers, contractors, consultants and each of the successors and assigns of any of the foregoing shall be released from any and all claims that DirectCash has asserted or could assert against any of the foregoing, and that Direct Cash all of its present and former shareholders, parents, partners, partnerships, subsidiaries, affiliates and predecessors and each of their present and former directors, officers, servants, agents, employees, insurers, contractors, consultants and each of the successors and assigns of any of the foregoing, shall be enjoined from pursuing any such claims from and after the Effective Time of the Plan.

## **8. SUPPORT FOR THE PLAN**

The Parties hereto all covenant and agree to:

- (a) support Cash Store in obtaining as promptly as practicable Court approval of this Settlement Agreement, the Plan and the Sanction Order, and any Class Action Approval Orders, as and to the extent that the Plan, the Sanction Order and any Class Action Approval Orders concern the matters set forth in this Settlement Agreement and the settlements contemplated hereby;
- (b) execute any and all documents and perform any and all acts required by this Settlement Agreement and the settlement contemplated herein, including any consent, approval or waiver requested by Cash Store, acting reasonably;
- (c) oppose any action by any party that could interfere with, delay or impede the implementation of this Settlement Agreement, the Plan, or the granting and implementation of the Sanction Order or any other Class Action Approval Orders, as and to the extent that any such actions concern matters set forth in this Settlement Agreement and the settlements contemplated hereby; and
- (d) not take any actions or fail to take any actions that would be, in either case, inconsistent with this Settlement Agreement or the settlement contemplated herein or which would or be reasonably expected to interfere with, delay or impede (i) the implementation of this Settlement Agreement or the Plan, or (ii) the granting and implementation of the Sanction Order or any other Class Action Approval Orders, as and to the extent that any such actions concern matters set forth in this Settlement Agreement and the settlements contemplated hereby.

## **9. FURTHER ASSURANCES**

The parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the settlement and transactions contemplated by this Settlement Agreement and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Settlement Agreement and carry out its provisions.

## **10. MISCELLANEOUS**

- (a) Currency - All dollar amounts expressed herein are in Canadian dollars except as specifically noted otherwise.
- (b) Headings – Headings of sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Settlement Agreement.
- (c) Including – Where the word “including” or “includes” is used in this Settlement Agreement, it means “including (or includes) without limitation”
- (d) Number and Gender – Unless the context requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

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- (e) Severability – If, in any jurisdiction, any provision of this Settlement Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement and without affecting the validity of enforceability of such provision in any other jurisdiction or without affecting its application to any other party or circumstance;
- (f) Time – Time is of the essence in the performance of the parties' respective obligations.

#### **11. COUNTERPARTS**

This Settlement Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement. Delivery of an executed original counterpart of a signature page of this Settlement Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed original counterpart of this Settlement Agreement.

#### **12. ENTIRE AGREEMENT**

This Settlement Agreement constitutes the entire agreement between the parties with respect to the matter herein. The execution of this Settlement Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations, promises, agreements or statements whatsoever not incorporated herein and made a part hereof.

#### **13. GOVERNING LAW**

This Settlement Agreement shall be governed by, and will be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario. The parties hereby attorn to the jurisdiction of the Superior Court of Justice in the Province of Ontario, in the CCAA proceeding, in respect of any dispute arising from this Settlement Agreement.

#### **14. AMENDMENT**

No amendment, supplement, modification or waiver or termination of this Settlement Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by the party to be bound thereby.

#### **15. EXPENSES**

Each of the parties shall pay their respective legal, accounting, and other professional advisory fees, costs and expenses incurred in connection with this Settlement Agreement and its implementation.

#### **16. CHIEF RESTRUCTURING OFFICER**

It is acknowledged by DirectCash that the Chief Restructuring Officer shall have no personal liability whatsoever for the execution of this Settlement Agreement, any matter contained in this Settlement Agreement or any of the covenants or provisions contained herein; provided however that the Chief Restructuring Officer shall exercise the powers granted to the Chief Restructuring Officer under the Initial

- 11 -

Order to cause Cash Store to perform Cash Store's obligations under this Settlement Agreement and the Chief Restructuring Officer shall be bound by the DirectCash Release at the Effective Time of the Plan.

**17. MONITOR'S CAPACITY**

The parties acknowledge and agree that the Monitor, acting in its capacity as the Monitor of Cash Store in the CCAA Proceedings, will have no liability in connection with this Settlement Agreement (including in relation to any information or data provided by the Monitor in connection with this Settlement Agreement) whatsoever in its capacity as Monitor, in its personal capacity or otherwise; provided however that the Monitor shall exercise the powers granted to the Monitor under the Initial Order to perform the Monitor's obligations in respect of this Settlement Agreement and the Monitor shall be bound by the DirectCash Release at the Effective Time of the Plan.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS OF WHICH the parties have executed this Settlement Agreement.

1511419 ONTARIO INC., formerly known as  
THE CASH STORE FINANCIAL SERVICE INC.

By: William E. Aziz

Name: William E. Aziz  
Title: Chief Restructuring Officer

1545688 ALBERTA INC., formerly known as  
THE CASH STORE INC.

By: William E. Aziz

Name: William E. Aziz  
Title: Chief Restructuring Officer

1152919 ALBERTA INC., formerly known as  
INSTALOANS INC.

By: William E. Aziz

Name: William E. Aziz  
Title: Chief Restructuring Officer

5515433 MANITOBA INC.

By: William E. Aziz

Name: William E. Aziz  
Title: Chief Restructuring Officer

986301 ALBERTA INC., formerly known as TCS  
CASH STORE INC.

By: William E. Aziz

Name: William E. Aziz  
Title: Chief Restructuring Officer

7252331 CANADA INC.

By: William E. Aziz

Name: William E. Aziz  
Title: Chief Restructuring Officer



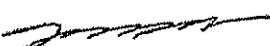
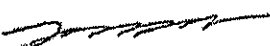
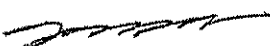
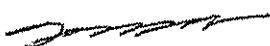
1693926 ALBERTA LTD.

By:

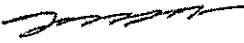
*William E. Aziz*

Name: William E. Aziz


Title: Chief Restructuring Officer

**DIRECTCASH PAYMENTS INC.**By: Name: Jeffrey Smith  
Title: President & CEO**DIRECTCASH MANAGEMENT INC. (in its own capacity and as general partner of the following three partnerships)**By: Name: Jeffrey Smith  
Title: President & CEO**DIRECTCASH ATM PROCESSING PARTNERSHIP by its general managing partner DIRECTCASH MANAGEMENT INC.**By: Name: Jeffrey Smith  
Title: President & CEO**DIRECTCASH ATM MANAGEMENT PARTNERSHIP by its general managing partner DIRECTCASH MANAGEMENT INC.**By: Name: Jeffrey Smith  
Title: President & CEO**DIRECTCASH CANADA LIMITED PARTNERSHIP by its general managing partner DIRECTCASH MANAGEMENT INC.**By: Name: Jeffrey Smith  
Title: President & CEO

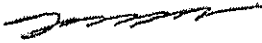
**DIRECTCASH BANK**

By:   
Name: Jeffrey Smith  
Title: CEO

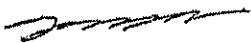
**DIRECTCASH ACQUISITION CORP.**

By:   
Name: Jeffrey Smith  
Title: President & CEO

**DIRECTCASH MANAGEMENT UK LTD.**

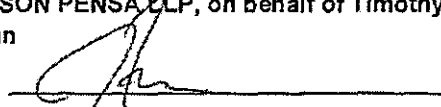
By:   
Name: Jeffrey Smith  
Title: President & CEO

**DIRECTCASH MANAGEMENT AUSTRALIA PTY LTD.**

By:   
Name: Jeffrey Smith  
Title: President & CEO

HARRISON PENSE LLP, on behalf of Timothy  
Yeoman

By:

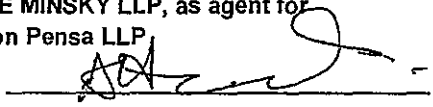


Name: Jonathan Foreman

Title: Partner

KOSKIE MINSKY LLP, as agent for  
Harrison Pensa LLP

By:

A handwritten signature in black ink, appearing to read 'AH', is written over a horizontal line.

Name: Andrew Hatnay  
Title: Partner

**BENNETT MOUNTEER LLP, on behalf of**  
Roberta Stewart, Kostas Efthimiou, John Ironbow  
and Scott Meeking and Sheri Rehl

By: \_\_\_\_\_

Name: Mark Munteer

Title: Partner

**CUMING & GILLESPIE, as co-counsel to  
Bennett Mountear LLP**

By:  \_\_\_\_\_

Name: Craig Gillespie  
Title: Partner

**TAB C**



**SCHEDULE C****D&O/Insurer Global Settlement Agreement**

*Execution Version*

**IN THE MATTER OF  
THE CASH STORE FINANCIAL SERVICES INC.**

B E T W E E N:

Globis Capital Partners, L.P., Globis Overseas Fund Ltd., David Fortier, Darren Hughes, Marianne Dessis, Jean-Jacques Fournier and any other proposed representative plaintiffs in Ontario Superior Court Action No. CV-13-481943-00CP (the "Fortier Action"), Alberta Queen's Bench Action 1303 07837 (the "Hughes Action"), Québec Superior Court Action No. 200-06-000165-137 (the "Dessis Action"), Southern District of New York Action No. 13 Civ. 3385 (VM) (the "Globis Action") in their personal and proposed representative capacities (collectively, the "Securities Class Actions" and the "Securities Class Action Plaintiffs")

- and -

Timothy Yeoman and any other proposed representative plaintiffs in Ontario Superior Court Action No. 7908/12 CP and/or Ontario Superior Court Action No. 4171/14 in their personal and proposed representative capacities (together, the "Yeoman Action" and the "Ontario Consumer Class Action Plaintiff")

- and -

Andrew Bodnar, Roberta Stewart, Shayne Tschritter, Kostas Efthimiou, John Ironbow and Scott Meeking, Sheri Rehill and any other representative plaintiffs in British Columbia Supreme Court Action No. 154924, British Columbia Supreme Court Action No. 041348, British Columbia Supreme Court Action No. 126361, Alberta Court of Queen's Bench Action No. 0301-16243, Alberta Court of Queen's Bench Action No. 1201-11816, Saskatchewan Court of Queen's Bench Action No. 1452 of 2012, Saskatchewan Court of Queen's Bench Action No. 1453 of 2012, Manitoba Court of Queen's Bench Action No. CI 12-01-80578 and Manitoba Court of Queen's Bench Action No. CI 110-01-66061 in their personal and proposed representative capacities (collectively, the "Western Canada Actions" and the "Western Canada Consumer Class Action Plaintiffs")

- and -

William Aziz, solely in his capacity as the court-appointed Chief Restructuring Officer (the "CRO") of 1511419 Ontario Inc., formerly known as The Cash Store Financial Services Inc. ("Cash Store") and Cash Store's affiliates and subsidiaries

- and -

Cash Store, Nancy Bland, Gordon J. Reykdal, Craig Warnock, J. Albert Mondor, Ron Chicoyne, Michael M. Shaw, William Dunn, Edward McClelland, Robert Gibson, Barret Reykdal, S. William Johnson, Michael J.L. Thompson and Halldor Kristjansson (collectively, the "Defendants")

-and-

424187 Alberta Ltd. ("424")

**SETTLEMENT AGREEMENT**

(made as of this the 22<sup>nd</sup> day of September, 2015)

1. This Settlement Agreement between the Parties (the "**Settlement Agreement**") is to resolve, in accordance with the terms more particularly set out herein, the Claims (as defined in paragraph 9 herein), howsoever arising and in all jurisdictions, including Canada and the United States, and to provide the Release (as defined in paragraph 9 herein) in favour of the Released Parties (as defined in paragraph 9 herein) on the terms and conditions set forth herein.
2. The Defendants and 424 make no admissions of liability and waive no defences available to them with respect to the Claims (as defined in paragraph 9 herein) or otherwise.
3. It is the intention of the Parties that this Settlement Agreement shall be:
  - a. approved by an order of the supervising judge in the *Companies' Creditors Arrangement Act* ("**CCAA**") proceeding bearing Court File No. CV-14-10518-00CL (the "**CCAA Proceeding**"), who is also designated to hear the settlement approval motions in the Fortier Action and the Yeoman Action under the *Class Proceedings Act, 1992* (the "**Court**"), which orders shall be submitted to the Court in form and substance acceptable to counsel to the Defendants and 424, each acting reasonably (the "**Fortier Settlement Approval Order**" and the "**Yeoman Settlement Approval Order**");
  - b. approved by an order of the class action court overseeing the Western Canada Consumer Class Actions, which order shall be submitted to the court in form and substance acceptable to counsel to the Defendants and 424, each acting reasonably (the "**Western Canada Settlement Approval Order**"); and
  - c. implemented through a Plan of Compromise and Arrangement in respect of Cash Store under the CCAA, which Plan will be presented to the Court substantially in the form attached hereto at **Schedule B** (the "**Plan**"), for sanction by the Court pursuant to an order of the Court, which shall be submitted to the Court in form and substance acceptable to counsel the Defendants and 424, each acting reasonably (the "**Sanction Order**").
4. It is also the intention of the parties:
  - a. to seek recognition and enforcement of the Sanction Order by an order of the United States Bankruptcy Court for the Southern District of New York (the "**U.S. Court**") under Chapter 15 of the United States *Bankruptcy Code*, to be submitted to the U.S. Court in form and substance acceptable to counsel to the Defendants (the "**Recognition Order**");

- b. to obtain a stipulation of dismissal of the Globis Action with prejudice and without costs by the United States District Court for the Southern District of New York (the "U.S. District Court"), pursuant to an order to be submitted to the U.S. District Court in form and substance acceptable to counsel to the Defendants (the "New York Order", together with the Recognition Order, the "U.S. Orders");
  - c. to obtain an order of the Superior Court of Québec (the "Quebec Court") approving the discontinuance of the Dessis Action, pursuant to an order to be submitted to the Quebec Court in form and substance acceptable to counsel to the Defendants (the "Québec Order"); and
  - d. to obtain an order of the Alberta Court of Queen's Bench (the "Alberta Court") approving the discontinuance of the Hughes Action, pursuant to an order to be submitted to the Alberta Court in form and substance acceptable to counsel to the Defendants (the "Alberta Order").
5. For purposes of this Settlement Agreement:
- a. the Securities Class Action Plaintiffs, the Ontario Consumer Class Action Plaintiff, the Western Canada Consumer Class Action Plaintiffs and the CRO, on behalf of Cash Store as a plaintiff, are collectively referred to herein as the "Claimants";
  - b. the Claimants, 424 and the Defendants are collectively referred to herein as the "Parties"; and
  - c. the present or former directors and officers of Cash Store or its affiliates or subsidiaries are collectively referred to herein as the "D&O Defendants".

**Payment of Settlement Amount, Cancellation of 424 Debt and Other Consideration**

6. A settlement amount of CDN \$19,033,333 (the "Settlement Amount") shall be paid by the D&O Defendants in accordance with the terms hereof and the Plan, and shall be released to the Claimants in accordance with the terms hereof and the Plan, when all conditions precedent set out in paragraph 36 herein and the Plan have been satisfied or waived (the "Effective Date").

7. The CDN \$2,000,000 face value of debt under the November 29, 2013 Credit Agreement of Cash Store (the "First Lien Notes") held by 424 (the "424 Debt") shall be cancelled, such cancellation not to be effective until all conditions precedent set out in paragraph 36 herein and the Plan have been satisfied or waived. Interest shall be payable on the 424 Debt to the date of cancellation, without prejudice to the right of Cash Store to seek an order from the Court to suspend or cancel future interest payments to all holders of the First Lien Notes. The parties agree that 424 will continue to receive interest on the 424 Debt unless and until a final order is made by the Court determining that no holder of the First Lien Notes is entitled to further interest payments.

8. The payment of the Settlement Amount, the release of the claims described in paragraphs 10 and 47 hereof, the cancellation of the 424 Debt, and the payment of certain implementation costs by the D&O Defendants, represent the full contribution or payment of any kind to be made

by the D&O Defendants and 424 in settlement of the Claims, inclusive of interest, legal fees, disbursements and taxes (including GST, HST, or any other taxes which may be payable in respect of this settlement), any costs associated with the distribution of the Settlement Amount, all costs of any necessary notice in connection with the settlement, all costs associated with the implementation and administration of the settlement and any other monetary costs or amounts associated with this Settlement Agreement or otherwise, except as otherwise expressly provided for herein.

#### **Release of Claims and Bar Order**

9. As of the Effective Date, the Claimants, on behalf of themselves and their respective subsidiaries, affiliates and related companies and current and former partners, associates, employees, directors, officers and insurers, and in the case of Cash Store, of all current directors, officers and employees of Cash Store, including the CRO, and the heirs, administrators, executors, successors and assigns of each, and on behalf of any person (as defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended to the date hereof, "**Person**") who claims a right or interest through the Claimants or any of them, (collectively, the "**Releasers**") shall hereby fully, finally and forever release, remise, acquit and forever discharge, without qualification or limitation, the Defendants, 424, and their respective past, present and future subsidiaries, affiliates and related companies, partners, associates, employees, directors, officers, insurers, family members, heirs, administrators, executors, successors and assigns (collectively, the "**Released Parties**" which, for greater certainty, include all of the D&O Defendants) separately and jointly, of and from any and all rights, interests, obligations, debts, dues, sums of money, accounts, reckonings, damages, claims, actions, allegations, causes of action, counterclaims or demands whatsoever, whether known or unknown, in law or equity, of whatever kind or character, suspected, fixed or contingent, that have been or that could have been asserted by any of the Releasers through to the date of this Settlement Agreement (including, without limitation, any claim for contribution, indemnification, reimbursement or any other forms of claims over that could be asserted by any of the Releasers on or after the date hereof based on events occurring prior to and through to the date hereof and including any allegation of breach of duty and/or fraud or fraudulent misrepresentation by the Released Parties) against the Released Parties, or any of them, arising out of, in connection with, or in any way related, directly or indirectly, to Cash Store and its affiliates and subsidiaries (collectively, the "**Claims**"), including, but not limited to, all claims raised or which could have been raised in the actions listed in **Schedule A** hereto (the "**Actions**"); provided that, notwithstanding anything else in this paragraph, none of the D&O Defendants shall be released under this Settlement Agreement or the Plan for or from any Claim, commenced with leave of the Court, by any Person (other than the Claimants):

- a. in respect of a claim that cannot be released under section 5.1(2) of the CCAA or section 19(2) of the CCAA;
- b. that is based on a final judgment that a plaintiff suffered damages as a direct result and solely as a result of such plaintiff's reliance on an express fraudulent misrepresentation made by the D&O Defendants, or any of them, where such D&O Defendant had actual knowledge that the misrepresentation was false; or

- c. who is a third party lender to Cash Store, solely in its capacity as a third party lender to Cash Store, unless the Claimants or any of them have (as in the case of 0678786 B.C. Ltd., formerly c.o.b. as McCann Family Holding Corporation), or may hereafter enter into, a settlement with such third party lender under or in connection with the Plan or the matters giving rise to it;

(the "Release" and the non-released claims listed in 9.a., 9.b. and 9.c. above being, the "Non-Released Claims").

10. As of the Effective Date, the Defendants and 424, on behalf of themselves and their respective subsidiaries, affiliates and related companies and current and former partners, associates, employees, directors, officers, insurers and the heirs, administrators, executors, predecessors, successors and assigns of each, and on behalf of any Person who claims a right or interest through them, (the "Defendant Releasors"), shall hereby fully, completely, finally and forever release, remise, acquit and forever discharge, without qualification or limitation, the named plaintiffs in each of the Securities Class Actions, the Yeoman Action and the Western Canada Actions, and their respective counsel (collectively, the "Released Claimant Parties"), separately and jointly, of and from any and all rights, interests, obligations, debts, dues, sums of money, accounts, reckonings, damages, claims, actions, liabilities, allegations, causes of action, counterclaims or demands whatsoever, whether known or unknown, in law or equity, of whatever kind or character, suspected, fixed or contingent, that have been or that could have been asserted by any of the Defendant Releasors through to the date of this Settlement Agreement (including, without limitation, any claim for contribution, indemnification, reimbursement or any other forms of claims over that could be asserted by any of the Defendant Releasors on or after the date hereof based on events occurring prior to and through to the date hereof) against the Released Claimant Parties, or any of them, arising out of, in connection with, or in any way related, directly or indirectly, to Cash Store, its affiliates and subsidiaries, or the prosecution, defense or settlement of the actions set out at Schedule A hereto, (collectively, the "Defendants' Claims" and the "Defendants' Release"). As of the Effective Date, the Defendant Releasors will be forever barred and enjoined from prosecuting the Defendants' Claims against the Released Claimant Parties or any other Person who may claim any form of indemnity or contribution from any of the Released Claimant Parties in respect of any Defendants' Claims or any matter related thereto.

11. Without limiting the generality of paragraphs 9 and 10 above, the Releasors and Defendant Releasors acknowledge that the intent of the Release and the Defendant's Release is to conclude all issues arising from the Claims and Defendants' Claims and it is understood and agreed that this Settlement Agreement is intended to release, and does release, as of the Effective Date, not only all known actions, causes of action, claims and demands for damages, indemnity, costs, interest and loss or injury in respect of any Claims and Defendants' Claims, but all actions, causes of action, claims and demands for damages, indemnity, costs, interest and loss or injury not now known or anticipated but which may later develop or be discovered in respect of any Claims and Defendants' Claims, including all the effects and consequences thereof, other than any Non-Released Claims.

12. As of the Effective Date, the Releasors' recovery from any person against whom the Releasors, or any of them, pursue a Claim for damages (a "Third Party Defendant") and with

whom the Released Parties, or any of them, are judicially determined to be jointly and severally liable to the Releasers, or any of them, for damages, will be limited to the Third Party Defendant's several and proportionate share of liability, as determined by the Court, provided that the Third Party Defendant successfully proves a claim for contribution and indemnity from the Released Parties in respect of the Releasers' claim against the Third Party Defendant.

13. Prior to the Effective Date, Cash Store will formally amend in a fashion satisfactory to counsel for the Defendants and 424, each acting reasonably, any Statements of Claim in existing actions that will continue after the Effective Date, including but not limited to actions in the Ontario Superior Court Justice (Commercial List) bearing Court File Nos. CV-14-10770-00CL, CV-14-10771-00CL, CV-14-10773-CL and CV-14-10774-CL (the "Cash Store Amendments"), to provide that, to the extent the Third Party Defendants (or any of them) successfully prove a claim against the D&O Defendants or any of them and are judicially determined to be jointly and severally liable with such D&O Defendant to Cash Store for damages, Cash Store will limit its recovery from such Third Party Defendant to their several liability in accordance with paragraph 12 above. Nothing in this provision or in the proposed amendments to the existing Statements of Claim will limit Cash Store's recovery of full damages on a joint and several basis from any of the Third Party Defendants as between the Third Party Defendants themselves. As of the Effective Date, any future action commenced by Cash Store shall be similarly limited to the portion of any damages that corresponds to the proportionate share of liability of the Third Party Defendants, provided that the necessary preconditions set out above are met.

14. Prior to the Effective Date, Cash Store will formally abandon, discontinue and/or dismiss with prejudice its claims against Trimor Annuity Focus Limited Partnership, Trimor Annuity Focus Limited Partnership #2, Trimor Annuity Focus Limited Partnership #3, Trimor Annuity Focus Limited Partnership #4 and Trimor Annuity Focus Limited Partnership #6 and 0678786 B.C. Ltd. (formerly c.o.b. as McCann Family Holding Corporation) in the Ontario Superior Court of Justice (Commercial List) action bearing Court File No. CV-14-10770-00CL.

15. Prior to the Effective Date, the Ontario Consumer Class Action Plaintiff in the Yeoman Action will bring a motion to the Court for one or more orders (the "Yeoman Amendment Orders") approving the amendment, in a fashion satisfactory to counsel for the Defendants and 424, each acting reasonably, of any Statements of Claim in existing actions that will continue after the Effective Date, including but not limited to actions in the Ontario Superior Court Justice bearing Court File Nos. 7908/12 CP and 4172/14, to provide that, to the extent the Third Party Defendants (or any of them) successfully prove a claim against the D&O Defendants (or any of them) and are judicially determined to be jointly and severally liable with such D&O Defendant to the Ontario Consumer Class Action Plaintiff in the Yeoman Action for damages, the Ontario Consumer Class Action Plaintiff in the Yeoman Action will limit its recovery from such Third Party Defendants to their several liability in accordance with paragraph 12 above. Nothing in this provision or in the proposed amendments to the existing Statements of Claim will limit the Ontario Consumer Class Action Plaintiff's recovery in the Yeoman Action of full damages on a joint and several basis from any Third Party Defendant as between the Third Party Defendants themselves. As of the Effective Date, any future action commenced by the Ontario Consumer Class Action Plaintiff shall be similarly limited to the portion of any damages that corresponds to

the proportionate share of liability of the Third Party Defendants, provided that the necessary preconditions set out above are met.

16. Prior to the Effective Date, the Western Canada Consumer Class Action Plaintiff in the Western Canada Actions will bring a motion to the supervising court(s) for one or more orders (the "Western Canada Amendment Orders") approving the amendment, in a fashion satisfactory to counsel for the Defendants and 424, each acting reasonably, of any Statements of Claim in any of the Western Canada Actions that will continue after the Effective Date, to provide that, to the extent the Third Party Defendants (or any of them) successfully prove a claim against the D&O Defendants (or any of them) and are judicially determined to be jointly and severally liable with such D&O Defendant to the Western Canada Consumer Class Action Plaintiffs in the Western Canada Actions for damages, the Western Canada Consumer Class Action Plaintiffs in the Western Canada Actions will limit their recovery from such Third Party Defendants to their several liability in accordance with paragraph 12 above. Nothing in this provision or in the proposed amendments to the existing Statements of Claim will limit the Western Consumer Class Action Plaintiffs' recovery in the Western Canada Actions of full damages on a joint and several basis from any Third Party Defendant as between the Third Party Defendants themselves. As of the Effective Date, any future action commenced by the Western Consumer Class Action Plaintiffs shall be similarly limited to the portion of any damages that corresponds to the proportionate share of liability of the Third Party Defendants, provided that the necessary preconditions set out above are met.

17. As soon as practicable following the Effective Date, the Ontario Consumer Class Action Plaintiff in the Yeoman Action will bring motions to the Court for an order (the "Yeoman TPL Order") approving the abandonment, discontinuance and/or dismissal with prejudice of the claims against Trimor Annuity Focus Limited Partnership, Trimor Annuity Focus Limited Partnership #2, Trimor Annuity Focus Limited Partnership #3, Trimor Annuity Focus Limited Partnership #4, Trimor Annuity Focus Limited Partnership #5, Trimor Annuity Focus Limited Partnership #6 and 0678786 B.C. Ltd. (formerly c.o.b. as McCann Family Holding Corporation) in the Ontario Superior Court of Justice action bearing Court File No. 4172/14.

18. It is the intention of the Parties that this Settlement Agreement and the terms of the Fortier Settlement Approval Order, the Yeoman Settlement Approval Order, the U.S. Orders, the Plan and the Sanction Order will provide the Release and related claims bar orders in favour of the Released Parties and will satisfy and extinguish any and all Claims howsoever arising (other than Non-Released Claims), without opt-outs.

19. Pending the Effective Date, and subject to the occurrence of the Effective Date, no further proceedings shall be commenced or continued by the Releasers, or any of them, or the Monitor against the Released Parties, or any of them, directly or indirectly, in respect of any Claims.

#### **The Orders**

20. The Parties shall seek to have the supervising justice in the CCAA Proceeding designated to hear the motion for approval of the settlement of the Fortier Action and the Yeoman Action pursuant to both the CCAA and the *Class Proceedings Act, 1992*.



*Fortier*

21. Contemporaneously with the CRO's motion for entry of a Meeting Order in the CCAA proceedings in respect of the Plan, which is currently scheduled to be heard on September 30, 2015, the Ontario Securities Class Action Plaintiff in the Fortier Action shall bring a motion to the Court, supported by the Defendants in the Fortier Action, for an order approving a notice program regarding the hearing to approve the settlement (the "Fortier Notice Program") as follows:

- a. notice to the Service List in the CCAA Proceeding, in the manner agreed upon to constitute notice for the purpose of the CCAA Proceeding;
- b. reasonable notice to those against whom the Release and related bar provisions are to be effective; and
- c. notice to the prospective class members in accordance with the notice plan approved by the Court in connection with the Fortier Action.

22. Regardless of their obligations under paragraph 21 above, the Parties shall abide by the Fortier Notice Program ordered by the Court and the failure to obtain an order on the terms set out in paragraph 21 above shall not be a basis to terminate the settlement.

23. Contemporaneously with the CRO's motion to the Court for the entry of the Sanction Order, the Securities Class Action Plaintiffs in the Fortier Action shall bring a motion to the Court for the entry of the Fortier Settlement Approval Order.

*Yeoman*

24. Contemporaneously with the CRO's motion for entry of a Meeting Order in the CCAA proceedings in respect of the Plan, which is currently scheduled to be heard on September 30, 2015, the Ontario Consumer Class Action Plaintiff in the Yeoman Action shall bring a motion to the Court, supported by the Defendants in the Yeoman Action, for an order approving a notice program regarding the hearing to approve the settlement (the "Yeoman Notice Program") as follows:

- a. notice to the Service List in the CCAA Proceeding, in the manner agreed upon to constitute notice for the purpose of the CCAA Proceeding;
- b. reasonable notice to those against whom the Release and related bar provisions are to be effective; and
- c. notice to the prospective class members in accordance with the notice plan approved by the Court in connection with the Yeoman Action.

25. Regardless of their obligations under paragraph 24 above, the Parties shall abide by the Yeoman Notice Program ordered by the Court and the failure to obtain an order on the terms set out in paragraph 24 above shall not be a basis to terminate the settlement.

26. Contemporaneously with the CRO's motion to the Court for the entry of the Sanction Order, the Plaintiffs in the Yeoman Action shall bring a motion to the Court for the entry of the Yeoman Settlement Approval Order.

*Western Canada Class Actions*

27. Within two weeks of the CRO's motion for entry of a Meeting Order in the CCAA proceedings in respect of the Plan, which is currently scheduled to be heard on September 30, 2015, the Western Canada Consumer Class Action Plaintiffs in the Western Canada Actions shall bring a motion to the Court, supported by the Defendants in the Western Canada Actions, for an order approving a notice program regarding the hearing to approve the settlement (the "Western Canada Notice Program") as follows:

- a. notice to the Service List in the CCAA Proceeding, in the manner agreed upon to constitute notice for the purpose of the CCAA Proceeding;
- b. reasonable notice to those against whom the Release and related bar provisions are to be effective; and
- c. notice to the prospective class members in accordance with the notice plan approved by the supervising court in connection with the Western Canada Actions.

28. Regardless of their obligations under paragraph 27 above, the Parties shall abide by the Western Canada Notice Program ordered by the Court and the failure to obtain an order on the terms set out in paragraph 27 above shall not be a basis to terminate the settlement.

29. Contemporaneously with the CRO's motion to the Court for the entry of the Sanction Order, the Western Canada Consumer Class Action Plaintiffs in the Western Canada Actions shall bring a motion to the supervising court(s) for the entry of the Western Canada Settlement Approval Order.

30. The costs of the Fortier Notice Program, the Yeoman Notice Program and the Western Canada Notice Program (collectively, the "Notice Programs"), subject to a cap of CDN \$200,000 in the aggregate, will be paid by the D&O Defendants within fifteen (15) days of the costs being incurred irrespective of whether this Settlement Agreement is approved by the Court or the U.S. Court. If the settlement is not approved, these costs will be non-refundable to the D&O Defendants. If the Settlement Agreement is approved as described herein, the amounts paid by the D&O Defendants in relation to the Notice Programs will be a credit to the payment the D&O Defendants are required to make in respect of the Settlement Amount. In the event that any costs of the Notice Programs are required to be credited to the D&O Defendants in respect of the Settlement Amount pursuant to this paragraph 30:

- a. the costs incurred in respect of the Fortier Notice Program shall be a credit to the amounts owing in respect of the Securities Class Actions and CRO Actions, and shall be allocated between the recipients of those amounts in amounts corresponding to the relative proportions set out in paragraphs 39(a), (b), and (c);

- b. the costs incurred in respect of the Yeoman Notice Program shall be a credit to the amount owing in respect of the Yeoman Action; and
- c. the costs incurred in respect of the Western Canada Notice Program shall be a credit to the amount owing in respect of the Western Canada Actions.

31. The Parties shall use all commercially reasonable efforts to: (i) obtain and/or satisfy any court approval order, waiver, certificate, document, or agreement; (ii) provide necessary notice to affected individuals; and (iii) fulfill any other condition reasonably necessary for the implementation of the Release and the Plan.

#### *US Orders*

32. As soon as practicable in conjunction with the CRO's motion for entry of the Sanction Order, and in any event as soon as practicable following the entry of the Sanction Order, the Monitor shall seek the Recognition Order from the U.S. Court. Ken Coleman of Allen & Overy LLP shall be retained as U.S. counsel to the Monitor ("U.S. Counsel"), as foreign representative, for purposes of making the application for the Recognition Order.

33. As soon as practicable following the issuance of the Recognition Order (or the Sanction Order in the event that the Recognition Order is not granted due to a lack of jurisdictional basis), the lead plaintiffs in the Globis Action shall, by stipulation supported by the Defendants, seek the entry of the New York Order by the United States District Court for the Southern District of New York.

34. Fifty percent (50%) of the costs of U.S. Counsel (excluding any other costs or fees of the Monitor) to obtain the Recognition Order shall be paid by the D&O Defendants and fifty percent (50%) of such costs shall be paid by the CRO to be reimbursed from the Settlement Amount, subject to a total cap of CDN \$250,000 (i.e. CDN\$125,000 from the D&O Defendants and CDN\$125,000 from the CRO). Any costs in excess of CDN \$250,000 shall be borne solely by the D&O Defendants.

35. Any costs of the proceedings in the U.S. to obtain the Recognition Order that are paid from the Settlement Amount pursuant to paragraph 34 shall be allocated between the recipients of the Settlement Amount in amounts corresponding to the relative proportions set out in paragraph 39.

#### **Conditions Precedent to Implementation of the Settlement**

36. The settlement will become effective on the Effective Date when the following conditions precedent have been satisfied or waived by all of the D&O Defendants who are parties to this Settlement Agreement:

- a. issuance of the Fortier Settlement Approval Order, the Yeoman Settlement Approval Order, the Western Canada Settlement Approval Order, the Sanction Order and the U.S. Orders, provided however that the settlement and the Effective Date shall not be conditional upon the issuance of the Recognition Order in the

event that the U.S. Court refuses to issue the Recognition Order due to a lack of jurisdiction;

- b. issuance of the Québec Order;
- c. issuance of the Alberta Order;
- d. issuance by the Court of an order dismissing the Ontario Superior Court of Justice (Commercial List) action styled *The Cash Store Financial Services, Inc. v. Gordon Reykdal et al.*, and bearing Court File No. CV-14-10772-00CL (the "CRO Action") with prejudice and without costs, to be submitted to the Court in form and substance acceptable to counsel to the Defendants (the "CRO Dismissal Order");
- e. issuance of the Yeoman Amendment Orders, the Yeoman TPL Order and the Western Canada Amendment Order;
- f. the Fortier Settlement Approval Order, the Yeoman Settlement Approval Order, the Western Canada Settlement Approval Order and the Sanction Order shall have become final orders not subject to further appeal or challenge;
- g. amendment by Cash Store of any Statements of Claim in existing actions as set out in paragraph 13 hereto;
- h. abandonment, discontinuance and/or with prejudice dismissal of the Monitor's motion dated September 18, 2014 in the CCAA proceedings in respect of alleged transfers at undervalue;
- i. abandonment, discontinuance and/or with prejudice dismissal of the claims against Trimor Annuity Focus Limited Partnership, Trimor Annuity Focus Limited Partnership #2, Trimor Annuity Focus Limited Partnership #3, Trimor Annuity Focus Limited Partnership #4, Trimor Annuity Focus Limited Partnership #6 and 0678786 B.C. Ltd. (formerly c.o.b. as McCann Family Holding Corporation) in the Ontario Superior Court of Justice (Commercial List) action styled *The Cash Store Financial Services, Inc. v. Trimor Annuity Focus Limited Partnership et al.* and bearing Court File No. CV-14-10770-00CL;
- j. each D&O Defendant who is a party to this Settlement Agreement shall have provided a sworn affidavit indicating that such Defendant is not a holder of any of the 11.5% Senior Secured Notes Due 2017 issued by the Cash Store pursuant to the Indenture dated as of January 31, 2012 (the "Second Lien Notes") and that no "related person" of that Defendant (as such term is defined in the *Income Tax Act*) is a holder of the Notes;
- k. the D&O Defendants shall have paid the Settlement Amount in accordance with the terms hereof and the Plan; and

- l. the conditions precedent to implementation of the Plan shall have been satisfied or waived in accordance with the terms of the Plan.

37. Subject to the parties executing a written extension addendum, if the conditions in paragraph 36 are not satisfied by June 30, 2016:

- a. this Settlement Agreement shall terminate;
- b. any issued Orders listed in paragraph 36 shall be null and void;
- c. the Settlement Amount shall be returned by the Monitor to the D&O Defendants no later than five (5) Business Days after June 30, 2016 in accordance with wire transfer instructions to be provided to the Monitor no later than three (3) Business Days after June 30, 2016; and
- d. all discussions, actions, undertakings and agreements by and between the Parties in respect of the negotiation, execution and attempted implementation of this Settlement Agreement shall be without prejudice to the positions of the Parties in the Actions and/or any subsequent proceedings between the Parties.

#### **Implementation of the Settlement**

38. The Settlement Amount shall be paid by the D&O Defendants into the "Monitor's Distribution Account" in accordance with the provisions of the Plan.

39. Subject to court approval and the terms of the Plan, the Settlement Amount shall be allocated as follows:

- a. CDN \$4,875,000 to shareholder class members in respect of the shareholder claims in the Securities Class Actions;
- b. CDN \$8,904,167 to noteholder class members in respect of the noteholder claims in the Securities Class Actions;
- c. CDN \$2,750,000 to the estate of Cash Store in respect of the CRO Action, to be distributed to the secured creditors of Cash Store in accordance with their priorities as set out under the terms of the Plan;
- d. CDN \$1,437,500 to members of the class in the Yeoman Action in respect of the claims in the Yeoman Action; and
- e. CDN \$1,066,666 to members of the class in the Western Canada Actions in respect of the claims in the Western Canada Actions.

40. The CDN \$4,875,000 portion of the Settlement Amount allocated to the shareholder class members in respect of the shareholder claims in the Securities Class Actions and the CDN \$8,904,167 portion of the Settlement Amount allocated to noteholder class members in respect of the noteholder claims in the Securities Class Actions (together, the "Securities Class Action")

**Settlement Amount**") shall be distributed pursuant to a plan of allocation to be developed by Siskinds LLP, Kirby McInerney LLP, and Hoffner PLLC ("**Securities Class Action Counsel**") and approved by the court. No portion of the Securities Class Action Settlement Amount shall revert back to the Defendants, regardless of the quantity of claims filed or amount of funds remaining after all eligible claimants have been paid pursuant to the plan of allocation in respect of the Securities Class Action Settlement Amount.

41. The CDN \$1,437,500 portion of the Settlement Amount allocated to the consumer loan class members of the class in the Yeoman Action in respect of the claims in the Yeoman Action (the "**Ontario Consumer Class Action Settlement Amount**") shall be distributed pursuant to a plan of allocation to be developed by Harrison Pensa LLP ("**Ontario Consumer Class Action Counsel**") and approved by the court. No portion of the Ontario Consumer Class Action Settlement Amount shall revert back to the Defendants, regardless of the quantity of claims filed or amount of funds remaining after all eligible claimants have been paid pursuant to the plan of allocation in respect of the Ontario Consumer Class Action Settlement Amount.

42. The CDN \$1,066,666 portion of the Settlement Amount allocated to the consumer loan class members of the class in the Western Class Actions in respect of the claims in the Western Class Actions (the "**Western Canada Consumer Class Action Settlement Amount**") shall be distributed pursuant to a plan of allocation to be developed by Bennett Mounteer LLP ("**Western Canada Consumer Class Action Counsel**") and approved by the court. No portion of the Western Consumer Class Action Settlement Amount shall revert back to the Defendants, regardless of the quantity of claims filed or amount of funds remaining after all eligible claimants have been paid pursuant to the plan of allocation in respect of the Western Canada Consumer Class Action Settlement Amount.

43. The Securities Class Action Plaintiffs and their undersigned counsel hereby acknowledge and agree that it is a term of this settlement that:

- a. No class action counsel fees shall apply in respect of the cancellation of the 424 Debt;
- b. No class action counsel fees shall apply to the CDN \$2,750,000 of the Settlement Amount allocated to the D&O Estate Claim under paragraph 39;
- c. Securities Class Action Counsel will seek approval of its fees and expenses by the Court on the following basis:
  - i. fees not to exceed more than 30% of the first CDN \$9,450,000 of the Securities Class Action Settlement Amount; and
  - ii. fees not to exceed more than 15% of the remainder of the Securities Class Action Settlement Amount,

plus reimbursement for expenses and disbursements.

44. Subject to paragraph 43, Securities Class Action Counsel will seek court approval of the fees and disbursements, plus applicable taxes, of Securities Class Action Counsel (including

counsel to the plaintiffs in the Hughes Action and Dessis Action), Goodmans LLP (in the amount of CDN \$276,573.32) The Analysis Group (in the amount of US \$112,896.98) and Paul Hastings LLP (in the amount of US \$22,825.00), as well as applicable costs of notice and administration of the settlement, plus applicable taxes, calculated in accordance with the terms hereof, to be paid as a first charge from the Securities Class Action Settlement Amount. The request for payment of such fees and disbursements does not form part of the Settlement Agreement and the Court shall be asked to consider the request for approval of those fees and disbursements separately, but contemporaneously, from its consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement and Settlement Amount as a whole. The Defendants acknowledge that they are not parties to the motion concerning the approval of such fees and disbursements and that they will take no position or make any submissions to the court concerning such fee and disbursement requests.

45. Ontario Consumer Class Action Counsel will seek court approval of the fees and disbursements plus applicable taxes of Ontario Consumer Class Action Counsel, as well as applicable costs of notice and administration of the settlement plus applicable taxes, calculated in accordance with the terms hereof, to be paid as a first charge from the Ontario Consumer Class Action Settlement Amount. The request for payment of such fees and disbursements does not form part of the Settlement Agreement and the Court shall be asked to consider the request for approval of those fees and disbursements separately, but contemporaneously, from its consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement and Settlement Amount as a whole. The Defendants acknowledge that they are not parties to the motion concerning the approval of such fees and disbursements and that they will take no position or make any submissions to the court concerning such fee and disbursement requests.

46. Western Consumer Class Action Counsel will seek court approval of the fees and disbursements plus applicable taxes of Western Consumer Class Action Counsel, as well as applicable costs of notice and administration of the settlement plus applicable taxes, calculated in accordance with the terms hereof, to be paid as a first charge from the Western Consumer Class Action Settlement Amount. The request for payment of such fees and disbursements does not form part of the Settlement Agreement and the court shall be asked to consider the request for approval of those fees and disbursements separately, but contemporaneously, from its consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement and Settlement Amount as a whole. The Defendants acknowledge that they are not parties to the motion concerning the approval of such fees and disbursements and that they will take no position or make any submissions to the court concerning such fee and disbursement requests.

47. The D&O Defendants shall not directly or indirectly interfere with the progress of the CCAA Proceeding and, upon satisfaction of the conditions precedent to this settlement, shall release any claim of any kind whatsoever against Cash Store and its affiliates and subsidiaries, except for the claims identified in Schedule C hereto.

48. Subject to the claims listed in Schedule C hereto, the D&O Defendants shall, upon satisfaction of the conditions precedent to this settlement, forego any distribution of any kind, directly or indirectly, under the Plan, this settlement, or from Cash Store and its affiliates and subsidiaries, including on account of any shares or debt that may be held directly or indirectly by any D&O Defendant. Notwithstanding the foregoing, the D&O Defendants listed on Schedule C

hereto hereby acknowledge and agree that any claims they may have in respect of the matters listed on Schedule C hereto shall be subordinated to the distributions to be made under the Plan in respect of the DIP Credit Facility, the Senior Secured Credit Agreement and the Secured Note Indenture for the Secured Notes, as such terms are defined in the Plan.

49. The Claimants shall, following the Effective Date:

- a. not publicize or comment in any way, whether privately or in public, regarding any allegations against or conduct of the D&O Defendants, or any of them, related to any Claims, and shall not express any negative views as to the actions of the D&O Defendants, or any of them, related to the Claims, except as required by law or with respect to the fact that Claims were made against the D&O Defendants;
- b. not disparage the D&O Defendants, or any of them, in any way;
- c. obtain the consent of the D&O Defendants, acting reasonably, with respect to any press release regarding the settlement herein; and
- d. release any remaining non-competition covenants or fiduciary duties owed by the D&O Defendants by contract or at common law.

50. Except as set out in paragraphs 12, 13 and 14 above, nothing in this Agreement or in paragraph 49 above specifically, shall prevent: (i) Cash Store and the CRO or any Litigation Trustee appointed under the Plan and Sanction Order from continuing to make the allegations set out in the pleadings in the actions bearing Court File Nos. CV-14-10771-00CL, CV-14-10773-00CL, CV-14-10774-00CL, CV-15-531577 and CV-14-10770-00CL (as amended by the Cash Store Amendments), and such other allegations as may be properly pursued within those proceedings, or solely for purposes of those proceedings, so as to prosecute those proceedings to their conclusion, or (ii) the Ontario Consumer Class Action Plaintiff from continuing to make the allegations set out in the pleadings in the action bearing Court File No. 4172/4 (as amended by the Yeoman Amendment Orders and the Yeoman TPL Order), and such other allegations as may be properly pursued within that proceeding, or solely for purposes of that proceeding, so as to prosecute that proceeding to its conclusion.

51. The Parties will support the implementation of the terms of this Settlement Agreement in all actions and before all applicable courts and when communicating at any time and in any manner with all or part of the proposed classes. 424 will vote in favour of the Plan, which will cancel the 424 Debt for no consideration, other than the consideration provided for hereunder, at any creditors' meeting convened in respect of the First Lien Notes and the Plan.

#### **General**

52. In the event the Settlement Agreement is terminated, the Parties will be restored to their respective positions as at March 31, 2014.

53. The provisions of this Settlement Agreement are intended for the benefit all of the D&O Defendants, as and to the extent applicable in accordance with their terms, and shall be



enforceable by each of such Persons and his or her heirs, executors, administrators and other legal representatives (collectively, the "Third Party Beneficiaries").

54. The Parties agree that time is of the essence in implementing this Settlement Agreement. In this regard, the Parties will use their commercially reasonable best efforts to implement and give effect to this Settlement Agreement in a timely and effective manner.

55. No amendment of this Settlement Agreement shall be binding unless executed in writing by the Parties to be bound thereby. No waiver of any provision of this Settlement Agreement shall be deemed or shall constitute a waiver of any other provision nor shall any such waiver constitute a continuing waiver unless otherwise expressed to provide it.

56. This Settlement Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby attorn to the jurisdiction of the Superior Court of Justice in the Province of Ontario, in the CCAA Proceeding, in respect of any dispute arising from this Settlement Agreement.

57. This Settlement Agreement may be signed in any number of counterparts, all of which together shall constitute one and the same instrument. This Settlement Agreement may be executed and delivered by fax transmission or by transmission in PDF or similar electronic document format.

**SIGNATURE LINES ON NEXT PAGE**

## Signature page to Settlement Agreement

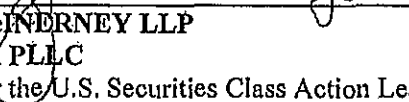
Date: September 23, 2015




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**SISKINDS LLP**  
 Lawyers for the Canadian Securities Class Action Plaintiffs

Date: September 23, 2015




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**KIRBY McINERNEY LLP**  
**HOFFNER PLLC**  
 Lawyers for the U.S. Securities Class Action Lead Plaintiffs

Date:

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**BENNETT MOUNTEER LLP**  
 Lawyers for Western Canada Consumer Class Action Plaintiffs

Date:

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**HARRISON PENZA LLP**  
 Lawyers for the Ontario Consumer Class Action Plaintiffs

Date:

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**OSLER, HOSKIN & HARCOURT LLP**  
 Lawyers for the CRO

Date:

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**PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP**  
 U.S. Lawyers for The Cash Store Financial Services Inc.

Date:

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**TORYS LLP**  
 Lawyers for the Defendants, J. Albert Mondor, Ron Chicoyne,  
 Michael M. Shaw, Robert Gibson and William Dunn
 

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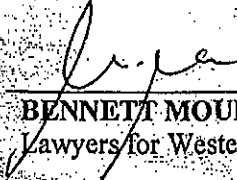
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Date:

*Sept 22/2011* 

**BENNETT MOUNTEER LLP**  
Lawyers for Western Canada Consumer Class Action Plaintiffs

Date:

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Lawyers for the Ontario Consumer Class Action Plaintiffs

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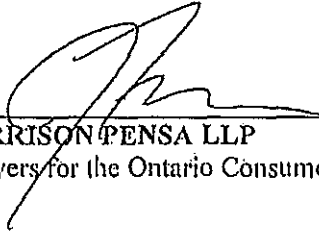
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**BENNETT MOUNTEER LLP**  
Lawyers for Western Canada Consumer Class Action Plaintiffs

Date:

*Sept. 22/2015*


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**HARRISON PENZA LLP**  
Lawyers for the Ontario Consumer Class Action Plaintiffs

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Lawyers for Western Canada Consumer Class Action Plaintiffs

Date:

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**HARRISON PENZA LLP**  
Lawyers for the Ontario Consumer Class Action Plaintiffs

Date: Sept 23, 2015




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**OSLER, HOSKIN & HARCOURT LLP**  
Lawyers for the CRO

Date:

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**PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP**  
U.S. Lawyers for The Cash Store Financial Services Inc.

Date:

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**TORYS LLP**  
Lawyers for the Defendants, J. Albert Mondor, Ron Chicoyne,  
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Lawyers for the Canadian Securities Class Action Plaintiffs

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**HOFFNER PLLC**  
Lawyers for the U.S. Securities Class Action Lead Plaintiffs

Date:

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**BENNETT MOUNTEER LLP**  
Lawyers for Western Canada Consumer Class Action Plaintiffs

Date:

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**HARRISON PENZA LLP**  
Lawyers for the Ontario Consumer Class Action Plaintiffs

Date:

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**OSLER, HOSKIN & HARCOURT LLP**  
Lawyers for the CRO

Date:

9/23/2015

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*Richard A. Rosen*  
**PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP**  
U.S. Lawyers for The Cash Store Financial Services Inc.

Date:

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**TORYS LLP**  
Lawyers for the Defendants, J. Albert Mondor, Ron Chicoyne,  
Michael M. Shaw, Robert Gibson and William Dunn

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Lawyers for the Canadian Securities Class Action Plaintiffs

Date:

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**KIRBY McINERNEY LLP**  
**HOFFNER PLLC**  
Lawyers for the U.S. Securities Class Action Lead Plaintiffs

Date:

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**BENNETT MOUNTEER LLP**  
Lawyers for Western Canada Consumer Class Action Plaintiffs

Date:

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**HARRISON PENZA LLP**  
Lawyers for the Ontario Consumer Class Action Plaintiffs

Date:

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**OSLER, HOSKIN & HARCOURT LLP**  
Lawyers for the CRO

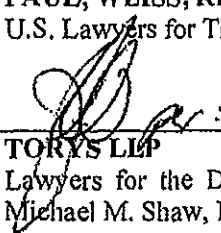
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**PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP**  
U.S. Lawyers for The Cash Store Financial Services Inc.

Date:

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**TORYS LLP**  
Lawyers for the Defendants, J. Albert Mondor, Ron Chicoyne,  
Michael M. Shaw, Robert Gibson and William Dunn

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Signature page to Settlement Agreement

Date: 23 Sept 2015

*[Handwritten Signature]*  
per MILLER THOMSON LLP  
Lawyers for 424187 Alberta Ltd

Date:

LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP  
Lawyers for the Defendants, Gordon J. Reykdal and Edward McClelland

Date:

CRAWLEY MACKAWN BRUSH LLP  
Lawyers for the Defendant, Craig Warnock

Date:

BARRET REYKDAL

Date:

S. WILLIAM JOHNSON

Date:

HALLDOR KRISTJANSSON



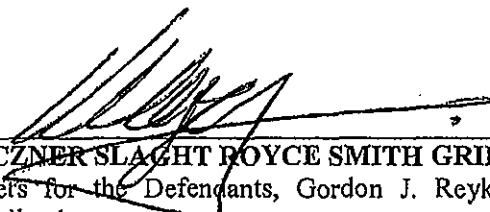
## Signature page to Settlement Agreement

Date:

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**MILLER THOMSON LLP**  
Lawyers for 424187 Alberta Ltd

Date:

*September 23, 2015*

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**LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP**  
Lawyers for the Defendants, Gordon J. Reykdal and Edward  
McClelland

Date:

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**CRAWLEY MACKEWN BRUSH LLP**  
Lawyers for the Defendant, Craig Warnock

Date:

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**BARRET REYKDAL**

Date:

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**S. WILLIAM JOHNSON**

Date:

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**HALLDOR KRISTJANSSON**

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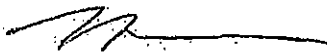
**MILLER THOMSON LLP**  
Lawyers for 424187 Alberta Ltd

Date:

**LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP**  
Lawyers for the Defendants, Gordon J. Reykdal and Edward  
McClelland

Date:

*Sept 22/15*



**CRAWLEY MACKEWN BRUSH LLP**  
Lawyers for the Defendant, Craig Warnock

Date:

**BARRET REYKDAL**

Date:

**S. WILLIAM JOHNSON**

Date:

**HALLDOR KRISTJANSSON**

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Lawyers for 424187 Alberta Ltd

Date:

**LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP**  
Lawyers for the Defendants, Gordon J. Reykdal and Edward McClelland

Date:

**CRAWLEY MACKEWN BRUSH LLP**  
Lawyers for the Defendant, Craig Warnock

Date: *Sept 22/15*

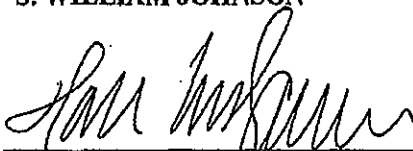


**BARRET REYKDAL**

Date:

**S. WILLIAM JOHNSON**

Date: *Sept 22/15*



**HALLDOR KRISTJANSSON**

## Signature page to Settlement Agreement

Date:

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MILLER THOMSON LLP  
Lawyers for 424187 Alberta Ltd

Date:

---

LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP  
Lawyers for the Defendants, Gordon J. Reykdal and Edward  
McClelland

Date:

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CRAWLEY MACKEWN BRUSH LLP  
Lawyers for the Defendant, Craig Warnock

Date:

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BARRET REYKDAL

Date:

---

*S. William Johnson*  
S. WILLIAM JOHNSON

Date:

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HALLDOR KRISTJANSSON

Signature page to Settlement Agreement

Date: *Sept 23 / 2015*

*Blake Casels & Graydon LLP per [Signature]*  
BLAKE, CASSELS & GRAYDON LLP  
Lawyers for the Defendants, Nancy Bland and Michael Thompson

**SCHEDULE A**

1. *Globis Capital Partners, L.P. v. The Cash Store Financial Services Inc. et al.*, Southern District of New York, Case 13 Civ. 3385 (VM)
2. *Fortier v. The Cash Store Financial Services, Inc. et al.*, Ontario Superior Court of Justice, Court File No. CV-13-481943-00CP
3. *Hughes v. The Cash Store Financial Services, Inc. et al.*, Alberta Court of Queen's Bench, Court File No. 1303 07837
4. *Dessis v. The Cash Store Financial Services, Inc. et al.*, Quebec Superior Court, No: 200-06-000165-137
5. *The Cash Store Financial Services, Inc. v. Gordon Reykdal et al.*, Ontario Superior Court of Justice, Court File No. CV-14-10772-00CL
6. *Timothy Yeoman v. Gordon J. Reykdal et al.*, Ontario Superior Court of Justice, Court File No. 4171/14
7. *Timothy Yeoman v. The Cash Store Financial Services Inc. et al.*, Ontario Superior Court of Justice, Court File No. 7908/12 CP
8. *Bodnar et al. v. The Cash Store Financial Services Inc. et al.*, Supreme Court of British Columbia, Vancouver Reg. No. S041348
9. *Stewart v. The Cash Store Financial Services Inc. et al.*, Supreme Court of British Columbia, Vancouver Reg. No. S154924
10. *Stewart v. The Cash Store Financial Services Inc. et al.*, Supreme Court of British Columbia, Vancouver Reg. No. S126361
11. *Tschritter et al. v. The Cash Store Financial Services Inc. et al.*, Alberta Court of Queen's Bench, Calgary Reg. No. 0301-16243
12. *Efthimiou v. The Cash Store Financial Services Inc. et al.*, Alberta Court of Queen's Bench, Calgary Reg. No. 1201-11816
13. *Meeking v. The Cash Store Financial Services Inc. et al.*, Manitoba Court of Queen's Bench, Winnipeg Reg. No. CI 10-01-66061
14. *Rehill v. The Cash Store Financial Services Inc. et al.*, Manitoba Court of Queen's Bench, Winnipeg Reg. No. CI 12-01-80578
15. *Ironbow v. The Cash Store Financial Services Inc. et al.*, Saskatchewan Court of Queen's Bench, Saskatoon Reg. No. 1452 of 2012
16. *Ironbow v. The Cash Store Financial Services Inc. et al.*, Saskatchewan Court of Queen's Bench, Saskatoon Reg. No. 1453 of 2012

**SCHEDULE B****Form of Plan of Compromise and Arrangement**

**(omitted)**



**SCHEDULE C****CLAIMS NOT RELEASED BY D&O DEFENDANTS**

1. Craig Warnock's claim (if any) for compensation in respect of any and all damages or losses he may have suffered arising from his employment by and termination from The Cash Store Financial Services Inc., which may include but not be limited to claims for compensation in respect of pay in lieu of notice of termination, severance pay and/or the loss of benefits or other entitlements, howsoever arising, whether common law or statutory.
2. Michael Thompson's claim (if any) for compensation in respect of any and all damages or losses he may have suffered arising from his employment by and termination from The Cash Store Financial Services Inc., which may include but not be limited to claims for compensation in respect of pay in lieu of notice of termination, severance pay and/or the loss of benefits or other entitlements, howsoever arising, whether common law or statutory.

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**TAB D**

**SCHEDULE D****Plan of Allocation for Securities Class Action Distributions  
to Securities Class Action Class Members**

*Re Cash Store Financial Services*  
Court File No. CV-14-10518-00CL

and

*Fortier v The Cash Store Financial Services Inc. et al*  
Court File No. CV-13-481943-00CP

**PLAN OF ALLOCATION**  
**Distribution of Class Compensation Fund to Class Members**

1. The following definitions apply in this Plan of Allocation:
  - a. **ACB** means the adjusted cost base per security for the purchase/acquisition of Eligible Securities, calculated as the purchase/acquisition price per Share or face amount of Notes, including any commissions paid in respect thereof.
  - b. **Cash Store** means The Cash Store Financial Services, Inc.
  - c. **Claim Form** means a written claim in the prescribed form seeking compensation from the Class Compensation Fund.
  - d. **Claimant** means any person making a claim as purporting to be a Class Member or on or behalf of a Class Member, with proper authority (as determined by the Claims Administrator or Class Counsel).
  - e. **Claims Administrator** means RicePoint Administration, Inc.
  - f. **Class Compensation Fund** means the Class Settlement Amount less Class Counsel Fees, and all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable relating to approval, implementation and administration of the settlement including costs, fees, and expenses of notice to class members, and the fees, disbursements and taxes paid to the Claims Administrator for administration of the Class Settlement Amount, and any other expenses ordered by the courts.
  - g. **Class Counsel** means Siskinds LLP, Kirby McInerney LLP, and Hoffner PLLC.
  - h. **Class Counsel Fees** means the aggregate fees and disbursements (including taxes) of Class Counsel, Goodmans LLP, The Analysis Group, and Paul Hastings LLP.
  - i. **Class Member(s)** has the meaning ascribed to “Securities Class Action Class Members” in the Plan.
  - j. **Class Period** means the time between November 24, 2010 and February 13, 2014, inclusive.
  - k. **Class Settlement Amount** means CAD \$13,779,167 plus any accrued interest.

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- l. **Eligible Securities** means Shares or Notes acquired by a Class Member during the Class Period. The date of purchase or acquisition shall be the trade date and not the settlement date.
- m. **Excluded Claim** means any of the following:
  - i. a claim in respect of a purchase or acquisition of securities that are not Eligible Securities;
  - ii. a claim by or on behalf of any Excluded Person; or
  - iii. a claim by or on behalf of any Third Party Lender.
- n. **Excluded Person(s)** has the meaning ascribed to it in the Plan.
- o. **LIFO** means the method applied to the holdings of Class Members who made multiple purchases/acquisition or sales such that sales of securities will be matched first against the most recent Cash Store common stock or Notes purchased during the relevant period that have not already been matched to sales under LIFO, and then against prior purchases/acquisitions in backward chronological order, until the beginning of the Class Period. A purchase/acquisition or sale of Cash Store common stock or Notes shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. However, for Shares that were put to investors pursuant to put options sold by those investors, the purchase of the Shares shall be deemed to have occurred on the date that the put option was sold, rather than the date on which the stock was subsequently put to the investor pursuant to that option. The proceeds of any put option sales shall be offset against any losses from Shares that were purchased as a result of the exercise of the put option.
- p. **Note(s)** means Cash Store’s 11.5% Senior Secured Notes due January 31, 2017.
- q. **Note Claim** means a claim by a Claimant arising from the acquisition of Notes.
- r. **Note Inflation Period** means the periods of artificial inflation applicable to Notes as found in Table B.
- s. **Plan** means the Plan of Compromise and Arrangement pursuant to the *Companies’ Creditors Arrangement Act* concerning, affecting and involving 1511419 Ontario Inc., formerly known as The Cash Store Financial Services Inc., et al, dated ●, 2015.
- t. **Recognized Loss** means a Claimant’s nominal damages as calculated pursuant to the formula set forth herein, and which forms the basis for each Claimant’s *pro rata* share of the Class Compensation Fund.
- u. **Sale Price** means the price at which the Claimant disposed of Shares or Notes, taking into account any commissions paid in respect of the disposition, such that the Sale Price reflects the economic benefit the Claimant received on disposition.
- v. **Share(s)** means shares of Cash Store common stock.

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- w. **Share Claim** means a claim by a Claimant arising from the acquisition of Shares.
- x. **Share Inflation** means the artificial inflation per Share as found in Table A.
- y. **Third Party Lender** means
  - i. Assistive Financial Corp., 0678786 BC Ltd. (formerly McCann Family Holding Corporation), 367463 Alberta Ltd., Trimor Annuity Focus Limited Partnership, Trimor Annuity Focus Limited Partnership #2, Trimor Annuity Focus Limited Partnership #3, Trimor Annuity Focus Limited Partnership #4, Trimor Annuity Focus Limited Partnership #6, Bridgeview Financial Corp., Inter-Pro Property Corporation (USA), Omni Ventures Ltd., FSC Abel Financial Inc., and/or L-Gen Management Inc., and any beneficial or entitlement holder of any of the foregoing;
  - ii. any other third party lender of the Applicants (as defined in the Plan) pursuant to a broker agreement or agreement analogous to a broker agreement, and any beneficial or entitlement holder of any of the foregoing;
  - iii. The subsidiaries, owners, affiliates, directors, officers, partners, legal representatives, consultants, agents, successors and assigns of anyone referenced in (i) or (ii) above, and all immediately family members of such persons;
  - iv. all trusts in which any of the persons referenced in (i) or (ii) above is a trustee or beneficiary; and
  - v. all entities over which any of the persons or entities referenced in (i) through (iv) above had legal or de facto control during the Class Period.

2. The Claims Administrator shall distribute the Class Compensation Fund as set out below.

#### **Objective**

3. The objective of this Plan of Allocation is to equitably distribute the Class Compensation Fund among Class Members that submit valid and timely claims for Eligible Securities.

#### **Deadline for Claims**

4. Any person that wishes to claim compensation from the Class Compensation Fund shall deliver to or otherwise provide the Claims Administrator a Claim Form by January 8, 2016 or such other date set by the Court. If the Claims Administrator does not receive a Claim Form from a Claimant by the deadline, then the Claimant shall not be eligible for any compensation whatsoever from the Class Compensation Fund. Notwithstanding the foregoing, the Claims Administrator shall have the discretion to permit otherwise-valid late

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claims without further order of the Court, but only if doing so will not materially delay the distribution of the Class Compensation Fund.

### **Processing Claim Forms**

5. The Claims Administrator shall review each Claim Form and verify that the Claimant is eligible for compensation from the Class Compensation Fund, as follows:
  - a. For a Claimant claiming as a Class Member, the Claims Administrator shall be satisfied that (i) the Claimant is a Class Member; and (ii) the claim is not an Excluded Claim.
  - b. For a Claimant claiming on behalf of a Class Member or a Class Member's estate, the Claims Administrator shall be satisfied that (i) the Claimant has authority to act on behalf of the Class Member or the Class Member's estate in respect of financial affairs; (ii) the person or estate on whose behalf the claim was submitted was a Class Member; and (iii) the claim is not an Excluded Claim.
  - c. The Claimant has provided all supporting documentation required by the Claim Form or alternative documentation acceptable to the Claims Administrator.
6. The Claims Administrator shall ensure that claims for compensation in the Claim Form are made only in respect of Eligible Securities.
7. The Claims Administrator shall take reasonable measures to verify that the Claimants are eligible for compensation and that the information in the Claims Forms is accurate. The Claims Administrator may make inquiries of the Claimants in the event of any concerns, ambiguities or inconsistencies in the Claim Forms.

### **Allocation of Class Compensation Fund**

8. Only Claimants that the Claims Administrator has determined to be eligible for compensation pursuant to paragraphs 5-7 are entitled to recover compensation from the Class Compensation Fund. For greater certainty, a Claimant that is a Third Party Lender is not eligible or entitled to recover compensation from the Class Compensation Fund.

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9. Only claims in respect of Eligible Securities are entitled to receive compensation from the Class Compensation Fund.

10. The Class Compensation Fund shall be apportioned as follows:

- a. 64.621% of the aggregate amount available for distribution in the Class Compensation Fund shall be allocated to Note Claims and shall be distributed to the eligible Claimants in accordance with the terms set out herein (the "Note Fund"); and
- b. 35.379% of the aggregate amount available for distribution in the Class Compensation Fund shall be allocated to Share Claims and shall be distributed to the eligible Claimants in accordance with the terms set out herein (the "Share Fund").

(Each of the Share Fund and Note Fund are referred to as a "Securities Fund").

11. As soon as possible after (i) all timely Claim Forms have been processed (or those otherwise-valid late Claim Forms that the Claims Administrator has exercised its discretion to permit); (ii) the time to request a reconsideration for disallowed claims under paragraph 28-29 has expired; and (iii) all administrative reviews under paragraphs 30-31 have concluded, the Claims Administrator shall determine the Recognized Loss for Share Claims and Note Claims of each eligible Claimant as follows, subject to the Additional Rules set out at paragraphs 15-21:

- a. Purchase/acquisition and sale amounts in currencies other than Canadian dollars will be converted to equivalent Canadian dollar amounts using the publicly available currency exchange rate at the close of business on March 31, 2014.
- b. The ACB for Shares and/or Notes purchased/acquired is determined using LIFO;
- c. The Recognized Loss per Share for Share Claims is calculated as follows, with reference to the Share Inflation as set out in Table A at paragraph 12:



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<b>Time of Sale or Disposition of Shares acquired during the Class Period</b>	<b>Recognized Loss</b>
November 24, 2010 to February 13, 2014	The lesser of :  (the applicable purchase/acquisition date Share Inflation) - (applicable sale date Share Inflation)  and  (ACB – Sale Price)
February 14 to April 11, 2014	The lesser of :  the applicable purchase/acquisition date Share Inflation  and  (ACB – Sale Price)
After close of trading on April 11, 2014 or still held	The lesser of:  the applicable purchase/acquisition date Share Inflation  and  (ACB– CAD\$0.32)

- d. The Recognized Loss per face amount of Notes for Note Claims is calculated as set out below. Notwithstanding anything in this paragraph, however, the Recognized Loss for Notes that were acquired and disposed of during the same Note Inflation Period in Table B will be \$0.00 for those Notes.

<b>Time of Sale or Disposition of Notes</b>	<b>Recognized Loss</b>
On or prior to February 13, 2014	(ACB – Sale Price)
After February 13, 2014 or still held	<b>For Notes acquired between September 20, 2013 and February 13, 2014, the lesser of:</b>  (ACB – Sale Price) x 0.40  and  (ACB - \$211.25) x 0.40

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	<p><b>For Notes acquired before September 20, 2013:</b></p> <p>(ACB – \$484.50) plus the lesser of:</p> <p>(\$484.50 – Sale Price) x 0.40</p> <p>and</p> <p>(\$484.50 - \$211.25) x 0.40</p>
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12. The applicable Share Inflation rates are as follows:

<b>TABLE A – SHARE INFLATION</b>	
<b>Purchase/Acquisition or Sale Date Range</b>	<b>Artificial Inflation Per Share</b>
November 24, 2010 – August 31, 2011	CAD\$0.25
September 1, 2011 – January 23, 2012	CAD\$0.39
January 24, 2012 – December 9, 2012	CAD\$1.30
December 10, 2012 – September 19, 2013	CAD\$0.39
September 20, 2013 – February 13, 2014	CAD\$0.14
After February 13, 2014	CAD\$0.00

The applicable Note Inflation Periods are as follows:

<b>TABLE B – NOTE INFLATION PERIODS</b>	
Inflation Period 1	January 24, 2012 – December 9, 2012
Inflation Period 2	December 10, 2012 – September 19, 2013
Inflation Period 3	September 20, 2013 – February 13, 2014

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13. As soon as is practicable thereafter, the Claims Administrator shall
- a. allocate the Note Fund on a *pro-rata* basis to eligible Claimants based upon each Claimants' Recognized Loss in relation to Notes; and
  - b. allocate the Share Fund on a *pro-rata* basis to eligible Claimants based upon each Claimant's Recognized Loss in relation to Shares.
14. The Claims Administrator shall make payments to the eligible Claimants based on the allocation under paragraph 13, subject to the Additional Rules in the following section.

#### **Additional Rules**

15. The Claims Administrator shall not make payments to Claimants whose *pro rata* entitlement under this Plan of Allocation is less than CAD\$10.00. Such amounts shall instead be allocated *pro rata* to other eligible Claimants in accordance with the procedure set out in paragraphs 22-23.
16. The Recognized Loss for any particular disposition of Eligible Securities shall be no less than zero (CAD\$0.00); however, to the extent an eligible Claimant had an aggregate gain from his, her or its transactions in Eligible Securities, the value of his, her or its total Recognized Loss will be zero (CAD\$0.00).
17. To the extent that an eligible Claimant suffered an overall loss on transactions in Eligible Securities, but the loss was less than the Recognized Loss calculated above, then the Recognized Loss shall be limited to the amount of the actual loss.
18. There shall be no Recognized Loss on (a) short sales of Cash Store securities during the Class Period or (b) purchases/acquisitions during the Class Period that were used to cover short sales; however, any and all aggregate gains resulting from any short sales shall be offset against Recognized Losses on other transactions by the Claimant.
19. The receipt or grant by gift, devise or inheritance of Shares or Notes during the Class Period shall not be deemed to be a purchase or acquisition of Shares or Notes for the calculation of a Claimant's Recognized Loss if the person from which the Shares or Notes were acquired did not themselves acquire the Shares or Notes during the Class Period, nor shall it be deemed an

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assignment of any claim relating to the purchase or acquisition of such Shares or Notes unless specifically provided in the instrument or gift or assignment.

20. Shares or Notes transferred between accounts belonging to the same Claimant during the Class Period shall not be deemed to be Eligible Securities for the purpose of calculating Recognized Loss unless those Shares or Notes were initially purchased by the Claimant during the Class Period. The ACB for such securities shall be calculated based on the price initially paid for the Eligible Securities.
21. The Claims Administrator shall make payment to an eligible Claimant by either bank transfer or by cheque to the Claimant at the address provided by the Claimant or the last known postal address for the Claimant. If, for any reason, a Claimant does not cash a cheque within six months after the date on which the cheque was sent to the Claimant, the Claimant shall forfeit the right to compensation and the funds shall be distributed in accordance with paragraphs 22-23.

#### **Remaining Amounts**

22. If any funds remain in the Class Compensation Fund by reason of uncashed distributions or otherwise, then after the Claims Administrator has made reasonable and diligent efforts to have eligible Claimants cash their distributions, any balance remaining in the Class Compensation Fund six (6) months after the initial distribution of such funds shall be redistributed to Claimants who have cashed their initial distributions and would receive at least \$10.00 on such additional redistribution in a manner consistent with this Plan of Allocation. Such payment will be made, first, to eligible Claimants within the same Securities Fund in which there is a balance remaining. After such time that all eligible Claimants in a particular Securities Fund have received distributions amounting to their Recognized Loss, then any remaining balance allocated to that Securities Fund shall be distributed to eligible Claimants in the other Securities Fund in a manner consistent with this Plan of Allocation.
23. Class Counsel shall, if feasible, continue to reallocate any further balance remaining in the Class Compensation Fund after the redistribution is completed among eligible Claimants in the same manner and time frame as provided for above. In the event that Class Counsel

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determine that further redistribution of any balance remaining (following the initial distribution and redistribution) is no longer feasible, thereafter, Class Counsel shall donate the remaining funds, if any, to a non-sectarian charitable organization(s) certified under the United States Internal Revenue Code § 501(c)(3) or Canadian charity or other non-profit group to be designated by Class Counsel and approved by the Courts.

### **Completion of Claim Form**

24. If a living Class Member is unable to complete the Claim Form then it may be completed by the Class Member's personal representative or a member of the Class Member's family.

### **Irregular Claims**

25. The claims process is intended to be expeditious, cost effective and "user friendly" and to minimize the burden on claimants. The Claims Administrator shall, in the absence of reasonable grounds to the contrary, assume the class member to be acting honestly and in good faith.

26. Where a Claim Form contains minor omissions or errors, the Claims Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Claims Administrator.

27. The claims process is also intended to prevent fraud and abuse. If, after reviewing any Claim Form, the Claims Administrator believes that the claim contains unintentional errors which would materially exaggerate the Recognized Loss to be awarded to the claimant, then the Claims Administrator may disallow the claim in its entirety or make such adjustments so that an appropriate Recognized Loss is awarded to the claimant. If the Claims Administrator believes that the claim is fraudulent or contains intentional errors which would materially exaggerate the Recognized Loss to be awarded to the claimant, then the Claims Administrator shall disallow the claim in its entirety.

28. Where the Claims Administrator disallows a claim in its entirety, the Claims Administrator shall send to the Claimant at the address provided by the Claimant or the Claimant's last known email or postal address, a notice advising the Claimant that he, she, or it may request the Claims Administrator to reconsider its decision. For greater certainty, a Claimant is not

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entitled to a notice or a review where a claim is allowed but the Claimant disputes the determination of Recognized Loss or his or her individual compensation.

29. Any request for reconsideration must be received by the Claims Administrator within 21 days of the date of the notice advising of the disallowance. If no request is received within this time period, the Claimant shall be deemed to have accepted the Claims Administrator's determination and the determination shall be final and not subject to further review by any court or other tribunal.
30. Where a Claimant files a request for reconsideration with the Claims Administrator, the Claims Administrator shall advise Class Counsel of the request and conduct an administrative review of the Claimant's complaint.
31. Following its determination in an administrative review, the Claims Administrator shall advise the Claimant of its determination. In the event the Claims Administrator reverses a disallowance, the Claims Administrator shall send the Claimant at the Claimant's last known postal address, a notice specifying the revision to the Claims Administrator's disallowance.
32. The determination of the Claims Administrator in an administrative review is final and is not subject to further review by any court or other tribunal.
33. Any matter not referred to above shall be determined by analogy by the Claims Administrator in consultation with Class Counsel.

# TAB E

**SCHEDULE E****Litigation Counsel Retainer****(Contingency Fee Retainer Agreement for Litigation Counsel)**



**CONTINGENCY FEE RETAINER AGREEMENT**

This contingency fee retainer agreement is made as of November 14, 2014, and is made:

**B E T W E E N:**

**Thornton Groux Finnigan LLP**  
Canadian Pacific Tower  
Toronto-Dominion Centre  
100 Wellington Street West, Suite 3200  
Toronto, ON M5K 1K7  
Tel: 416-304-1616  
Fax: 416-304-1313


(“TGF”)

- and -

**Voorheis & Co. LLP**  
333 Bay Street, Suite 810  
Toronto, ON M5H 2R2  
Tel: 416-947-1400  
Fax: 416-947-1256

(“VCo”)

-and-

**William E. Aziz,**  
in his capacity as Chief Restructuring Officer (“CRO”) of  
The Cash Store Financial Services Inc., The Cash Store Inc.,  
TCS Cash Store Inc., Instalozans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and  
1693926 Alberta Ltd. doing business as “The Title Store”  
15511 123 Avenue  
Edmonton, AB T5V 0C3  


(the “Client”)

**Joint Retainer**

1. The Client is jointly retaining TGF and VCo (together, "Counsel") to provide litigation advice and services in respect of certain claims and potential claims of the Client as outlined below. The Client agrees that the Contingency Fee set out herein for work undertaken by Counsel on the Client's behalf shall be divided between Counsel in proportion to the work done and responsibilities assumed.

**Scope of Retainer**

2. Counsel is being retained to provide litigation advice and services in respect of certain claims and potential claims of the Client against certain former directors and officers, professional advisors, counter-parties and other third parties for a number of causes of action including but not limited to negligence, malfeasance, oppression, breach of fiduciary and statutory duties, breach of contract, knowing assistance and knowing receipt in connection with the operation of business of The Cash Store Financial Services Inc. ("CSF") including its related, affiliated and investee companies, CSF's public disclosure including its audited and unaudited financial statements, certain related party transactions, CSF's January 2012 purchase of a loan portfolio from third party lenders ("TPLs"), the valuation of the loan portfolio, CSF's issuance of \$132.5 million aggregate principal amount of Senior Secured Notes and related disclosures, the payment of retention payments to TPLs, CSF's regulatory compliance and such further and other matters as may be agreed between the CRO and Counsel (together, the "Claims").

### Instructions

3. Counsel is authorized to act for the Client in this engagement on the reasonable instructions of the CRO, or such other person the CRO may advise Counsel in writing as authorized to instruct Counsel.

### Choice of Contingency Retainer

4. In representing the Client's interests in respect of the Claims, Counsel will be incurring a significant amount of time and out-of-pocket expenses for and on behalf of the Client. In retaining the services of counsel, the Client has the option of retaining solicitors by way of an hourly rate retainer, whereby each hour or portion of an hour spent by the solicitor on the Client's file is charged at a specified hourly rate. Hourly rates vary among solicitors and the Client can consult other solicitors to compare rates. The hourly rates charged by Counsel, as at October 2014, are as follows:

John Finnigan, called to the Ontario Bar 1984	\$900/hour
John Porter, called to the Ontario Bar 1984	\$900/hour
Megan Keenberg, called to the Ontario Bar 2007	\$500/hour
Deborah Palter, called to the Ontario Bar 1996	\$625/hour
Wes Voorheis, called to the Ontario Bar 1979	\$1,150/hour
Michael Woolcombe, called to the Ontario Bar 1996	\$985/hour
Shane Priemer, called to the Ontario Bar 2004	\$600/hour
Lawyers with four to six years experience	\$375 to \$475/hour
Lawyers with one to three years experience	\$275 to \$350/hour
Law Clerks	\$275/ hour

5. Notwithstanding that the Client has been advised of the hourly rates charged by Counsel, and notwithstanding that the Client has had the opportunity to compare the hourly rates charged by Counsel with the hourly rates charged by other solicitors, the Client has

chosen to retain Counsel, jointly, by way of a contingency fee agreement. The Client understands and acknowledges that all the usual protections and controls on retainers between a solicitor and a client, as defined by the Law Society of Upper Canada and the common law, apply to this Contingency Fee Retainer Agreement. The Client understands that hourly rates are subject to increase on January 1 each year. The Clients will be notified in writing of any hourly rate increases before such increases take effect.

#### **Amount of Contingency Fee**

6. The contingency fee paid by the Client to Counsel is equal to 33.33% of all amounts recovered on behalf of the Client for all damages and losses, including interest thereon, arising from any of the pursued Claims, excluding taxes and disbursements (the "Contingency Fee"), regardless of the source of recovery whether by way of settlement of the Client's Claims, or by way of a judgment following a trial.

#### **Distribution of Litigation Proceeds**

7. The proceeds of any settlement or final order of the Court on any prosecuted Claims (the "Litigation Proceeds") shall be distributed as follows:
  - (a) Counsel will not be entitled to any payment in respect of fees unless or until Litigation Proceeds are received by the Client, subject to the termination provisions of this Agreement set out below.

- (b) The Client will be responsible for paying all reasonable disbursements and all applicable taxes as they are incurred. Any Litigation Proceeds that are specifically allocated to disbursements will be paid to the Client as reimbursement.
  - (c) Any Litigation Proceeds that are specifically allocated to costs will be paid to Counsel and credited against the Contingency Fee.
  - (d) Any Litigation Proceeds that are not specifically designated as allocations for costs or disbursements shall be included in the damages and interest award to which the Contingency Fee applies.
  - (e) Counsel will be paid the Contingency Fee plus HST on the remainder of the Litigation Proceeds allocated to damages, losses and interest.
  - (f) The remainder of the Litigation Proceeds will be paid to the Client.
8. By way of example, and for illustrative purposes only, we offer the following sample calculation. Suppose, after trial, a court ordered an award to the Client as follows:

Damages	\$20,000,000
Interest	\$2,000,000
Costs	\$2,500,000
Disbursements	\$500,000
Grand Total	<u>\$25,000,000</u>

9. The Contingency Fee would be applied to the \$20,000,000 damages award and the \$2,000,000 interest award (i.e., 33.33% of \$22,000,000, being \$7,332,600). The \$2,500,000 costs award (which is assumed for this illustration to include HST) would be

paid to Counsel and credited against the Contingency Fee. In this example, \$2,500,000 in costs will be paid to Counsel directly by an adverse party or parties, and credited against the Contingency Fee of \$7,332,600, reducing the amount payable by the Client to Counsel from \$7,332,600 to \$4,832,600. The Client would be responsible for paying all applicable taxes on this amount to Counsel. In this example 13% HST would be applied to the Fee of \$4,832,600 for a total payment of \$5,460,838. The Contingency Fee will be divided as between TGF and VCo as they determine. The remainder of the Litigation Proceeds will be paid to the Client. The \$500,000 disbursement award would be paid directly to the Client as reimbursement for disbursement costs incurred and paid. In this example, the Client's total recovery would be \$19,539,162 being \$25,000,000 less the Contingency Fee (plus tax) of \$5,460,838.

10. It is agreed that Counsel shall not recover more in fees than the Client recovers as damages or by way of settlement.

#### **Costs Awards/ Contributions**

11. The Client may be awarded costs by adverse or other parties, in addition to any monetary award for damages and interest. Unless otherwise ordered by a judge, the Client is entitled to receive any costs contribution or award, on a partial indemnity scale or a substantial indemnity scale, payable by an adverse party. By executing this Contingency Fee Retainer Agreement, the Client authorizes and directs that all funds claimed by Counsel for fees and costs shall be paid to Counsel in trust from any Litigation Proceeds. The amount of the Contingency Fee payable to Counsel shall exclude any amount

awarded and collected or agreed to that is separately specified as being in respect of costs.

12. During the course of the litigation proceedings contemplated under this Agreement, motions may be brought in court on the Client's behalf or defended on the Client's behalf. In the event that the Court awards costs to be paid to the Client by an adverse party, Counsel will render an interim account and any account so rendered will be paid to Counsel and credited to the Contingency Fee that will be charged to the Client.

#### **Client Obligations**

##### ***Disbursements***

13. It is agreed that the Client will be responsible for all reasonable disbursements over the course of the file, as they are incurred, subject to potential reimbursement by an adverse party or parties as set out above in the event of recovery of a specified disbursement award.

##### ***Adverse Costs Awards and Security for Costs***

14. In the event that costs of other parties are awarded against the Client or against Counsel, those costs are solely the responsibility of the Client and not the responsibility of Counsel. The Client will also bear the sole responsibility for the satisfaction of any orders of the Court requiring payment into court for security for costs.

*Litigation Trust Account*

15. To provide some assurance in regards to the obligations referred to in paragraphs 13 and 14 of this Agreement, the Client will, as required to fund these obligations and in any event by not later than March 31, 2015, fund a trust account with \$1,000,000 (the "Litigation Trust Account") which will be available to (i) pay disbursements and taxes thereon; (ii) pay any adverse costs awards against the Client or Counsel, and (iii) satisfy any orders or agreements to provide security for costs in respect of the prosecuted Claims. Any balance in the Litigation Trust Account will be returned to the Client at the conclusion of the prosecuted Claims.
16. In connection with any contemplated distributions by the Client to its creditors of its existing assets or any Litigation Proceeds that the Client hereafter receives from time to time, the Client and the CRO will consult with Counsel and endeavour in good faith to ensure that the Client holds back and retains, either in its own account or in the Litigation Trust Account, an appropriate amount of cash to satisfy the Client's then reasonably anticipated obligations in relation to future disbursements, possible cost awards and any existing or possible orders for security for costs.

*Alternative Funding Arrangements*

17. As an alternative to the obligations set forth in paragraphs 15 and 16 of this Agreement, the CRO, should he determine it to be appropriate and in the best interests of the Client and its stakeholders, shall have the discretion at any time to negotiate and implement arrangements with one or more third parties (which, for clarity, may include members of



the Ad Hoc Committee of Cash Store Noteholders) whereby that party or parties will fund all disbursements, will indemnify the Client and Counsel for adverse cost awards and will fund a payment into court (or otherwise provide appropriate security for) any amount ordered by the Court to be posted as security for costs. Any such alternative arrangements must be acceptable to Counsel, acting reasonably, and the costs of obtaining these arrangements will be paid by the Client (and may include, at the CRO's discretion, a participation in the Client's share of future Litigation Proceeds). In the event such alternative arrangements are implemented in relation to all of the Client's aforementioned obligations, any balance remaining in the Litigation Trust Account will be returned to the Client.

#### **Right to Assess Solicitor's Bill**

18. The Client has the right to ask the Superior Court of Justice to review and approve the bill submitted to the Client by Counsel if payment of their fees and disbursements is made by way of this Contingency Fee Retainer Agreement. Should the Client wish to exercise this right, the Client may apply to the Superior Court of Justice for an assessment of the solicitor's bill rendered in respect of this Contingency Fee Retainer Agreement within six months after its delivery.

#### **Termination of this Contingency Fee Retainer Agreement**

19. The parties may mutually agree at any time during the course of Counsel's representation of the Client, by written agreement between the Client and Counsel, to terminate this Contingency Fee Retainer Agreement and to enter into an hourly rate retainer agreement.

In that event, the terms of this Agreement no longer apply to the calculation of fees to be charged by Counsel for the services performed by Counsel. Instead, Counsel will charge the Client on an hourly rate for all the work they have already done on the Client's behalf from the inception of the file and all the work Counsel will continue to do on the Client's behalf to the completion of the file, either by way of settlement or by way of judgment after trial, based on the hourly rates set out in paragraph 4 of this Agreement (as such rates may be increased in accordance with paragraph 5).

20. In the event of a termination for cause by the Client, or a termination by Counsel, Counsel will be paid (a) a percentage of any Litigation Proceeds that the Client thereafter becomes entitled to, not to exceed 33.33%, to be determined by the CRO, after consultation with Counsel regarding same, based on the contribution made by Counsel to the realization of those Litigation Proceeds prior to termination; and (b) all disbursements incurred by Counsel prior to the termination and all taxes exigible on fees and disbursements. For these purposes, cause shall mean a failure by Counsel to reasonably pursue the Claims in a diligent and responsible manner which failure has materially harmed the Client and continues after reasonable notice thereof from the CRO to Counsel. Any dispute as to whether the Client had cause for termination, or as to the entitlement of Counsel to any Litigation Proceeds based on their contribution (as contemplated by paragraph 20 or 21 of this Agreement), will be submitted to a single, mutually appointed arbitrator in Ontario, pursuant to the *Arbitration Act* (Ontario) for final and binding arbitration.

21. In the event of a termination other than for cause by the Client, Counsel will be paid the greater of (a) the amount calculated by multiplying the time spent working on the Claims to the termination date by Counsel's usual hourly rates for the lawyers involved plus disbursements and all applicable taxes; and (b) 33.33% of any Litigation Proceeds that the Client becomes entitled to within twenty-four (24) months following the termination date, together with a percentage of any Litigation Proceeds that the Client becomes entitled to more than twenty-four (24) months following the termination date, not to exceed 33.33%, to be determined by the CRO, after consulting the Counsel regarding same, based on the contribution made by Counsel to the realization of those Litigation Proceeds prior to termination. In the event of a termination other than for cause by the Client, Counsel will also be paid all outstanding disbursements incurred by Counsel prior to the termination date and all taxes exigible on fees and disbursements.
22. Any termination of this Agreement by Counsel will be done in compliance with the applicable rules and regulations under the *Solicitors Act* and the Rules of Professional Conduct.
23. For the purposes of these termination provisions, the Client agrees to promptly provide Counsel with any judgment, order or settlement documents awarded or entered into at any time before or after any termination of this Agreement.
24. Until such time as all bills, accounts, disbursements and expenses have been paid to Counsel by the Client, Counsel retains a solicitor's lien on the Client's file, and will only release the file to a new solicitor upon satisfactory arrangements being made for the

protection and payment of the accounts of Counsel from any settlement or judgment after trial.

25. Unless otherwise terminated in accordance with the provisions set forth herein, this engagement ends when Counsel's work on the engagement is completed and the final account is rendered.

#### Acknowledgments by Counsel

26. Counsel acknowledges and agrees that the prosecution of any Claims against former directors and officers of the Client shall be conducted in a manner that the CRO determines is not adverse to certain agreed upon claims currently being pursued on behalf of CSF shareholders and noteholders and the insurance that is responsive thereto.
27. Counsel also acknowledges and agrees that nothing in this Agreement shall impair or affect in any way the ability of Client to advance and implement a plan of compromise or arrangement in the CCAA proceedings which proposes to settle and release any Claims against certain agreed upon parties as part of a global settlement proposal or otherwise, and on terms that may be approved by creditors and the court (a "CCAA Plan"), as the case may be, without the consent or participation of Counsel or any compensation therefor; provided that, where any of these particular Claims are settled in any such CCAA Plan following material and/or successful prosecution of such Claims by Litigation Counsel, then, following consultation among the CRO and Counsel,

compensation for Counsel in respect of any such Claims may be as proposed in any such CCAA Plan to be presented to creditors and the court for approval.

#### **No Recovery by Client**

28. In the event that no money is recovered by the Client by way of settlement or judgment, no fees shall be charged or billed to the Client by Counsel. As noted above, the Client remains responsible for the payment to Counsel of all reasonable disbursements as they are incurred, regardless of the outcome of the case. Further, in the event that any costs of other parties are awarded against the Client, those costs are the sole responsibility of the Client. Counsel will consult with the Client at various times during the course of litigation about the likelihood of the Claims being lost and no recovery obtained.

#### **Appeals**

29. The Client acknowledges that costs for an appeal of any judgment or order, or for services rendered for the collection of said judgment or order, are separate and apart from the services performed under this Agreement and are not covered by this Agreement. In the event of an appeal or in the event that collection on a judgment is necessary, a new retainer agreement shall be entered into between the Client and Counsel.

#### **Confidentiality**

30. Counsel undertakes not to disclose or misuse the Client's confidential information subject only to applicable law and professional rules of conduct.

**Conflicts**

31. While Counsel is engaged by the Client, Counsel will not act for another client whose interests conflict with the Client's interests in this matter, unless the Client consents. In this regard, provided that (i) the other matter is not the same as or related to any matter in which Counsel is currently representing the Client, and (ii) Counsel protects the Client's confidential information, the Client agrees not to object to Counsel's representation of another client in any engagement that is adverse to the Client's interests (including in litigation). Another client's interests will not normally be considered adverse to the Client's interests merely because the other client is a business competitor or is asserting legal positions that are inconsistent with legal positions asserted by the Client, or is adverse in interest to entities in which the Client has a relationship through ownership or otherwise.
  
32. The Client acknowledges that, after the Client is no longer a client of Counsel, that Counsel may represent other clients whose interests are adverse to the Client's, provided that Counsel protects the Client's confidential information.

**Compliance with Ontario Law**

33. This Agreement is made in compliance with the legislation and regulations governing contingency fee retainer arrangements in the Province of Ontario. By signing this Contingency Fee Retainer Agreement, the Client expressly consents to Counsel sending the Client commercial electronic messages, from time to time, in accordance with Canada's anti-SPAM legislation.


**Voluntary Execution**


34. By executing this Agreement, the Client acknowledges that it has had the opportunity to obtain independent legal advice and has nonetheless chosen to enter into this Agreement willingly and voluntarily without undue influence or coercion of any sort. The Client further confirms that by executing this Agreement that Client has had an opportunity to review the terms of the Agreement before signing and understands all the terms and conditions set out herein.

**Court Approval**

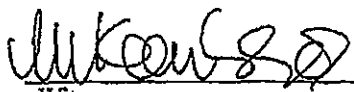
35. This Agreement is conditional on approval by the Court supervising the CCAA proceeding for Cash Store Financial Inc. Approval of this Agreement will be sought forthwith upon the execution of this Agreement by Counsel and the Client.

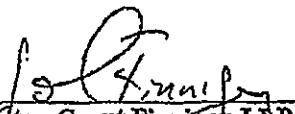
DATE: November 17, 2014

  
\_\_\_\_\_  
Witness  
Patrick Roster

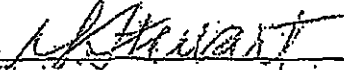
  
\_\_\_\_\_  
The Cash Store Financial Inc.  
Per: William E. Aziz  
Title: Chief Restructuring Officer


DATE: November 18, 2014

  
\_\_\_\_\_  
Witness  
M. KEENBERG

  
\_\_\_\_\_  
Thornton Grout Finnigan LLP  
Per: John Finnigan  
Title: Partner

DATE: November 17, 2014

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Voorhels & Co. LLP  
Per: Michael Woolcombe  
Title: Partner



AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 1511419 ONTARIO INC., FORMERLY KNOWN AS THE CASH STORE FINANCIAL SERVICES INC., 1545688 ALBERTA INC., FORMERLY KNOWN AS THE CASH STORE INC., 986301 ALBERTA INC., FORMERLY KNOWN AS TCS CASH STORE INC., 1152919 ALBERTA INC., FORMERLY KNOWN AS INSTALOANS INC., 7252331 CANADA INC., 5515433 MANITOBA INC., 1693926 ALBERTA LTD. DOING BUSINESS AS "THE TITLE STORE"

Applicants

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

Proceeding commenced at Toronto

**AFFIDAVIT OF WILLIAM E. AZIZ**  
(Sworn September 23, 2015)

**OSLER, HOSKIN & HARCOURT LLP**  
1 First Canadian Place  
P.O. Box 50  
Toronto, ON M5X 1B8

Tel: (416) 362-2111  
Fax: (416) 862-6666

Counsel for the Chief Restructuring Officer  
of the Applicants

**TAB 3**

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

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

THE HONOURABLE REGIONAL	)	WEDNESDAY, THE 30 <sup>TH</sup>
	)	
SENIOR JUSTICE MORAWETZ	)	DAY OF SEPTEMBER, 2015

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 1511419 ONTARIO INC., FORMERLY KNOWN AS THE CASH STORE FINANCIAL SERVICES INC., 1545688 ALBERTA INC., FORMERLY KNOWN AS THE CASH STORE INC., 986301 ALBERTA INC., FORMERLY KNOWN AS TCS CASH STORE INC., 1152919 ALBERTA INC., FORMERLY KNOWN AS INSTALOANS INC., 7252331 CANADA INC., 5515433 MANITOBA INC., 1693926 ALBERTA LTD. DOING BUSINESS AS "THE TITLE STORE"

APPLICANTS

**ORDER  
(MEETINGS 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 393 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of William E. Aziz sworn September 23, 2015 and the Exhibits attached thereto (the "**Aziz Affidavit**") and the Nineteenth 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 "**CRO**"), 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 sworn and filed:

Draft

**SERVICE**

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.

**DEFINITIONS**

2. **THIS COURT ORDERS** that, unless otherwise noted, capitalized terms shall be as defined in this Order, in the Plan of Compromise and Arrangement in respect of the Applicants (the “**Plan**”), which is attached as Exhibit A to the Aziz Affidavit, or in the Aziz Affidavit.

**MONITOR’S ROLE**

3. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under (i) the CCAA, (ii) the Initial Order, and (iii) any other Order of the Court, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Meetings Order.

4. **THIS COURT ORDERS** that: (i) in carrying out the terms of this Meetings Order, the Monitor shall have all the protections given to it by the CCAA, the Initial Order, or as an officer of the Court, including the stay of proceedings in its favour; (ii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Meetings Order, save and except for any gross negligence or wilful misconduct on its part; (iii) the Monitor shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants without independent investigation; and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

5. **THIS COURT ORDERS** that the Monitor and the Applicants are authorized to retain such agents as they deem to be advisable to assist them in connection with calling and conducting the Meetings, including with respect to the distribution of the Information Package, the identification of the applicable Affected Creditors and the solicitation of proxies from Persons entitled to vote at the Meetings.

### PLAN OF COMPROMISE AND ARRANGEMENT

6. **THIS COURT ORDERS** that the Plan be and is hereby accepted for filing with the Court, and that the Applicants are authorized to seek approval of the Plan by the Affected Creditors at the Meetings in the manner set forth herein.

7. **THIS COURT ORDERS** that the Applicants be and are hereby authorized to amend, modify and/or supplement the Plan, provided that any such amendment, modification or supplement shall be made in accordance with the terms of Article 11.4 of the Plan.

### NOTICE OF MEETINGS

8. **THIS COURT ORDERS** that each of the following, in substantially the forms attached to this Order as Schedules “A”, “B”, “C” “D” and “E”, respectively, are hereby approved:

- (a) the Applicant’s information statement (the “**Information Statement**”);
- (b) the form of notice of the Meetings and hearing for approval of the Sanction Order (the “**Notice of Meeting**”);
- (c) the form of proxy for the Senior Secured Lenders (the “**Senior Lender Proxy**”); and
- (d) the form voting instruction form for the Secured Noteholders (the “**Noteholder Voting Instruction Form**”); and
- (e) the form of Noteholder Proxy for use by Participant Holders (the “**Noteholder Proxy**” and, together with the Senior Lender Proxy, the “**Creditor Proxies**”),

(collectively, the “**Information Package**”).

9. **THIS COURT ORDERS** that, notwithstanding paragraph 8 above, but subject to paragraph 7, the Applicants and the Monitor, with the consent of the Ad Hoc Committee, may from time to time make such minor changes to the documents in the Information Package as the Applicants and the Monitor consider necessary or desirable or to conform the content thereof to the terms of the Plan, this Order or any further Orders of the Court.

10. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall cause a copy of the Information Package (and any amendments made thereto in accordance with paragraph 9 hereof) and this Order to be posted on the Monitor's website at <http://cfcanada.fticonsulting.com/cashstorefinancial> (the "**Monitor's Website**"). The Monitor shall ensure that the Information Package (and any amendments made thereto in accordance with paragraph 9 hereof) remains posted on the Monitor's Website until at least one (1) Business Day after the Plan Implementation Date. As soon as practicable after the granting of this Order, the Monitor shall also send copies of the Information Package by regular mail, facsimile, courier or e-mail to (i) all parties who have charges, security interests or claims evidenced by registrations pursuant to any personal property registry system in any Province in Canada (collectively, the "**PPSA Registrants**"), and (ii) Canada Revenue Agency and the ministry of finance or similar governmental agency for each Province in Canada (collectively, the "**Crown Agencies**").

11. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall use reasonable efforts to cause the Notice of Meeting to be published for a period of one (1) Business Day in The Globe and Mail (National Edition), The Edmonton Journal, The Australian (Australia) and The Daily Telegraph (UK) (the "**Newspaper Publication**"), provided that the Monitor shall be entitled to make such amendments or abridgments to the Notice of Meeting as are reasonable, in its discretion, for the purpose of publishing the Notice of Meeting in the foregoing newspapers.

#### **SECURED NOTEHOLDER SOLICITATION PROCESS**

12. **THIS COURT ORDERS** that the record date for the purposes of determining which Secured Noteholders are entitled to receive notice of the Secured Noteholders Meeting and vote at the Secured Noteholders Meeting with respect to their Secured Noteholder Claim shall be 5:00 p.m. (Toronto time) on September 28, 2015 (the "**Voting Record Date**"), without prejudice to the right of the Applicants, with the consent of the Monitor and the Ad Hoc Committee, to set any other record date or dates for the purpose of distributions under the Plan or other purposes.

13. **THIS COURT ORDERS** that, unless already provided, as soon as practicable after the granting of this Order, the Monitor shall send via email to the Indenture Trustee, an electronic copy of the Information Package (other than the Senior Lender Proxy) and the Indenture Trustee shall provide the Monitor with a list showing the names and addresses of all persons who are

registered holders of the Notes and hold the notes in physical form (the “**Physical Holders**”) and the principal amount of Secured Notes held by each Physical Holder as at the Voting Record Date (the “**Physical Holders List**”).

14. **THIS COURT ORDERS** that, unless already provided, as soon as practicable after the granting of this Order, the Applicants shall provide the Monitor with a list showing the names and addresses of all persons who are Depository participants (each a “**Participant Holder**”) and the principal amount of Secured Notes held by each Participant Holder as at the Voting Record Date (the “**Participant Holders List**”).

15. **THIS COURT ORDERS** that, upon receipt by the Monitor of the Participant Holders List or other information identifying Participant Holders, the Monitor shall promptly contact each Participant Holder to determine the number of Information Packages for Beneficial Noteholders such Participant Holder requires in order to provide one to each Beneficial Noteholder that has an account (directly or indirectly through an agent or custodian) with the Participant Holder, in which case each Participant Holder shall provide to the Monitor a response within three (3) Business Days of receipt of this information request.

16. **THIS COURT ORDERS** that:

- (a) Upon receiving from a Participant Holder the information referred to in paragraph 15, the Monitor shall send the Information Package(s) (other than the Senior Lender Proxy) to such Participant Holder via e-mail for distribution to the applicable Beneficial Noteholders by such Participant Holder;
- (b) As soon as practicable after receiving the Physical Holders List, the Monitor shall send the Information Package(s) (other than the Senior Lender Proxy) to such Physical Holders by regular mail, facsimile, courier or e-mail; and
- (c) As soon as practicable after the Applicants or the Monitor receives a request from any person claiming to be a Beneficial Noteholder, the Monitor shall send via email to such Beneficial Noteholder an electronic copy of the Information Package (other than the Senior Lender Proxy).

17. **THIS COURT ORDERS** that each Participant Holder shall within three (3) Business Days of receipt of an Information Package complete the information in item 1 of the Noteholder Voting Instruction Form for each Beneficial Holder on whose behalf it holds the Secured Notes and deliver to each such Beneficial Holder the Noteholder Voting Instruction Form and one copy of the Information Statement and the Notice of Meeting. The Participant Holder shall take any other action required to enable such Beneficial Noteholder to return to the Participant Holder a completed Noteholder Voting Instruction Form by October 28, 2015 (the “**Instruction Form Deadline**”). The Participant Holder shall verify the principal amount of Secured Notes held by such Beneficial Noteholder on the Voting Record Date as set forth on its Noteholder Voting Instruction Form and include that claim on the Participant Holder’s Noteholder Proxy for delivery to the Monitor as set out on the Noteholder Proxy by no later than the Voting Deadline.

18. **THIS COURT ORDERS** that where (i) a Participant Holder or its agent has a standard practice for distribution of meeting materials to Beneficial Noteholders and for the gathering of information and proxies or voting instructions from Beneficial Noteholders; (ii) the Participant Holder has discussed such standards practice in advance with the Monitor; and (iii) such standard practice is acceptable to the Monitor, such Participant Holder or its agent may, in lieu of following the procedure set out in paragraphs 16 and 17 above, follow such standard practice provided that all Noteholder Proxies are received by the Monitor no later than the Voting Deadline.

19. **THIS COURT ORDERS** that with respect to votes to be cast at the Secured Noteholder Meeting by a Secured Noteholder, it is the Beneficial Noteholder who is entitled to cast such votes as an Affected Creditor. Each Beneficial Noteholder that casts a vote at the Secured Noteholders Meeting in accordance with this Meetings Order shall be counted as an individual Affected Creditor, even if that Beneficial Noteholder holds Secured Notes through more than one Participant Holder.

20. **THIS COURT ORDERS** that the Monitor may amend the solicitation process for Secured Noteholders as may be deemed appropriate by the Monitor in consultation with counsel for the Applicants in order to ensure that all Beneficial Noteholders who wish to vote at the Secured Noteholder Meeting are able to vote at such Meeting.

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### SENIOR SECURED LENDER SOLICITATION PROCESS

21. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall send the Information Package (without the Noteholder Voting Instruction Form and the Noteholder Proxy) to each of the Senior Secured Lenders by regular mail, facsimile, courier or e-mail, to be completed by the Senior Secured Lenders and returned to the Monitor no later than the Voting Deadline.

### NOTICE SUFFICIENT

22. **THIS COURT ORDERS** that the Monitor's fulfillment of the notice, delivery and Monitor's Website posting requirements set out in this Meetings Order shall constitute good and sufficient notice, service and delivery thereof on all Persons who may be entitled to receive notice, service or delivery thereof or who may wish to be present or vote (in person or by proxy) at the Meetings, and that no other form of notice, service or delivery need be given or made on such Persons and no other document or material need be served on such Persons.

23. **THIS COURT ORDERS** that the non-receipt of a copy of the Information Package beyond the reasonable control of the Monitor, or any failure or omission to provide a copy of the Information Package as a result of events beyond the reasonable control of the Monitor (including, without limitation, any inability to use postal services) shall not constitute a breach of this Order, and shall not invalidate any resolution passed or proceedings taken at the Meetings, but if any such failure or omission is brought to the attention of the Monitor, then the Monitor shall use reasonable efforts to rectify the failure or omission by the method and in the time most reasonably practicable in the circumstances.

### THE MEETINGS

24. **THIS COURT ORDERS** that the Applicants are hereby authorized and directed to call, hold and conduct the Meetings at ● [such place as is selected by the Applicants, in consultation with the Monitor, and included in the Information Package and posted on the Monitor's Website] on November 10, 2015, or such other date as may be agreed upon by the Applicants, the Monitor and the Ad Hoc Committee (the "Meeting Date") for the purpose of seeking approval of the Plan by each of the Senior Lender Class and the Secured Noteholder Class in the manner set forth herein.

25. **THIS COURT ORDERS** that the only Persons entitled to notice of, to attend or to speak at the Meetings are the Affected Creditors (or their respective duly appointed proxyholders), representatives of the Monitor, the Applicants, the CRO, the Ad Hoc Committee, the Indenture Trustee, all such parties' financial and legal advisors, the Chair, Secretary and the Scrutineers. Any other person may be admitted to the Meeting only by invitation of the Applicants or the Chair.

26. **THIS COURT ORDERS** that Greg Watson or another representative of the Monitor, designated by the Monitor, shall preside as the chair of the Meetings (the "**Chair**") and, subject to this Meetings Order or any further Order of the Court, shall decide all matters relating to the conduct of the Meetings.

27. **THIS COURT ORDERS** that the Monitor may appoint one or more scrutineers for the supervision and tabulation of the attendance at, quorum at and votes cast at the Meetings (the "**Scrutineer**"). One or more people designated by the Monitor shall act as secretary at the Meetings (the "**Secretary**").

#### **THE SENIOR LENDER CLASS**

28. **THIS COURT ORDERS** that, for the purposes of voting at the meeting of the Senior Lenders (the "**Senior Lender Meeting**"), each Senior Secured Lender shall be entitled to one vote as a member of the Senior Lender Class.

29. **THIS COURT ORDERS** that, for the purposes of voting at the Senior Lender Meeting:

- (a) the voting claim of Coliseum shall be deemed to be equal to the Coliseum Senior Secured Credit Agreement Claim;
- (b) the voting claim of 8028702 shall be deemed to be equal to the 8028702 Senior Secured Credit Agreement Claim; and
- (c) the voting claim of 424187 shall be deemed to be equal to the 424187 Senior Secured Credit Agreement Claim (collectively, with the Coliseum Senior Secured Credit Agreement Claim and the Coliseum Senior Secured Credit Agreement Claim, the "**Senior Lender Claims**" and each a "**Senior Lender Claim**").

30. **THIS COURT ORDERS** that for the purpose of calculating the two-thirds majority in value of the voting claims at the Senior Lender Meeting, the aggregate amount of Senior Lender Claims that vote in favour of the Plan (in person or by proxy) at the Senior Lender Meeting shall be divided by the aggregate amount of all Senior Lender Claims held by all Senior Secured Lenders that vote at the Senior Lender Meeting.

#### **THE SECURED NOTEHOLDER CLASS**

31. **THIS COURT ORDERS** that, for the purposes of voting at the meeting of the Secured Noteholders (the “**Secured Noteholder Meeting**”), each Beneficial Noteholder shall be entitled to one vote as a member of the Secured Noteholder Class.

32. **THIS COURT ORDERS** that, for the purposes of voting at the Secured Noteholder Meeting, the voting claim of each Beneficial Noteholder shall be equal to its Secured Noteholder Claim, as at the Voting Record Date.

33. **THIS COURT ORDERS** that for the purpose of calculating the two-thirds majority in value of the voting claims at the Secured Noteholder Meeting, the aggregate amount of Secured Noteholder Claims that vote in favour of the Plan (in person or by proxy) at the Secured Noteholder Meeting shall be divided by the aggregate amount of all Secured Noteholder Claims held by all Beneficial Noteholders that vote at the Secured Noteholder Meeting.

#### **MEETING PROCEDURES**

34. **THIS COURT ORDERS** that the quorum required at the Senior Lender Meeting shall be one Senior Lender (present in person or by proxy) and the quorum at the Secured Noteholder Meeting shall be one Secured Noteholder (present in person or by proxy). If the requisite quorum is not present at the applicable Meeting, then such meeting shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable.

35. **THIS COURT ORDERS** that, for greater certainty, and without limiting the generality of anything in this Order, a Person holding an Unaffected Claim is not entitled to vote on the Plan in respect of such Unaffected Claim at any Meeting and, except as otherwise permitted herein, shall not be entitled to attend a Meeting.

36. **THIS COURT ORDERS** that, subject to paragraph 34, a Meeting shall be adjourned to such date, time and place as may be designated by the Chair or the Monitor, if:

- (a) the requisite quorum is not present at such meeting; or
- (b) prior to or during the Meeting, the Chair or the Monitor, with the consent of the Applicants and the Ad Hoc Committee, otherwise decides to adjourn such Meeting.

The announcement of the adjournment by the Chair at such Meeting (if the adjournment is during a Meeting) and written notice to the Service List with respect to such adjournment and the posting of such notice to the Monitor's Website shall constitute sufficient notice of the adjournment and neither the Applicants nor the Monitor shall have any obligation to give any other or further notice to any Person of the adjourned Meeting.

37. **THIS COURT ORDERS** that the Chair be and is hereby authorized to direct a vote at each Meeting, by such means as the Chair may consider appropriate, with respect to: (i) a resolution to approve the Plan and any amendments thereto; and (ii) any other resolutions as the Chair may consider appropriate in consultation with the Applicants.

38. **THIS COURT ORDERS** that every question submitted to a Meeting, except to approve the Plan, shall be decided by a vote of a majority in value of the Affected Creditors present in person or by proxy at such Meeting.

39. **THIS COURT ORDERS** that following the votes at the Meetings, the Monitor or the Scrutineers shall tabulate the votes in each Affected Creditor Class and the Monitor shall determine whether the Plan has been accepted by the majorities of that Affected Creditor Class required pursuant to section 6 of the CCAA (the "**Required Majorities**").

40. **THIS COURT ORDERS** that the Monitor shall file a report with this Court after the Meetings or any adjournment thereof, as applicable, with respect to the results of the votes, including whether the Plan has been accepted by the Required Majorities in each Affected Creditor Class, and that a copy of the Monitor's Report regarding the Meetings and the Plan shall be posted on the Monitor's Website prior to the Sanction Hearing.

41. **THIS COURT ORDERS** that the result of any vote conducted at a Meeting of an Affected Creditor Class shall be binding upon all Affected Creditors of that Affected Creditor Class, whether or not any such Creditor was present or voted at the Meeting.

#### **VOTING BY PROXIES**

42. **THIS COURT ORDERS** that all Creditor Proxies submitted in respect of the Meetings must be submitted to the Monitor on or before 5:00 p.m. (eastern time) on November 4, 2015 (the “**Voting Deadline**”). The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any Creditor Proxy is completed and executed, and may waive strict compliance with the requirements in connection with the deadlines imposed in connection therewith.

43. **THIS COURT ORDERS** that, if there is any dispute as to any Beneficial Noteholder’s Secured Noteholder Claim, the Monitor shall request the Participant Holder who maintains book entry records or other records evidencing such Beneficial Noteholder’s ownership of Secured Notes to confirm and such Participant Holder shall confirm with the Monitor the principal amount of Secured Notes held by such Beneficial Noteholder. If any such dispute is not resolved by such Beneficial Noteholder and the Monitor by the date of the Secured Noteholder Meeting, the Monitor shall tabulate the vote for or against the Plan in respect of the disputed Secured Noteholder Claim separately. If (i) any such dispute remains unresolved as of the date of the Sanction Hearing; and (ii) the approval or non-approval of the Plan would be affected by the votes cast in respect of such disputed Secured Noteholder Claim, then such results shall be reported to the Court at the Sanction Hearing and, if necessary, the Monitor may make a request to the Court for directions.

44. **THIS COURT ORDERS** that for the purpose of tabulating the votes cast on any matter that may come before the Meetings, the Chair shall be entitled to rely on any vote cast by a holder of a Creditor Proxy that has been duly submitted to the Monitor in the manner set forth in this Meetings Order without independent investigation.

#### **TRANSFER OR ASSIGNMENT OF CLAIMS**

45. **THIS COURT ORDERS** that an Affected Creditor may transfer or assign the whole (but not a part) of its Affected Claim prior to the Meetings. If an Affected Creditor transfers or

assigns the whole of an Affected Claim to another Person, such transferee or assignee shall not be entitled to attend and vote the transferred or assigned Affected Claim at the applicable Meeting unless satisfactory notice of and proof of transfer or assignment has been delivered to the Monitor no later than seven (7) days prior to the Meeting Date.

### **SANCTION HEARING AND ORDER**

46. **THIS COURT ORDERS** that if the Plan has been accepted by the Required Majorities in each Affected Creditor Class, the Applicants are authorized to bring a motion seeking the Sanction Order on November 19, 2015, or as soon thereafter as the matter can be heard (the “Sanction Hearing”).

47. **THIS COURT ORDERS** that service of this Meetings Order by the Monitor and the Applicants to the parties on the Service List, the delivery of the Information Package to the PPSA Registrants and the Crown Agencies, the Newspaper Publication and the posting of this Order to the Monitor’s Website shall constitute good and sufficient service of notice of the Sanction Hearing upon all Persons who may be entitled to receive such service and no other form of service or notice need be made on such Persons and no other materials need be served on such Persons in respect of the Sanction Hearing, except that any party shall also serve the Service List with any additional materials that it intends to use in support of the Sanction Hearing by no later than November 9, 2015.

48. **THIS COURT ORDERS** that any Person who wishes to oppose the motion for the Sanction Order shall serve upon the lawyers for each of the Applicants, the Monitor and the Ad Hoc Committee and upon all other parties on the Service List, and file with this Court, a copy of the materials to be used to oppose the motion for the Sanction Order by no later than 5:00 p.m. (Toronto time) on the date that is seven (7) days prior to the Sanction Hearing.

49. **THIS COURT ORDERS** that the Applicants are authorized to adjourn the Sanction Hearing with the prior consent of the Monitor and the Ad Hoc Committee, and if the Sanction Hearing is adjourned, only those Persons who are listed on the Service List shall be served with notice of the adjourned date of the Sanction Hearing, provided however that the Monitor shall post such notice on the Monitor’s Website.

**GENERAL**

50. **THIS COURT ORDERS** that the Applicants and the Monitor may, in their discretion, generally or in individual circumstances, waive in writing the time limits imposed on any Affected Creditor under this Order if each of the Applicants and the Monitor deem it advisable to do so, without prejudice to the requirement that all other Affected Creditors must comply with the terms of this Order.

51. **THIS COURT ORDERS** that any notice or other communication to be given pursuant to this Order by or on behalf of any Person to the Monitor shall be in writing and will be sufficiently given only if by mail, courier, e-mail, fax or hand-delivery addressed to:

FTI Consulting Canada Inc.  
 TD Waterhouse Tower  
 79 Wellington Street West  
 Suite 2010, P.O. Box 104  
 Toronto, ON M5K 1G8

Attention: Greg Watson  
 Email: greg.watson@fticonsulting.com  
 Fax: (416) 649-8101

and with a copy by email or fax (which shall not be deemed notice) to:

McCarthy Tétrault LLP  
 Box 48, Suite 5300, Toronto Dominion Bank Tower  
 Toronto, Ontario M5K 1E6

Attention: Geoff Hall  
 Email: ghall@mccarthy.ca  
 Fax: (416) 601-7856

52. **THIS COURT ORDERS** that notwithstanding any provision herein to the contrary, the Monitor shall be entitled to rely upon any communication given pursuant to this Meetings Order.

53. **THIS COURT ORDERS** that if any deadline set out in this Order falls on a day other than a Business Day, the deadline shall be extended to the next Business Day.

54. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary, supplement or replace this Order or for advice and directions

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concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.

55. **THIS COURT ORDERS** that subject to any further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Order, the terms, conditions and provisions of the Plan shall govern and be paramount, and any such provision of this Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

**EFFECT, RECOGNITION AND ASSISTANCE**

56. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

57. **THIS COURT REQUESTS** the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. 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.



**SCHEDULE "A"**  
**INFORMATION STATEMENT**

Draft

**NOTICE OF MEETING**  
**and**  
**INFORMATION STATEMENT**  
**with respect to the**  
**PLAN OF COMPROMISE AND ARRANGEMENT**  
**under the**  
**COMPANIES' CREDITORS ARRANGEMENT ACT**  
**concerning, affecting and involving**  
**1511419 ONTARIO INC., FORMERLY KNOWN AS THE CASH STORE**  
**FINANCIAL SERVICES INC., 1545688 ALBERTA INC., FORMERLY**  
**KNOWN AS THE CASH STORE INC., 986301 ALBERTA INC.,**  
**FORMERLY KNOWN AS TCS CASH STORE INC., 1152919 ALBERTA**  
**INC., FORMERLY KNOWN AS INSTALOANS INC., 7252331 CANADA**  
**INC., 5515433 MANITOBA INC., 1693926 ALBERTA LTD. DOING**  
**BUSINESS AS "THE TITLE STORE" (collectively, the "Applicants")**

**October ●, 2015**

*This Information Statement is being distributed to creditors of the Applicants in respect of meetings called to consider the proposed plan of compromise and arrangement that are scheduled to be held on November 10, 2015, at ●.*

*These materials require your immediate attention. You should consult your legal, financial, tax and other professional advisors in connection with the contents of these documents. If you have any questions regarding voting procedures or other matters or if you wish to obtain additional copies of these materials, you may contact the court-appointed monitor, FTI Consulting Canada Inc., by telephone at (416)-649-8105 (Toronto local) or 1-855-774-4790 (toll-free) or by email at*

*cashstorefinancial@fticonsulting.com. Copies of these materials and other materials in the within proceedings are also posted on the following website:*  
<http://cfcanada.fticonsulting.com/cashstorefinancial>.

**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 1511419 ONTARIO INC., FORMERLY KNOWN AS  
THE CASH STORE FINANCIAL SERVICES INC., 1545688 ALBERTA  
INC., FORMERLY KNOWN AS THE CASH STORE INC., 986301  
ALBERTA INC., FORMERLY KNOWN AS TCS CASH STORE INC.,  
1152919 ALBERTA INC., FORMERLY KNOWN AS INSTALOANS INC.,  
7252331 CANADA INC., 5515433 MANITOBA INC., 1693926 ALBERTA  
LTD. DOING BUSINESS AS "THE TITLE STORE" (COLLECTIVELY,  
THE "APPLICANTS")**

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**NOTICE OF MEETINGS OF CREDITORS  
OF THE APPLICANTS.**

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**NOTICE IS HEREBY GIVEN** that meetings (the "**Meetings**") of creditors of the Applicants entitled to vote on a plan of compromise and arrangement (the "**Plan**") proposed by the Applicants under the *Companies Creditors' Arrangement Act* (the "**CCAA**") will be held for the following purposes:

- (1) to consider and, if deemed advisable, to pass, with or without variation, a resolution to approve the Plan; and
- (2) to transact such other business as may properly come before the Meetings or any adjournment thereof.

The Meetings are being held pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated September 30, 2015 (the "**Meetings Order**"). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Meetings Order.

**NOTICE IS ALSO HEREBY GIVEN** that the Meetings Order established the procedures for the Applicants to call, hold and conduct Meetings of the holders of Affected Creditor Claims to consider and pass resolutions, if thought advisable, approving the Plan and to transact such other business as may be properly brought before the Meetings. For the purpose of voting on and receiving distributions pursuant to the Plan, the holders of Claims will be grouped into two classes, being the Senior Lender Class and the Secured Noteholder Class.

**NOTICE IS ALSO HEREBY GIVEN** that the Meetings will be held at the following dates, times and location:

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Date: November 10, 2015

Time 9:00 a.m. – Senior Lender Class

10:00 a.m. – Secured Noteholder Class

Location: ●

Subject to paragraph 25 of the Meetings Order, only those creditors with Affected Claims (each an “**Eligible Voting Creditor**”) will be eligible to attend the applicable Meetings and vote on a resolution to approve the Plan. A holder of an Unaffected Claim, as defined in the Plan, shall not be entitled to attend or vote at the Meetings in respect of such Unaffected Claim. September 28, 2015 has been set as the record date for holders of Secured Notes to determine entitlement to vote at the Meetings.

Any Eligible Voting Creditor who is unable to attend the applicable Meeting may vote by proxy, subject to the terms of the Meetings Order. Further, any Eligible Voting Creditor who is not an individual may only attend and vote at the applicable Meeting if a proxy holder has been appointed to act on its behalf at such Meeting. Secured Noteholders must vote by providing instructions to their respective nominees/intermediaries in accordance with the terms of the Meetings Order.

**NOTICE IS ALSO HEREBY GIVEN** that if the Plan is approved at the Meetings by the Required Majorities of the Affected Creditors and other necessary conditions are met, the Applicants intend to make an application to the Court on November 19, 2015 (the “**Sanction Hearing**”) seeking an order sanctioning the Plan pursuant to the CCAA (the “**Sanction Order**”). Among other things, the Plan provides for the distribution of the proceeds of the Applicants’ remaining assets to the Senior Lender Class and the Secured Noteholder Class. Any person wishing to oppose the application for the Sanction Order must serve a copy of the materials to be used to object to the Plan and oppose the application and setting out the basis for such opposition upon the lawyers for the Applicants, the Monitor, and the Ad Hoc Committee as well as those parties listed on the Service List posted on the Monitor’s website. Such materials must be served by not later than November 12, 2015, or, if the hearing for the Sanction Order is delayed, by no later than 5:00pm the date that is 7 days prior to the Sanction Hearing. **If you do not file a timely objection and appear at the Sanction Hearing, either in person or by your lawyer, the CCAA Court may grant relief that bars or otherwise impairs any rights you may have against, or in respect of, the Applicants and the Released Parties (as defined in the Plan).**

**NOTICE IS ALSO HEREBY GIVEN** that in order for the Plan to become effective:

- i. the Plan must be approved by the Required Majorities of Affected Creditors entitled to vote and voting on the Plan as required under the CCAA and in accordance with the terms of the Meetings Order;
- ii. the Plan must be sanctioned by the Court; and
- iii. the conditions to implementation and effectiveness of the Plan as set out in the Plan and summarized in the Information Statement must be satisfied or waived.

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Additional copies of the Information Package, including the Information Statement and the Plan, may be obtained from the Monitor's Website at <http://cfcanada.fticonsulting.com/cashstorefinancial>.

**DATED** at Toronto, Ontario, this \_\_\_ day of ●, 2015.

## INFORMATION STATEMENT

### SUMMARY OF PLAN

*This information statement (the “**Information Statement**”) provides a summary of certain information contained in the schedules hereto (collectively, the “**Schedules**”), and is provided for the assistance of creditors only. The governing documents are the Plan, which is attached as Schedule “B” to this Information Statement, and the Meetings Order granted by the Court on September 30, 2015 (the “**Meetings Order**”), which is attached as Schedule “C” to this Information Statement. This summary is qualified in its entirety by the more detailed information appearing in the Plan, the Meetings Order or that is referred to elsewhere in the Information Statement. Creditors should carefully read the Plan and the Meetings Order, and not only this Information Statement. In the event of any conflict between the contents of this Information Statement and the provisions of the Plan or the Meetings Order, the provisions of the Plan or the Meetings Order govern.*

*Capitalized words and terms not otherwise defined in this Information Statement have the meaning given to those words and terms in the Plan and the Meetings Order.*

#### **The Applicants:**

1511419 Ontario Inc., formerly known as The Cash Store Financial Services, Inc. (“CSF”), and its affiliated companies 1545688 Alberta Inc., formerly known as The Cash Store Inc., 986301 Alberta Inc., formerly known as TCS Cash Store Inc., 1152919 Alberta Inc., formerly known as Instalozans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd., doing business as “The Title Store” (collectively, the “**Applicants**” or “**Cash Store**”) were engaged in the alternative financial products and services business. The Applicants provided alternative financial products and services to individuals across Canada, including payday loans in applicable jurisdictions, primarily through retail branches under the banners “Cash Store Financial”, “Instalozans” and “The Title Stores”. The Applicants operated retail branches in all of Canada’s provinces and territories except Quebec and Nunavut.

The type of product offered by the Applicants varied by jurisdiction, driven primarily by differences in the regulatory framework in different provinces and territories. The following is a summary of the Applicants’ primary product offerings:

- **Direct Loans:** In British Columbia, Alberta, Saskatchewan and Nova Scotia, the Applicants’ primary product offering was the payday loan (a short-term, non-collateralized loan).
- **Brokered Loans:** In New Brunswick, Newfoundland, Northwest Territories, Prince Edward Island and Yukon, the Applicants brokered requests made by their customers for loans from third-party lenders.

- **Brokered Lines of Credit:** On October 1, 2012 in Manitoba and February 1, 2013 in Ontario, the Applicants stopped offering payday loans and instead launched unsecured medium term revolving credit line products, all of which were brokered out to third-party lenders.

On June 7, 2013, the Director designated under the *Ministry of Consumer and Business Services Act*, R.S.O. 1990, c. M.21, filed an application in the Ontario Superior Court of Justice seeking a declaration that the Applicants' basic line of credit product offered in Ontario (the "**Ontario LOC Product**") was subject to the *Payday Loans Act, 2008*, S.O. 2008, Ch. 9 (the "**Payday Loans Act**"), and that the Applicants must obtain a broker license in order to continue offering this product. On February 12, 2014, the Court concluded that the Ontario LOC Product was subject to the Payday Loans Act and ordered that the Applicants were prohibited from acting as loan broker in respect of the Ontario LOC Product without a broker's license under the Payday Loans Act. On February 12, 2014, the Applicants ceased offering the Ontario LOC Product at all of their Ontario branches.

In addition, on February 15, 2014, regulations came into force in Ontario under the Payday Loans Act that required the Applicant to obtain a lender's license (the "**Lender's License**") under the Payday Loans Act to continue offering certain line of credit products in Ontario. The Applicants applied for a Lender's License in advance of the regulations coming into force and, on February 13, 2014, the Ontario Registrar issued a proposal to refuse to issue a Lender's License to the Applicants. On March 27, 2014, the Ontario Registrar issued a final notice of its decision not to grant a Lender's License to the Applicants. Following the Ontario Registrar's final decision, the Applicants were not eligible to re-apply for a license for period of 12 months. As a result, the Applicants were unable to offer new loans in Ontario. Ontario operations accounted for roughly 30% of the Applicants' revenue in fiscal 2013. In addition, since the Applicants were unable to offer new Ontario LOC Product loans, their ability to collect outstanding customer accounts receivable was also significantly impaired.

**Insolvency Proceedings:** On April 14, 2014, the Applicants sought and obtained protection from their creditors under the *Companies' Creditors Arrangement Act* (the "**CCAA**") pursuant to an order (the "**Initial Order**") of the Ontario Superior Court of Justice (the "**Court**"). Pursuant to the Initial Order, FTI Consulting Canada Inc. was appointed as monitor (the "**Monitor**") of the Applicants in the CCAA proceedings (the "**CCAA Proceedings**"). The Applicants sought CCAA protection due to immediate challenges to their continued operations based



primarily upon the regulatory issues affecting their core business, as discussed above, and also multiple class actions that had been filed against the Applicants requiring defence across Canada and the United States, and cash flow issues, all of which resulted in a significant deterioration of the Applicants' liquidity position and the need to file for creditor protection under the CCAA.

At the commencement of the CCAA Proceedings, the Applicants were capitalized mainly by (i) a \$12 million senior secured credit facility (the "**Senior Secured Debt**") and (ii) \$127.5 million of second lien secured notes (the "**Secured Notes**").

CSF's shares previously traded on the New York Stock Exchange ("**NYSE**") and Toronto Stock Exchange ("**TSX**"). CSF voluntarily delisted its shares from the NYSE on February 28, 2014 and was delisted from the TSX effective May 23, 2014.

**The Sale Process:**

Prior to the commencement of the CCAA Proceedings, Rothschild Inc. was retained by the Applicants to act as financial advisor and commenced a mergers and acquisitions process (the "**Sale Process**") to seek a sale or significant investment in the Applicants. The Sale Process continued during the CCAA Proceedings and resulted in a series of asset sale transactions pursuant to which the Applicants sold substantially all of their assets (the "**Asset Sales**") and which were approved by Orders of the Court on October 15, 2014, January 26, 2015 and April 10, 2015. The Asset Sales have all closed and are described further below:

- **National Money Mart Transaction:** the Applicants entered into an asset purchase agreement with National Money Mart Company ("**NMM**") dated October 8, 2014, pursuant to which NMM agreed to purchase a significant portion of the Applicants' business and assets, including 150 of the Applicants' branches and a number of other assets, for a purchase price of \$51,129,141, subject to final adjustments. NMM is one of Canada's largest payday loan lenders and has existing relationships with payday regulators. The transaction with NMM closed on February 6, 2015.
- **easyfinancial Transaction:** the Applicants entered into an asset purchase agreement with easyfinancial Services Inc. ("**easyfinancial**") on January 16, 2015 pursuant to which easyfinancial agreed to purchase the lease rights and obligations for 45 of the Applicants' locations and certain other associated assets for a purchase price of \$2,504,338, subject to final adjustments. The transaction with easyfinancial closed on February 9, 2015.

- **CSF Asset Management Transaction:** the Applicants entered into an asset purchase agreement with CSF Asset Management Ltd. (“**CSF Asset Management**”) pursuant to which CSF Asset Management agreed to purchase certain of the Applicants’ receivables in respect of payday loans, lines of credit or other loans made by the Applicants that were not sold as part of the NMM transaction, for a purchase price of \$650,000. The transaction with CSF Asset Management closed on April 14, 2015.

The Monitor received funds on behalf of the Applicants from each of the Asset Sales (the “**Asset Sale Proceeds**”). The Asset Sale Proceeds have since been used in part to fund the Applicants’ remaining operations, repay a portion of the DIP Credit Facility (discussed below) and fund the Applicants’ ongoing restructuring efforts. The remaining Asset Sale Proceeds are being held in trust by the Monitor.

Following completion of the Asset Sales and the completion of the transition services that were being performed for NMM, the Applicants are engaged in minimal ongoing operational activities and the focus of their efforts has been attending to various post-closing matters with respect to the Asset Sales, the orderly wind-down of the Applicants’ remaining business and assets and the resolution of outstanding claims asserted against the Applicants by various plaintiff groups and asserted by the Applicants against certain third party defendants.

#### **The DIP Credit Facility**

During the CCAA proceedings, the Applicants were funded mainly through a super-priority debtor-in-possession credit facility (the “**DIP Credit Facility**”) approved by the Court and provided by certain members of the Ad Hoc Committee of Secured Noteholders (the “**Ad Hoc Committee**”). On completion of the Asset Sales, the Asset Sales Proceeds were used to repay the majority of the amounts outstanding under the DIP Credit Facility. The remaining amounts due under the DIP Credit Facility will be repaid in full pursuant to the Plan.

#### **Estate Litigation:**

On November 14, 2014, pursuant to an engagement agreement (the “**Litigation Counsel Retainer**”), the Applicants retained Thornton Grout Finnigan LLP and Voorheis & Co LLP (collectively, “**Litigation Counsel**”) to investigate certain potential claims by the Applicants against third parties (collectively, the “**Estate Claims**”) and to advance such claims on behalf of the Applicants. The Litigation Counsel Retainer was approved by the Court on December 1, 2015. The Litigation Counsel Retainer provides for a fee arrangement pursuant to which the Applicants agreed to pay

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Litigation Counsel a contingency fee of 33.33% of amounts recovered in respect of the Estate Claims, plus disbursements and taxes. A copy of the Litigation Counsel Retainer is appended to the Plan as Schedule E.

Litigation Counsel has commenced a number of Estate Claims against various third party defendants. Certain of the Estate Claims have been settled pursuant to the Settlements (discussed below); however, a number of the Estate Claims remain outstanding (the "**Remaining Estate Actions**"). The Remaining Estate Actions are potentially valuable assets of the Applicants' estate. In order to continue the prosecution of the Remaining Estate Actions, an individual shall be designated and retained to act as litigation trustee (the "**Litigation Trustee**") to instruct Litigation Counsel following implementation of the Plan pursuant to the terms and conditions for the retention of the Litigation Trustee as the same may be agreed to among the Applicants, the Litigation Counsel and the Ad Hoc Committee (the "**Litigation Trustee Retainer**").

In addition, pursuant to the Plan, the Applicants shall establish a cash reserve (the "**Litigation Funding and Indemnity Reserve**") in the amount satisfactory to the Applicants, Litigation Counsel, the Ad Hoc Committee and the Monitor, which shall be maintained and administered by the Monitor in accordance with a Litigation Funding and Indemnity Reserve Agreement to be entered into in connection with the Plan. The Litigation Funding and Indemnity Reserve will serve as security for the Litigation Counsel in respect of disbursements, security for costs and/or any adverse cost awards that may be incurred in connection with the prosecution of the Remaining Estate Actions, from and after the implementation of the Plan.

#### **The Settlements:**

Throughout the CCAA Proceedings, the Applicants have engaged in ongoing negotiations with various litigation claimants and other interested parties in an effort to resolve (i) numerous claims made against the Applicants and their assets and (ii) numerous claims made by the Applicants against third party defendants. These extensive negotiations have resulted in a series of settlement agreements as described below:

- **Priority Motion Settlement Agreement:** on June 19, 2015, following a mediation with the Honourable Mr. Dennis O'Connor, the Applicants entered into a definitive settlement term sheet with the Consumer Class Action Plaintiffs, Coliseum and 8028702 in their capacity as Senior Secured Lenders, and the Ad Hoc Committee (the "**Priority Motion Settlement Agreement**") pursuant to which, among other

things, (i) the claims asserted by the Ontario Consumer Class Action Plaintiffs (which claims were subsequently supported by the Western Canada Consumer Class Action Plaintiffs) against the Applicants and their assets and (ii) the claims asserted by the Consumer Class Action Plaintiffs against certain of the Senior Secured Lenders, were settled among those parties in exchange for the settlement payments and releases contemplated by the Priority Motion Settlement Agreement, with the support of the Monitor. A copy of the Priority Motion Settlement Agreement is appended to the Plan at Schedule A.

- **DirectCash Global Settlement Agreement:** On September 20, 2015, following a mediation with the Honourable Mr. Douglas Cunningham, the Applicants entered into a definitive settlement agreement with the Consumer Class Action Plaintiffs and DirectCash (the “**DirectCash Global Settlement Agreement**”) pursuant to which, among other things (i) the claims asserted by the Applicants against DirectCash, (ii) the claims asserted by the Consumer Class Action Plaintiffs against DirectCash and (iii) the claims asserted by DirectCash against the Applicants and their directors and officers, were settled among those parties in exchange for the settlement payments and releases contemplated in the DirectCash Global Settlement Agreement, with the support of the Monitor and the Ad Hoc Committee. A copy of the DirectCash Global Settlement Agreement is appended to the Plan at Schedule B.
- **D&O/Insurer Global Settlement Agreement:** On September 22, 2015, following two mediations before the Honourable Mr. George Adams, the Applicants entered into a definitive settlement agreement with the Consumer Class Action Plaintiffs, the Securities Class Action Plaintiffs and the Securities Class Action Defendants (the “**D&O/Insurer Global Settlement Agreement**” and, collectively with the Priority Motion Settlement Agreement and the DirectCash Global Settlement Agreement, the “**Settlement Agreements**” and the “**Settlements**”) pursuant to which, among other things (i) the claims asserted by the Securities Class Action Plaintiffs against the Securities Class Action Defendants and any claims the Securities Class Action Plaintiffs may have against the D&Os, (ii) the claims asserted by the Consumer Class Action Plaintiffs against the Securities Class Action Defendants and any claims the Consumer Class Action Plaintiffs may have against the D&Os and (iii) the claims asserted by the Applicants against

the Securities Class Action Defendants and any claims the Applicants may have against the D&Os, were settled among those parties in exchange for the settlement payments and releases contemplated in the D&O/Insurer Global Settlement Agreement, with the support of the Monitor and the Ad Hoc Committee. A copy of the D&O/Insurer Global Settlement Agreement is appended to the Plan at Schedule C.

**Classification of Creditors:**

The Plan provides for two classes of creditors for the purposes of considering and voting on the Plan: (i) the Senior Lender Class; and (ii) the Secured Noteholder Class.

**Meetings:**

Pursuant to the Meetings Order granted by the Court on September 30, 2015, the Meetings have been called for the purposes of having Affected Creditors consider and vote on the resolution to approve the Plan and transact such other business as may be properly brought before the applicable Meeting.

The Senior Lender Meeting is scheduled to be held at 9:00 a.m. (Toronto time) on November 10, 2015 at ●.

The Secured Noteholder Meeting is scheduled to be held at 10:00 a.m. (Toronto time) on November 10, 2015 at ●.

The Meetings will be held in accordance with the Meetings Order and any further Order of the Court. The only Persons entitled to attend each of the Meetings are those specified in the Meetings Order.

Greg Watson or another representative of the Monitor as designated by the Monitor, will preside as the chair of the Meetings (the "Chair") and, subject to the Meetings Order or any further Order of the Court, will decide all matters relating to the conduct of the Meetings. The Chair will direct a vote at each Meeting with respect to: (i) a resolution to approve the Plan and any amendments thereto; and (ii) any other resolutions as the Applicants may consider appropriate. The form of resolution to approve the Plan is attached as Schedule "A" to this Information Statement.

The quorum required at each Meeting has been set by the Meetings Order as one Senior Lender and one Secured Noteholder, as applicable, present at such Meeting in person or by proxy. If the requisite quorum is not present at a Meeting, then such Meeting will be adjourned by the Chair to such time and place as the Chair deems necessary or desirable.

**Entitlement to Vote:**

The only Persons entitled to vote at the Senior Lender Meeting in person or by proxy are the Senior Secured Lenders. The only

Persons entitled to vote at the Secured Noteholder Meeting in person or by proxy are the Secured Noteholders who held a Secured Noteholder Claim at 5:00 p.m. (Toronto time) on September 28, 2015 (the “**Voting Record Date**”).

With respect to votes to be cast at the Secured Noteholder Meeting by a Secured Noteholder, it is the beneficial holder of the Secured Notes (the “**Beneficial Noteholder**”) who is entitled to cast such votes as an Affected Creditor. Each Secured Lender and each Beneficial Noteholder that casts a vote at the Meetings in accordance with the Meetings Order will be counted as an individual Affected Creditor for the applicable Affected Creditor Class.

*Senior Lender Meeting*

For purposes of voting at the Senior Lender Meeting, (i) each Senior Secured Lender will be entitled to one vote as a member of the Senior Lender Class; (ii) the voting claim of Coliseum shall be deemed to be equal to the Coliseum Senior Secured Credit Agreement Claim; (iii) the voting claim of 8028702 shall be deemed to be equal to the 8028702 Senior Secured Credit Agreement Claim; and (iv) the voting claim of 424187 shall be deemed to be equal to the 424187 Senior Secured Credit Agreement Claim.

*Secured Noteholder Meeting*

For purposes of voting at the Secured Noteholder Meeting, (i) each Secured Noteholder with a Secured Noteholder Claim as at the Voting Record Date will be entitled to one vote as a member of the Senior Lender Class; (ii) the voting claim of each Secured Noteholder shall be equal to its Secured Noteholder Claim as at the Voting Record Date.

*Disputed Secured Noteholder Claims*

If there is any dispute as to any Secured Noteholder’s Secured Noteholder Claim, the Monitor will request the Participant Holder who maintains book entry records or other records evidencing such Secured Noteholder’s ownership of Secured Notes or the Indenture Trustee, as applicable, to confirm with the Monitor the principal amount of Secured Notes held by such Secured Noteholder. If any such dispute is not resolved by such Secured Noteholder and the Monitor by the date of the Secured Noteholder Meeting, the Monitor or the Scrutineers shall tabulate the vote for or against the Plan in respect of the disputed Secured Noteholder Claim separately. If (i) any such dispute remains unresolved as of the date of the Sanction Hearing; and (ii) the approval or non-approval of the Plan would be affected by the votes cast in respect of such disputed Secured Noteholder Claim, then such results shall be reported to the Court at the Sanction Hearing and, if necessary, the Monitor may make a request to the Court for directions.

*Unaffected Claims and*

Persons holding Unaffected Claims are not entitled to vote on the Plan at a Meeting in respect of such Unaffected Claim and, except as

**Equity Claims**

otherwise permitted in the Meetings Order, will not be entitled to attend a Meeting.

**Appointment of Proxyholders and Voting:**

An Affected Creditor that is not an individual may only attend and vote at a Meeting if it has appointed a proxyholder to attend and act on its behalf at such Meeting.

All proxies submitted in respect of the Senior Lender Meeting must be: (i) submitted by 5:00 p.m. (eastern time) on November 4, 2015 (the "**Voting Deadline**"); and (ii) in substantially the form of the Senior Lender Proxy attached to the Meetings Order, or in such other form acceptable to the Monitor or the Chair.

Secured Noteholders who hold their Secured Notes through a Participant Holder and wish to vote at the Secured Noteholders Meeting must provide instructions to their Participant Holder with respect to their position with respect to such votes, and each Participant Holder must submit to the Monitor, to be received by the Monitor no later than the Voting Deadline, a Noteholder Proxy in the form attached to the Meetings Order setting out the voting position of the Beneficial Noteholders on whose behalf it holds Secured Notes and other prescribed information, in accordance with the Meetings Order. Physical Noteholders who wish to vote at the Secured Noteholders Meeting must submit to the Monitor, to be received by the Monitor no later than the Voting Deadline, a Noteholder Proxy in the form attached to the Meetings Order setting out the principal amount of Secured Notes held by such Physical Holder on the Voting Record Date and such Physical Holder's voting position. On or after the Voting Deadline, the Monitor will record the votes for each applicable Beneficial Noteholder in accordance with the Master Proxies received prior to the Voting Deadline.

**Purpose of the Plan:**

The purpose of the Plan is: (i) distribute the Asset Sale Proceeds and any other available proceeds of the Applicants' assets to their secured creditors according to their priorities; (ii) provide a central forum for the distribution of settlement proceeds from the Settlements to the Applicants' various stakeholders (including, subject to the terms of the Settlements, the Applicants' Senior Secured Lenders, Secured Noteholders, shareholders and consumer loan plaintiffs) according to their various interests and entitlements to same; (iii) give effect to the releases contemplated for the released parties under the Settlement Agreements, in exchange for the settlement payments made by those parties under the Settlement Agreements; and (iv) position the CCAA estate of the Applicants to continue to pursue the Remaining Estate Actions pursuant to the Litigation Counsel Retainer and the Litigation Trustee Retainer.

**Treatment of Affected Claims:**

The Plan provides for a full and final release and discharge of the Affected Claims and Released Claims and a settlement of, and consideration for, all Allowed Senior Secured Credit Agreement Claims and Allowed Secured Noteholder Claims. Generally, the Plan provides for treatment of Affected Claims as follows:

*Senior Lender Class*

Each Senior Secured Lender with an Allowed Senior Secured Credit Agreement Claim shall receive payment in full of the outstanding principal amount of Senior Secured Debt owed to it plus accrued interest to the Effective Date, less certain amounts to be paid as part of certain of the Settlements as and to the extent agreed to by certain of the Senior Secured Lenders with the respect to their respective Senior Secured Credit Agreement Claims. The Senior Secured Credit Agreement Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred on the Plan Implementation Date.

*Secured Noteholder Class*

Each Secured Noteholder shall receive its Pro-Rata amount of the Net Cash On Hand, less certain amounts to be paid as part of the Priority Motion Settlement (the "**Secured Noteholder Initial Plan Payment**").

Each Secured Noteholder shall also be entitled to its Pro-Rata share of any Subsequent Cash on Hand held by the Applicants or the Monitor following the Plan Implementation Date ("**Secured Noteholder Subsequent Plan Payment**"), provided that, in the event that the aggregate of the Secured Noteholder Initial Plan Payment and the Secured Noteholder Subsequent Plan Payment exceed the Secured Noteholder Maximum Claim Amount, any and all such excess amounts shall revert to the Applicants for distribution in accordance with a further Order of the Court on notice to the Service List.

**Treatment of Unaffected Claims:**

The Plan does not affect the Unaffected Creditors and Unaffected Creditors will not receive any consideration or distributions under the Plan in respect of their Unaffected Claims.

Unaffected Claims are any claims other than the Senior Secured Credit Agreement Claims, the Secured Noteholder Claims and the Released Claims, including without limitation (i) any claim secured by any of the Charges and (ii) any and all unsecured claims, other than any unsecured claims that are Released Claims.

**Releases:**

On the Plan Implementation Date all of the following shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred pursuant to the Plan, the Sanction Order, the Settlements and the Class Action Settlement Approval Orders: (a) all



Senior Secured Credit Agreement Claims; (b) all Secured Noteholder Claims; (c) all Class Action Claims against the Applicants and the D&Os; (d) all Claims that have been or could be asserted against the Applicants and the D&Os in the Class Actions and the Priority Motion; (e) all DirectCash Claims against the DirectCash Released Parties; (f) all D&O Claims against the D&Os; (g) all Claims against the Applicants by any of the Released Parties, except as set out in Schedule C of the D&O/Insurer Global Settlement Agreement; (h) all Claims against the Applicants (or any of them) by the Alberta Securities Commission or any other Governmental Entity that have or could give rise to a monetary liability, including fines, awards, penalties, costs, claims for reimbursement or other claims having a monetary value, payable by the Applicants (or any of them); (i) all Claims against the Senior Secured Lenders, solely in their capacity as Senior Secured Lenders; (j) all Claims against the Agent, solely in its capacity as the Agent; (k) all Claims against the Indenture Trustee, solely in its capacities as Indenture Trustee and Collateral Agent; (l) all Claims against the Monitor and its legal advisors; (m) all Claims against the CRO, against its legal advisors and against Mr. William Aziz personally, including in respect of compliance with any Orders of the Alberta Securities Commission; (n) all Claims against the Plan Settlement Parties and their legal and financial advisors in connection with this Plan and the transactions and settlements to be consummated hereunder and in connection herewith; (o) all Coliseum Claims against Coliseum; and (p) all McCann Entity Claims against the McCann Entities.

Notwithstanding the foregoing, nothing in the Plan shall waive, compromise, release, discharge, cancel or bar any of the following: (a) the Applicants from or in respect of any Unaffected Claims; (b) any of the Plan Settlement Parties from their respective obligations under the Plan, the Sanction Order, the Settlement Agreements or the Class Action Settlement Approval Orders; (c) the Applicants or from any investigations by or non-monetary remedies of the Alberta Securities Commission or any other Governmental Entity; (d) the Insurers or any of the Applicants' other insurers from their remaining obligations (if any) under the Insurance Policies; (e) any of the Released Parties from any Non-Released Claims; (f) subject to Section 7.6, any of the Remaining Defendants from any of the Remaining Estate Actions; and (g) the right of the Secured Noteholders to receive any further, additional distributions pursuant to the terms of this Plan (including, without limitation, from any Subsequent Cash On Hand as contemplated by Section 6.4(d) of this Plan).

*(The foregoing is an abridged summary of the releases contained in*

*the Plan. Creditors should refer to the specific provisions of the Plan for the full scope of the releases provided for therein.)*

**Creditor Approval of Plan:**

In order for the Plan to be approved pursuant to the CCAA, the Plan must be approved by a majority in number of Affected Creditors of each Affected Creditor Class representing at least two thirds in value of the Affected Creditor Claims of each Affected Creditor Class, in each case present and voting in person or by proxy on the resolution approving the Plan at the applicable Meeting in each Affected Creditor Class. If such approvals are obtained, in order to make the Plan effective, the Sanction Order must be obtained.

**Court Approval of Plan:**

If the Plan is accepted by the Required Majorities, the Applicants will apply for the Sanction Order on November 19, 2015, or as soon thereafter as the matter can be heard (the "**Sanction Hearing**") at the Court at 393 University Avenue, Toronto, Ontario, Canada.

Any Person who wishes to oppose the motion for the Sanction Order must serve upon the lawyers for each of the Applicants and the Monitor and upon all other parties on the Service List, and file with this Court, a copy of the materials to be used to oppose the motion for the Sanction Order by no later than 5:00 p.m. (Toronto time) on the date that is seven (7) days prior to the Sanction Hearing. *Creditors should consult with their legal advisors with respect to the legal rights available to them in relation to the Plan and the Sanction Hearing.* In the event that the Sanction Hearing is adjourned, only those Persons who are listed on the Service List will be served with notice of the adjourned date of the Sanction Hearing.

**U.S. Recognition Order**

If the Plan is approved at the Sanction Hearing, it is intended that the Monitor will commence an ancillary case to the CCAA proceeding under chapter 15 of the United States Bankruptcy Code in the U.S. Bankruptcy Court requesting recognition of the CCAA proceeding and requesting an order recognizing and enforcing in the United States the Plan and the CCAA order granting approval of the Plan as they relate to the D&O/Insurer Global Settlement Agreement (the "**U.S. Recognition Order**"), provided, however, that the Plan Implementation Date shall not be conditional upon the U.S. Recognition Order in the event that the U.S. Recognition Order is not granted due to a lack of jurisdiction of the U.S. court. Notice of the Monitor's motion will be provided and will include the applicable objection deadline and time and date of the hearing before the U.S. Bankruptcy Court.

**Conditions to Implementation of the**

The implementation of the Plan is conditional upon satisfaction of, among others, the following conditions prior to or at the Effective

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**Plan:**

**Time:**

- (a) the Plan shall have been approved by the Required Majority of each Affected Creditor Class;
- (b) the Sanction Order shall have been made in a form consistent with the Plan or otherwise acceptable to the Applicants, the Ad Hoc Committee, the Monitor and, as applicable, the Plan Settlement Parties, and shall be in full force and effect, and all applicable appeal periods in respect thereof shall have expired and any appeals therefrom shall have been dismissed;
- (c) the terms of the Settlement Agreements shall have been approved by all applicable Class Action Courts pursuant to the Class Action Settlement Approval Orders;
- (d) the Class Action Settlement Approval Orders shall be in a form consistent with the Plan and the Settlement Agreements or otherwise acceptable in each case to the Applicants, the Ad Hoc Committee and, as applicable, the relevant Plan Settlement Parties;
- (e) for purposes of the D&O/Insurer Global Settlement only, the U.S. Recognition Order shall have been made and shall be in full force and effect, and all applicable appeal periods in respect thereof shall have expired and any appeals therefrom shall have been dismissed (provided, however, that the Plan Implementation Date shall not be conditional upon the U.S. Recognition Order in the event that the U.S. Recognition Order is not granted due to a lack of jurisdiction of the U.S. court);
- (f) DirectCash and the Insurers shall have completed the Pre-Plan Implementation Date Transactions set forth in Article 6.2 of the Plan;
- (g) the conditions precedent set forth in section 36 of the D&O/Insurer Global Settlement Agreement shall have been satisfied or waived;
- (h) the steps required to complete and implement the Plan shall be in form and substance satisfactory to the Applicants, the Monitor and the Ad Hoc Committee and, as applicable, each of the relevant Plan

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Settlement Parties;

- (i) the Estate TPL Action shall have been amended to discontinue the claims asserted by the plaintiff, The Cash Store Financial Services Inc., against 0678789 B.C. Ltd., Trimor Annuity Focus Limited Partnership, Trimor Annuity Focus Limited Partnership #2, Trimor Annuity Focus Limited Partnership #3, Trimor Annuity Focus Limited Partnership #4, and Trimor Annuity Focus Limited Partnership #6, in the Estate TPL Action.

*(The foregoing is an abridged summary of certain of the conditions precedent to the implementation of the Plan. A comprehensive list of conditions precedent is provided in Section 9.1 of the Plan.)*

**Timing of Plan Implementation:**

It is anticipated that the Plan will be implemented in accordance with the following timetable:

November 10, 2015	Meetings to vote on the Plan
November 19, 2015	Sanction Order
Within approximately 45-60 days of the Sanction Order	Plan Implementation

**Monitor:**

The Monitor supports the Applicants' request to convene the Meetings to consider and vote on the Plan.

Further information concerning the Applicants, the CCAA proceeding, the Plan and other events and matters during the course of the CCAA proceedings is available in the numerous reports that have been filed by the Monitor throughout the CCAA proceeding, copies of which are available on the Monitor's website for the CCAA

proceeding: <http://cfcanada.fticonsulting.com/cashstorefinancial>

**Recommendations of the CRO:**

The CRO recommends that the Affected Creditors vote for the resolution to approve the Plan.

**Support of the Senior Secured Lenders**

The Plan has been developed in consultation with the Senior Secured Lenders, each of whom supports the approval of the Plan and intends to vote for the resolution to approve the Plan.

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**Support of Ad Hoc  
Committee of Secured  
Noteholders**

The Plan has been developed in consultation with the Ad Hoc Committee, which represents holders of over 70% of the principal outstanding amount of the Secured Notes. The members of the Ad Hoc Committee support the approval of the Plan and intend to vote for the resolution to approve the Plan.

**SCHEDULE "A"**  
**TO THE INFORMATION STATEMENT**

**FORM OF PLAN RESOLUTION**

**1511419 ONTARIO INC., FORMERLY KNOWN AS THE CASH STORE FINANCIAL SERVICES INC., 1545688 ALBERTA INC., FORMERLY KNOWN AS THE CASH STORE INC., 986301 ALBERTA INC., FORMERLY KNOWN AS TCS CASH STORE INC., 1152919 ALBERTA INC., FORMERLY KNOWN AS INSTALOANS INC., 7252331 CANADA INC., 5515433 MANITOBA INC., 1693926 ALBERTA LTD. DOING BUSINESS AS "THE TITLE STORE" (COLLECTIVELY, THE "APPLICANTS")**

**Plan of Compromise and Arrangement**  
**pursuant to the *Companies' Creditors Arrangement Act***

**BE IT RESOLVED THAT:**

1. the Plan of Compromise and Arrangement of 1511419 Ontario Inc., formerly known as The Cash Store Financial Services, Inc. ("CSF"), and its affiliated companies 1545688 Alberta Inc., formerly known as The Cash Store Inc., 986301 Alberta Inc., formerly known as TCS Cash Store Inc., 1152919 Alberta Inc., formerly known as Instaloans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd., doing business as "The Title Store", pursuant to the *Companies' Creditors Arrangement Act* (Canada) is hereby authorized and approved.

**SCHEDULE "B"**  
**TO THE INFORMATION STATEMENT**  
**PLAN OF COMPROMISE AND ARRANGEMENT**

**SCHEDULE "C"**  
**TO THE INFORMATION STATEMENT**

**MEETINGS ORDER**

**[Monitor to attach final form of Meetings Order once approved by the Court]**



**SCHEDULE "B"**

**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 1511419 ONTARIO INC., FORMERLY KNOWN AS  
THE CASH STORE FINANCIAL SERVICES INC., 1545688 ALBERTA  
INC., FORMERLY KNOWN AS THE CASH STORE INC., 986301  
ALBERTA INC., FORMERLY KNOWN AS TCS CASH STORE INC.,  
1152919 ALBERTA INC., FORMERLY KNOWN AS INSTALOANS INC.,  
7252331 CANADA INC., 5515433 MANITOBA INC., 1693926 ALBERTA  
LTD. DOING BUSINESS AS "THE TITLE STORE" (COLLECTIVELY,  
THE "APPLICANTS")**

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**NOTICE OF MEETINGS OF CREDITORS  
OF THE APPLICANTS**

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**NOTICE IS HEREBY GIVEN** that meetings (the "**Meetings**") of creditors of the Applicants entitled to vote on a plan of compromise and arrangement (the "**Plan**") proposed by the Applicants under the *Companies Creditors' Arrangement Act* (the "**CCAA**") will be held for the following purposes:

- (1) to consider and, if deemed advisable, to pass, with or without variation, a resolution to approve the Plan; and
- (2) to transact such other business as may properly come before the Meetings or any adjournment thereof.

The Meetings are being held pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated September 30, 2015 (the "**Meetings Order**"). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Meetings Order.

**NOTICE IS ALSO HEREBY GIVEN** that the Meetings Order established the procedures for the Applicants to call, hold and conduct Meetings of the holders of Affected Creditor Claims to consider and pass resolutions, if thought advisable, approving the Plan and to transact such other business as may be properly brought before the Meetings. For the purpose of voting on and receiving distributions pursuant to the Plan, the holders of Claims will be grouped into two classes, being the Senior Lender Class and the Secured Noteholder Class.

**NOTICE IS ALSO HEREBY GIVEN** that the Meetings will be held at the following dates, times and location:

Date: November 10, 2015

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Time            9:00 a.m. – Senior Lender Class  
                   10:00 a.m. – Secured Noteholder Class  
 Location:       ●

Subject to paragraph 25 of the Meetings Order, only those creditors with Affected Claims (each an “**Eligible Voting Creditor**”) will be eligible to attend the applicable Meetings and vote on a resolution to approve the Plan. A holder of an Unaffected Claim, as defined in the Plan, shall not be entitled to attend or vote at the Meetings in respect of such Unaffected Claim. September 28, 2015 has been set as the record date for holders of Secured Notes to determine entitlement to vote at the Meetings.

Any Eligible Voting Creditor who is unable to attend the applicable Meeting may vote by proxy, subject to the terms of the Meetings Order. Further, any Eligible Voting Creditor who is not an individual may only attend and vote at the applicable Meeting if a proxy holder has been appointed to act on its behalf at such Meeting. Secured Noteholders must vote by providing instructions to their respective nominees/intermediaries in accordance with the terms of the Meetings Order.

**NOTICE IS ALSO HEREBY GIVEN** that if the Plan is approved at the Meetings by the Required Majorities of the Affected Creditors and other necessary conditions are met, the Applicants intend to make an application to the Court on November 19, 2015 (the “**Sanction Hearing**”) seeking an order sanctioning the Plan pursuant to the CCAA (the “**Sanction Order**”). Among other things, the Plan provides for the distribution of the proceeds of the Applicants’ remaining assets to the Senior Lender Class and the Secured Noteholder Class. Any person wishing to oppose the application for the Sanction Order must serve a copy of the materials to be used to object to the Plan and oppose the application and setting out the basis for such opposition upon the lawyers for the Applicants, the Monitor, and the Ad Hoc Committee as well as those parties listed on the Service List posted on the Monitor’s website. Such materials must be served by not later than November 12, 2015, or, if the hearing for the Sanction Order is delayed, by no later than 5:00pm the date that is 7 days prior to the Sanction Hearing. **If you do not file a timely objection and appear at the Sanction Hearing, either in person or by your lawyer, the CCAA Court may grant relief that bars or otherwise impairs any rights you may have against, or in respect of, the Applicants and the Released Parties (as defined in the Plan).**

**NOTICE IS ALSO HEREBY GIVEN** that in order for the Plan to become effective:

- i. the Plan must be approved by the Required Majorities of Affected Creditors entitled to vote and voting on the Plan as required under the CCAA and in accordance with the terms of the Meetings Order;
- ii. the Plan must be sanctioned by the Court; and
- iii. the conditions to implementation and effectiveness of the Plan as set out in the Plan and summarized in the Information Statement must be satisfied or waived.

Additional copies of the Information Package, including the Information Statement and the Plan, may be obtained from the Monitor’s Website at <http://cfcanada.fticonsulting.com/cashstorefinancial>.

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**DATED** at Toronto, Ontario, this \_\_\_\_ day of ●, 2015.

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**SCHEDULE "C"**

**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 1511419 ONTARIO INC., FORMERLY KNOWN AS  
THE CASH STORE FINANCIAL SERVICES INC., 1545688 ALBERTA  
INC., FORMERLY KNOWN AS THE CASH STORE INC., 986301  
ALBERTA INC., FORMERLY KNOWN AS TCS CASH STORE INC.,  
1152919 ALBERTA INC., FORMERLY KNOWN AS INSTALOANS INC.,  
7252331 CANADA INC., 5515433 MANITOBA INC., 1693926 ALBERTA  
LTD. DOING BUSINESS AS "THE TITLE STORE" (COLLECTIVELY,  
THE "APPLICANTS")**

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**SENIOR LENDER PROXY**

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**VOTING DEADLINE DATE:      November 4, 2015 BEFORE 5:00 P.M. EASTERN  
TIME**

Before completing this form of proxy, please read carefully the accompanying instructions for information respecting the proper completion and return of this proxy. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Compromise and Arrangement of the Applicants dated as of September [30], 2015 (as may be amended, restated or supplemented from time to time, the "Plan") filed pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA") with the Ontario Superior Court of Justice (Commercial List) (the "Court"). In accordance with the Plan, this proxy may only be filed by Senior Secured Lenders. Senior Secured Lenders must complete the Senior Lender Proxy with respect to their applicable portion of the Senior Secured Credit Agreement Claim as set forth in the Plan.

THE UNDERSIGNED SENIOR SECURED LENDER hereby revokes all proxies previously given and nominates, constitutes, and appoints:

Greg Watson of FTI Consulting Canada Inc., in its capacity as Monitor, or a person appointed by Greg Watson.

or, instead of the foregoing, \_\_\_\_\_, or such other Person as he/she, in his/her sole discretion, may designate to attend on behalf of and act for the Senior Secured Lender at the Senior Lender Meeting to be held in connection with the Plan and at any

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and all adjournments, postponements or other rescheduling of such Senior Lender Meeting, and to vote the amount of the Senior Secured Credit Agreement Claim for voting purposes as set forth and accepted for voting purposes in accordance with the Meetings Order and the Plan as follows:

1. (mark one only):

- Vote **FOR** approval of the Plan; or
- Vote **AGAINST** approval of the Plan.

If this proxy is submitted and a box is not marked as a vote for or against approval of the Plan, this proxy shall be voted **FOR** approval of the Plan.

- and -

2. Vote at the nominee's discretion and otherwise act for and on behalf of the undersigned Senior Secured Lender with respect to any amendments, modifications, variations or supplements to the Plan and to any other matters that may come before the Senior Lender Meeting or any adjournment, postponement or other rescheduling of the Senior Lender Meeting.

*[Remainder of page left intentionally blank]*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Print Name of Senior Secured Lender

\_\_\_\_\_  
Title of the authorized signing officer of the Senior Secured Lender

\_\_\_\_\_  
Signature of authorized signing officer of the Senior Secured Lender

\_\_\_\_\_  
Telephone number of the authorized signing officer of the Senior Secured Lender

\_\_\_\_\_  
Mailing Address of Senior Secured Lender

\_\_\_\_\_  
E-mail address of Senior Secured Lender

**Please deliver the Senior Lender Proxy via both: (a) facsimile or email transmission; and (b) mail to the following address by 5:00 p.m. eastern time on November 4, 2015:**

**FTI Consulting Canada Inc.  
TD Waterhouse Tower  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8**

**Attention: Cash Store Financial Meetings Proxy  
Email: cashstorefinancial@fticonsulting.com  
Fax: 416-649-8101**

**DELIVERY OF THIS SENIOR LENDER PROXY OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.**

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**INSTRUCTIONS FOR COMPLETION OF THE PROXY**

1. Each Senior Secured Lender who has a right to vote at the Senior Lender Meeting has the right to appoint a person to attend, act and vote for and on behalf of the Senior Secured Lender and such right may be exercised by inserting in the space provided the name of the person to be appointed. If no name has been inserted in the space provided, the Creditor will be deemed to have appointed Greg Watson of the Monitor as the Senior Secured Lender's proxyholder.
2. If this Proxy is not dated in the space provided, it shall be deemed to be dated on the date it is received by the Monitor.
3. If an officer of the Monitor is appointed or is deemed to be appointed as proxyholder and the Senior Secured Lender fails to indicate on the proxy whether it wishes to vote for or against approval of the Plan or whether it wishes to abstain from voting on the Plan, the Senior Secured Lender will be deemed to have instructed its proxyholder to vote FOR approval of the Plan, including any amendments thereto.
4. If more than one valid proxy for the same Senior Secured Lender is received the proxy bearing the later date shall govern and the earlier-dated proxy shall be revoked. If more than one valid proxy for the same Senior Secured Lender and bearing or deemed to bear the same date are received with conflicting instructions, such proxies will be treated as disputed proxies and shall not be voted.
5. This proxy must be signed by the Senior Secured Lender or by a person duly authorized (by power of attorney) to sign on the Senior Secured Lender's behalf or, if the Senior Secured Lender is a corporation, by a duly authorized officer or attorney of the corporation.
6. This proxy must be returned to the Monitor in accordance with the instructions contained thereon by 5:00 p.m. eastern time on November 4, 2015.

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**SCHEDULE “D”**

**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 1511419 ONTARIO INC., FORMERLY KNOWN AS  
THE CASH STORE FINANCIAL SERVICES INC., 1545688 ALBERTA  
INC., FORMERLY KNOWN AS THE CASH STORE INC., 986301  
ALBERTA INC., FORMERLY KNOWN AS TCS CASH STORE INC.,  
1152919 ALBERTA INC., FORMERLY KNOWN AS INSTALOANS INC.,  
7252331 CANADA INC., 5515433 MANITOBA INC., 1693926 ALBERTA  
LTD. DOING BUSINESS AS “THE TITLE STORE” (COLLECTIVELY,  
THE “APPLICANTS”)**

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**NOTEHOLDER VOTING INSTRUCTION FORM**

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**VOTING RECORD DATE:            SEPTEMBER 28, 2015**

**INSTRUCTION FORM DEADLINE DATE:    OCTOBER 28, 2015 BEFORE 5:00 P.M.  
EASTERN TIME**

**VOTING DEADLINE DATE:        NOVEMBER 4, 2015 BEFORE 5:00 P.M. EASTERN  
TIME**

Before completing this instruction form, please read carefully the accompanying Instructions For Completion of the Noteholder Voting Instruction Form. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Compromise and Arrangement of the Applicants dated as of September [30], 2015 (as may be amended, restated or supplemented from time to time, the “**Plan**”) and filed pursuant to the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) with the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), and the order of the Court dated September 30, 2015 authorizing the Applicants to call and hold the Meetings (the “**Meetings Order**”).

This voting instruction form is to direct the vote of your Secured Noteholder Claim. In accordance with the Plan and the Meetings Order, this voting instruction form may only be completed by Beneficial Noteholders with respect to their Secured Notes. This voting instruction form should be returned to your nominee, bank or broker (your “**Participant Holder**”), and the information contained in this voting instruction form will be verified by the Participant Holder in completing the Noteholder Proxy that it will submit in connection with the Plan.

In connection with the Noteholder Proxy, the Participant Holder will appoint Brendan D. O’Neill of Goodmans LLP, counsel to the Ad Hoc Committee, with power of substitution at Mr. O’Neill’s discretion, or such other Person as he, in his sole discretion, may designate (the

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“**Goodmans Proxy**”) to attend on behalf of and act for the Participant Holder at the Secured Noteholders Meeting and at any and all adjournments, postponements or other rescheduling of the Secured Noteholders Meeting, and to vote the amount of your Secured Noteholder Claim, based on the principal amount of Secured Notes held as listed in Item 1 below (or as otherwise affixed to this voting instruction form), for voting purposes in accordance with the Meetings Order and as set out in the Plan. If you do not want the Participant Holder to appoint the Goodmans Proxy to act on the Participant Holder’s behalf with respect to your Secured Noteholder Claim, you should contact the Participant Holder and you should not complete this voting instruction form.

**Item 1. Amount of Secured Notes to be Voted at the Secured Noteholder Meeting**

Your bank or broker may have affixed a label to this voting instruction form listing the aggregate principal amount of Secured Notes that you held as of the Voting Record Date. If no label has been included, please list the aggregate principal amount of Secured Notes held by you as of the Voting Record Date, September 28, 2015:

**CUSIP: CA C21768AA1 1 and CA 14756FAB9 0**

**Principal Amount Held:** \_\_\_\_\_

**Item 2. Appointment of Proxyholder and Vote**

The undersigned directs the Participant Holder to vote on its behalf at the Secured Noteholders Meeting with respect to its Secured Noteholder Claim as follows (mark one only):

- Vote **FOR** approval of the Plan; or
- Vote **AGAINST** approval of the Plan,

If no boxes are marked as a vote for or against approval of the Plan pursuant to this Item 2, this voting instruction form shall be voted **FOR** approval of the Plan at each of the Secured Noteholder Meeting.

In respect of the undersigned’s Secured Noteholder Claim, based on the principal amount of Secured Notes held as listed in Item 1 above (or as otherwise affixed to this voting instruction form), the undersigned directs the Participant Holder to appoint the Goodmans Proxy (i) to attend on behalf of and act for the Participant Holder at the Secured Noteholders Meeting and at any and all adjournments, postponements or other rescheduling of the Secured Noteholders Meeting, and to vote the amount of the undersigned’s Secured Noteholder Claim, based on the principal amount of Secured Notes held as listed in Item 1 above (or as otherwise affixed to this voting instruction form), for voting purposes as determined by and accepted for voting purposes in accordance with the Meetings Order and as set out in the Plan, and (ii) to otherwise act for and on behalf of the undersigned with respect to any amendments, modifications, variations or supplements to the Plan and to any other matters that may come before the Secured Noteholders Meeting or any adjournment, postponement or other rescheduling of the Secured Noteholders Meeting.

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**Item 3.      Certification.**

By returning this voting instruction form, the holder of the Secured Notes evidenced hereby certifies that (a) it has full power and authority to vote for or against the Plan, (b) it was a Secured Noteholder as of September 28, 2015, (c) it has received a copy of the Information Statement and understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Information Statement and the Plan, and (d) it authorizes its Participant Holder to treat this voting instruction form as a direction to include it on the Noteholder Proxy.

Name of Beneficial Holder (print):					
Bank or Broker with Custody of My Secured Notes:					
Signature: X				Date:	
Authorized Contact:				Title:	
Address:					
City:		State/Province:		Zip/Postal:	
Telephone:		E-Mail:			

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**INSTRUCTIONS FOR COMPLETION OF NOTEHOLDER VOTING INSTRUCTION  
FORM**

1. This voting instruction form should be read in conjunction with the Plan, the Information Statement and the Meetings Order.
2. Each Participant Holder shall within three (3) Business Days of receipt of an Information Package complete the information in item 1 of the Noteholder Voting Instruction Form for each Beneficial Holder on whose behalf it holds the Secured Notes and deliver to each such Beneficial Holder the Noteholder Voting Instruction Form and one copy of the Information Statement and the Notice of Meeting.
3. This voting instruction is to be completed only by Beneficial Noteholders who hold their notes through a Participant Holder with the Depository. If you are the registered legal owner or holder of one or more Secured Notes, you must complete and return the Noteholder Proxy to vote at the Meeting.
4. Each Secured Noteholder has the right to appoint a person to attend, act and vote for and on behalf of the Secured Noteholder at the Secured Noteholders Meeting. If you do not want the Participant Holder to appoint the Goodmans Proxy to act on the Nominee's behalf with respect to your claims, you should contact the Participant Holder and you should not complete this voting instruction form.
5. If this voting instruction form is not dated in the space provided, it shall be deemed to be dated as of the date on which it is received by the Participant Holder.
6. A valid voting instruction form from the same Secured Noteholder bearing or deemed to bear a later date shall revoke this voting instruction form. If more than one valid voting instruction form from the same Secured Noteholder and bearing or deemed to bear the same date are received with conflicting instructions, such voting instruction forms shall not be counted for the purposes of the vote.
7. This voting instruction form must be signed by the Secured Noteholder or by a person duly authorized (by power of attorney) to sign on the Secured Noteholder's behalf or, if the Secured Noteholder is a corporation, partnership or trust, by a duly authorized officer or attorney of the corporation, partnership or trust.
8. If this voting instruction form was delivered to you with a return envelope, please return it in the envelope provided to you.
9. **ALL NOTEHOLDER VOTING INSTRUCTION FORMS MUST BE RECEIVED BY YOUR PARTICIPANT HOLDER BY NO LATER THAN 5:00 P.M. (EASTERN TIME) ON OCTOBER 28, 2015.**
10. The Monitor is authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any Noteholder Voting Instruction Form / Noteholder Proxy is completed and executed and may waive strict compliance with the requirements in connection with the deadlines imposed by the Meetings Order.

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**SCHEDULE "E"**

**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 1511419 ONTARIO INC., FORMERLY KNOWN AS  
THE CASH STORE FINANCIAL SERVICES INC., 1545688 ALBERTA  
INC., FORMERLY KNOWN AS THE CASH STORE INC., 986301  
ALBERTA INC., FORMERLY KNOWN AS TCS CASH STORE INC.,  
1152919 ALBERTA INC., FORMERLY KNOWN AS INSTALOANS INC.,  
7252331 CANADA INC., 5515433 MANITOBA INC., 1693926 ALBERTA  
LTD. DOING BUSINESS AS "THE TITLE STORE" (COLLECTIVELY,  
THE "APPLICANTS")**

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**NOTEHOLDER PROXY**

**(FOR USE BY PARTICIPANT HOLDERS AND PHYSICAL HOLDERS OF THE  
NOTES)**

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**VOTING RECORD DATE:            SEPTEMBER 28, 2015**

**INSTRUCTION FORM DEADLINE DATE:    OCTOBER 28, 2015 BEFORE 5:00 P.M.  
EASTERN TIME**

**VOTING DEADLINE DATE:    NOVEMBER 4, 2015 BEFORE 5:00 P.M. EASTERN  
TIME**

**INSTRUCTIONS:** Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Compromise and Arrangement of the Applicants dated as of September [30], 2015 (as may be amended, restated or supplemented from time to time, the "Plan") and filed pursuant to the *Companies' Creditors Arrangement Act* with the Ontario Superior Court of Justice (Commercial List) dated September [30], 2015 authorizing the Applicants to call and hold the Meetings. DTC Participants holding the above-referenced securities through DTC ("**Participant Holders**") should complete this Noteholder Proxy (the "**Noteholder Proxy**") on their own behalf or on behalf of the persons for whom they hold the securities, and return this Noteholder Proxy to the Monitor, as directed below, before the Voting Deadline Date. Participant Holders should have reference to the instructions attached to the Noteholder Voting Instruction Form in distributing such forms and in completing the Noteholder Proxy. Physical holders of the above-referenced securities holding such securities **in physical form** on their own behalf or on behalf of the persons for whom they hold the securities (the "**Physical Holders**" and together with the Participant Holders, the " **Holders**") should complete this Noteholder Proxy and return this Noteholder Proxy to the Monitor, as directed below, before the Voting Deadline Date. **Beneficial Owners of Secured Notes held through a brokerage firm, trust company or other nominee should not use this Noteholder Proxy.** Such beneficial owners should contact their Participant Holder or the Monitor to obtain a copy of a

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voting instruction form. If you have any questions with the completion of this Noteholder Proxy, please contact the Monitor at the contact information set forth in Step 4 below.

**STEP 1: PHYSICAL HOLDER APPOINTMENT OF PROXY / VOTE OF SECURED NOTEHOLDERS (TO BE COMPLETED BY PHYSICAL HOLDERS ONLY)**

**THE UNDERSIGNED HOLDER hereby revokes all proxies previously given and nominates, constitutes, and appoints:**

Please list the aggregate principal amount of Secured Notes held by you as of the Voting Record Date, September 28, 2015:

**CUSIP: CA C21768AA1 1 and CA 14756FAB9 0**

**Principal Amount Held:** \_\_\_\_\_

in respect of the Secured Noteholder Claim(s) based on the principal amount of Secured Notes held as listed above, the Physical Holder appoints Brendan D. O'Neill of Goodmans LLP, or such other Person as he, in his sole discretion, may designate (the "**Goodmans Proxy**") (i) to attend on behalf of and act for the Physical Holder at the Secured Noteholders Meeting and at any and all adjournments, postponements or other rescheduling of the Secured Noteholders Meeting, and to vote the amount of the Secured Noteholders Claim(s) based on the principal amount of Secured Notes held, as listed above, in the manner indicated below for voting purposes as determined by and accepted for voting purposes in accordance with the Meetings Order and as set out in the Plan, and (ii) to otherwise act for and on behalf of the undersigned with respect to any amendments, modifications, variations or supplements to the Plan and to any other matters that may come before the Meetings or any adjournment, postponement or other rescheduling of the Meetings. **If you do not want to appoint the Goodmans Proxy to act on your behalf with respect to your claims, you should contact the Monitor and you should not complete this proxy.** The undersigned directs the Goodmans Proxy to vote on its behalf at the Secured Noteholders Meeting with respect to its Secured Noteholder Claim as follows (mark one only):

- Vote **FOR** approval of the Plan; or
- Vote **AGAINST** approval of the Plan,

If no boxes are marked as a vote for or against approval of the Plan pursuant to this Item 2, this voting instruction form shall be voted **FOR** approval of the Plan at each of the Secured Noteholder Meeting.

**STEP 2: PARTICIPANT HOLDER APPOINTMENT OF PROXY / VOTE OF SECURED NOTEHOLDERS (TO BE COMPLETED BY PARTICIPANT HOLDERS ONLY)**

**THE UNDERSIGNED HOLDER hereby revokes all proxies previously given and nominates, constitutes, and appoints:**

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A) in respect of the Secured Noteholder Claim(s) based on the principal amount of Secured Notes held as listed below, the Goodmans Proxy (i) to attend on behalf of and act for the Participant Holder at the Secured Noteholders Meeting and at any and all adjournments, postponements or other rescheduling of the Secured Noteholders Meeting, and to vote the amount of the Secured Noteholders Claim(s) based on the principal amount of Secured Notes held, as listed below, in the manner indicated below for voting purposes as determined by and accepted for voting purposes in accordance with the Meetings Order and as set out in the Plan, and (ii) to otherwise act for and on behalf of the undersigned with respect to any amendments, modifications, variations or supplements to the Plan and to any other matters that may come before the Meetings or any adjournment, postponement or other rescheduling of the Meetings.

**CUSIP: CA C21768AA1 1 and CA 14756FAB9 0**

Votes <b>FOR</b> the Plan	
<b>Total Number of Beneficial Owners voting FOR the Plan for purposes of the Secured Noteholders Meeting</b>	<b>Total Principal Amount of Secured Notes held by Secured Noteholders voting FOR the Plan for purposes of the Secured Noteholders Meeting</b>
	\$

Votes <b>AGAINST</b> the Plan	
<b>Total Number of Beneficial Owners voting AGAINST the Plan for purposes of the Secured Noteholders Meeting</b>	<b>Total Principal Amount of Secured Notes held by Secured Noteholders voting AGAINST the Plan for purposes of the Secured Noteholders Meeting</b>
	\$

B) in respect of the Secured Noteholders Claim(s) based on the principal amount of Secured Notes held, as listed below, the applicable individual identified below (i) to attend on behalf of and act for the Beneficial Noteholder at the Secured Noteholders Meeting and at any and all adjournments, postponements or other rescheduling of the Secured Noteholders Meeting, and to vote the applicable amount of the Secured Noteholders Claims, based on the principal amount of Secured Notes held, as listed below, for voting purposes as determined by and accepted for voting purposes in accordance with the Meetings Order and as set out in the Plan, and (ii) to otherwise act for and on behalf of the undersigned with respect to any amendments, modifications, variations or supplements to the Plan and to any other matters that may come before the Meetings or any adjournment, postponement or other rescheduling of the Meetings.

<b>Name of Beneficial Noteholder</b>	<b>Name of Proxy</b>	<b>Principal Amount Held</b>

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Please feel free to attach additional schedules as is necessary.

Any claims listed in clause (B) above shall not be included in clause (A) above, as it is anticipated that claims referenced in clause (B) above will be voted by the appointed person at the Secured Noteholders Meeting.

**STEP 3: EXECUTION BY AUTHORIZED SIGNATORY (TO BE COMPLETED BY ALL HOLDERS)**

By signing below, the undersigned Holder hereby certifies that (i) it has full power and authority to vote for or against the Plan, (ii) it was the holder, by physical Secured Notes or through a position held at DTC, of the Secured Notes set forth above on the Voting Record Date, and (iii) in the case of a Participant Holder, the summary is a true and accurate schedule of the Beneficial Noteholders as of the Voting Record Date of the Secured Notes who have delivered voting instruction forms to the undersigned Participant Holder, if applicable.

Date Submitted: \_\_\_\_\_, 2015

Participant No. (*Participant Holders only*) \_\_\_\_\_

Print Name of Company: \_\_\_\_\_

Authorized Employee Contact (Print Name): \_\_\_\_\_

Title: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature: X \_\_\_\_\_

**MEDALLION STAMP BELOW (Participant Holders Only)**

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**STEP 4. DELIVERY OF NOTEHOLDER PROXY**

Please deliver the Noteholder Proxy via **both**: (a) facsimile or email transmission; and (b) mail to the following address by the Voting Deadline Date:

**FTI Consulting Canada Inc.  
TD Waterhouse Tower  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8**

**Attention: Cash Store Financial Meetings Proxy  
Email: [cashstorefinancial@fticonsulting.com](mailto:cashstorefinancial@fticonsulting.com)  
Fax: 416-649-8101**

**DELIVERY OF THIS NOTEHOLDER PROXY OTHER THAN AS SET FORTH  
ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.**

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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 1511419  
ONTARIO INC., FORMERLY KNOWN AS THE CASH STORE FINANCIAL SERVICES INC.,  
1545688 ALBERTA INC., FORMERLY KNOWN AS THE CASH STORE INC., 986301 ALBERTA  
INC., FORMERLY KNOWN AS TCS CASH STORE INC., 1152919 ALBERTA INC., FORMERLY  
KNOWN AS INSTALOANS INC., 7252331 CANADA 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  
(MEETINGS ORDER)**

**OSLER, HOSKIN & HARCOURT LLP**  
1 First Canadian Place  
P.O. Box 50  
Toronto, ON M5X 1B8

Tel: (416) 362-2111  
Fax: (416) 862-6666

Counsel for the Chief Restructuring Officer of the  
Applicants

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**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 1511419 ONTARIO INC., FORMERLY KNOWN AS THE CASH STORE FINANCIAL SERVICES INC., 1545688 ALBERTA INC., FORMERLY KNOWN AS THE CASH STORE INC., 986301 ALBERTA INC., FORMERLY KNOWN AS TCS CASH STORE INC., 1152919 ALBERTA INC., FORMERLY KNOWN AS INSTALOANS 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

**MOTION RECORD OF THE APPLICANTS  
(Meetings Order Motion  
Returnable September 30, 2015)**

**OSLER, HOSKIN & HARCOURT LLP**

1 First Canadian Place, P.O. Box 50  
Toronto, On M5X 1B8

Tel: 416.362.2111

Fax: 416.862-6666

Counsel for the Chief Restructuring Officer  
of the Applicants