



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

THE HONOURABLE

JUSTICE MORAWETZ

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)  
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WEDNESDAY, THE 15th

DAY OF OCTOBER, 2014

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

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

APPLICANTS

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by The Cash Store Financial Services, Inc. ("**Cash Store Financial**") and its affiliated companies The Cash Store Inc., TCS Cash Store Inc., Instaloans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd. doing business as "The Title Store" (collectively "**Cash Store**" or the "**Applicants**") for an order approving the proposed sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Asset Purchase Agreement**") among the Applicants, as vendors, and National Money Mart Company (the "**Purchaser**"), as purchaser, made as of October 8, 2014, and appended in redacted form to the Affidavit of William E. Aziz dated October 8, 2014 (the "**Aziz Sale Approval Affidavit**"), and vesting in the Purchaser the Purchased Assets as defined in the Asset Purchase Agreement, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Aziz Sale Approval Affidavit, and the Eleventh Report of FTI Consulting Canada Inc. in its capacity as Monitor (the “**Monitor**”), and on hearing the submissions of counsel for BlueTree Advisors Inc. in its capacity as the Court-appointed Chief Restructuring Officer (the “**CRO**”) of the Applicants, the DIP Lenders (as defined in the Order of this Court dated August 7, 2014), 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 October 8, 2014:

### **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, except as provided herein.

### **DEFINITIONS**

2. THIS COURT ORDERS that all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Aziz Sale Approval Affidavit or the redacted Asset Purchase Agreement attached thereto.

### **APPROVAL OF ASSET PURCHASE AGREEMENT AND TRANSITION SERVICES**

#### **AGREEMENT**

3. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Asset Purchase Agreement by the CRO, for and on behalf of the Applicants, is hereby authorized and approved, with such minor amendments as the CRO, in consultation with the Monitor, may deem necessary. The Applicants, as directed by the CRO, are hereby authorized and directed to take such additional steps and execute such additional documents as

may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser or such other person(s) as the Purchaser may direct and the Monitor may agree.

4. THIS COURT ORDERS AND DECLARES that the acquisition of the Purchased Assets (including the loan portfolio, Customer Lists and Accounts Receivable) shall constitute the purchase of a “business” for the purposes of Section 10(12) of *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act* (Canada) and hereby assigns to the Purchaser any consents obtained by the Applicants from their customers that allow the Applicants to send marketing materials by telecommunications or other electronic means to such customers.

5. THIS COURT ORDERS that the Applicants shall serve notice of this Order on every party to the Assigned Contracts, except for parties who have consented to the assignment of the Assigned Contract in question (the “**Assigned Contract Notice**”), substantially in the form attached as Schedule A hereto. If a party to an Assigned Contract objects to the assignment of such Contract, then, on or before 14 calendar days after the date of service of the Assigned Contract Notice, which deadline may be extended by the CRO in consultation with the Monitor (the “**Notice Effective Date**”), such parties to Assigned Contracts shall serve a responding motion record setting out their objections to the assignment on every party to the Assigned Contract, the Monitor and the CRO. Such disputes may be resolved by agreement between the

parties to the Assigned Contract, in consultation with the Monitor and the CRO, or by an order of the Court.

6. THIS COURT ORDERS that if a party to an Assigned Contract who is served with an Assigned Contract Notice and neither consents to the assignment of such Assigned Contract nor serves a responding motion record objecting to the assignment of such Assigned Contract on or before the Notice Effective Date, then the assignment of such party's Assigned Contract provided for herein shall be deemed effective on the date the Monitor's Certificate is filed, and without any further right of comeback (the "**Section 11.3 Assigned Contracts**").

7. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule B hereto (the "**Monitor's Certificate**"), all of the Purchased Assets (other than amounts owing in respect of Third Party Loans), including, without limitation, (a) any Section 11.3 Assigned Contracts and any other Assigned Contracts for which all parties consent to the assignment, including leases of real property; and (b) any Books and Records (including, any and all Customer Lists); and (c) with respect to amounts owing in respect of Third Party Loans, the Applicants' right, title and interest in and to such amounts, shall vest, without further instrument of transfer or assignment, absolutely in the Purchaser, free and clear of and from any and all ownership claims, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, pledges, trusts, constructive trusts or deemed trusts (whether contractual, statutory, or otherwise), encumbrances, obligations, liabilities, claims (including, without limitation, any claim based on any theory that the Purchaser is a successor or continuation of the Applicants or the Business), demands, guarantees, restrictions, contractual commitments, rights, including without limitation, rights of first refusal and rights of set-off, liens, executions, levies, charges, or other financial or monetary

claims, adverse claims, or rights of use, puts or forced sale provisions exercisable as a consequence of or arising from closing of the Transaction, whether arising prior to or subsequent to the commencement of the CCAA proceedings, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, legal, equitable, possessory or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Morawetz dated April 14, 2014, as amended and restated April 15, 2014, and any subsequent charges created by the Court; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the Permitted Encumbrances and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby released, extinguished, expunged and discharged as against the Purchased Assets.

8. THIS COURT ORDERS that upon delivery of the Monitor’s Certificate all of the rights and obligations of the Applicants under the Section 11.3 Assigned Contracts shall be assigned to the Purchaser pursuant to Sections 2.5 and 9.2 of the Asset Purchase Agreement and pursuant to Section 11.3 of the CCAA; provided, however, that if the Purchaser, in accordance with Section 2.6 of the Asset Purchase Agreement, provides written notice to the Applicants that it no longer desires to acquire certain Purchased Assets or Acquired Locations and such Purchased Assets or Acquired Locations constitute Excluded Assets at the Closing, then the rights and obligations of the Applicants under any contracts associated with such Purchased Assets or Acquired Locations, regardless of whether they would otherwise be Section 11.3 Assigned Contracts, shall not be assigned to the Purchaser.

9. THIS COURT ORDERS that the assignment of the rights and obligations of the Applicants under the Section 11.3 Assigned Contracts to the Purchaser pursuant to Sections 2.5 and 9.2 of the Asset Purchase Agreement and pursuant to this Order is valid and binding upon all of the counterparties to the Section 11.3 Assigned Contracts so assigned, without further documentation, as if the Purchaser was a party to such Section 11.3 Assigned Contracts, notwithstanding any restriction or prohibition contained in any such Section 11.3 Assigned Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.

10. THIS COURT ORDERS that each counterparty to the Section 11.3 Assigned Contracts assigned pursuant to this Order is permanently prohibited from exercising any right or remedy under such Section 11.3 Assigned Contracts, including termination of such Contracts, by reason of any defaults thereunder arising from these CCAA proceedings or the insolvency of the Applicants, the assignment of the Section 11.3 Assigned Contracts to the Purchaser, or any failure of the Applicants to perform a non-monetary obligation under such Section 11.3 Assigned Contracts, or as a result of any actions taken pursuant to or as a result of the Asset Purchase Agreement, including the assignment of the Section 11.3 Assigned Contracts. All notices of default and demands given in connection with any such defaults under, or non-compliance with such Section 11.3 Assigned Contracts, including any non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied in any assigned Section 11.3 Assigned Contract, shall be deemed to have been waived and/or rescinded, as the case may be, and shall be of no further force or effect.

11. THIS COURT ORDERS that as a condition of the Closing, all existing monetary defaults in relation to the assigned Section 11.3 Assigned Contracts, other than those arising by reason of

the Applicants' insolvency, the commencement of these CCAA proceedings, or the Applicants' failure to perform a non-monetary obligation, shall be paid in accordance with Section 2.5 of the Asset Purchase Agreement.

12. THIS COURT ORDERS that notwithstanding anything contained in this Order, nothing shall derogate from the obligations of the Purchaser (and such other person(s) as the Purchaser may direct and the Monitor may agree) to assume the Assumed Liabilities, including the Accounts Payable and the Accrued Liabilities, and to perform its obligations under the Assigned Contracts, as set out in the Asset Purchase Agreement.

13. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

14. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

15. THIS COURT ORDERS that the Purchaser shall be entitled to a first priority charge (the "**Purchaser's Charge**") over the funds paid to the Monitor by the Purchaser in respect of the AR Purchase Amount, the TPL Purchase Amount and the PE&D Purchase Amount to serve as security for the payment of any Purchase Price adjustment in respect of the AR Purchase Amount, TPL Purchase Amount or PE&D Purchase Amount owing to the Purchaser pursuant to

Section 3.5 of the Asset Purchase Agreement. The Purchaser's Charge shall be deemed to be discharged when the Final Closing Statement is finally determined and any amounts the Applicants are required to pay to the Purchaser in respect of the Final Closing Statement are paid.

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Monitor and/or CRO is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Applicants' employees, including personal information of those employees listed on Schedule 4.9 to the Asset Purchase Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Applicants.

17. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Applicants and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Applicants;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other



reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

18. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario) and any equivalent legislation in any other jurisdiction in which all or any part of the Purchased Assets are located.

19. THIS COURT ORDERS that the execution of the Transition Services Agreement by the CRO, substantially in the form attached to the Aziz Sale Approval Affidavit, for and on behalf of the Applicants, is hereby authorized and approved, with minor amendments as the Applicants, at the direction of the CRO and in consultation with the Monitor, may deem necessary. The Applicants, at the direction of the CRO, are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to carry out the terms of the Transition Services Agreement.

#### **APPROVAL OF MONITOR'S REPORT**

20. THIS COURT ORDERS that the Tenth Report of the Monitor dated September 25, 2014, and the Monitor's activities described therein are hereby approved.

#### **SEALING**

21. THIS COURT ORDERS that the Confidential Exhibit to the Eleventh Report shall be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of the Court.

**GENERAL PROVISIONS**

22. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the CRO, the Applicants, the Monitor and their agents in carrying out the terms of this Order. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants, and to the CRO and the Monitor as officers of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants, the CRO, the Monitor and their agents in carrying out the terms of this Order.

23. THIS COURT ORDERS that each of the Applicants, the CRO and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

24. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

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

OCT 15 2014



**Schedule A – Form of Assigned Contract Notice**

**ASSIGNED CONTRACT NOTICE**

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

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

APPLICANTS

***Re: Your Contract with The Cash Store Financial Services Inc. or other Applicants (the  
"Assigned Contract")***

**PLEASE TAKE NOTICE** that the Applicants obtained a Court Order pursuant to Section 11.3 of the *Companies' Creditors Arrangement Act* (Canada) ("CCAA") dated October ●, 2014 (the "**Approval and Vesting Order**"), enclosed herewith. The Approval and Vesting Order approves the proposed Transaction (as defined in the Approval and Vesting Order), which contemplates that the Assigned Contract will be assigned from The Cash Store Financial Services Inc. or other Applicant(s), as the case may be, to the Purchaser.

Because you have not consented to the assignment of the Assigned Contract, the Applicants hereby provide you with notice of the Approval and Vesting Order. Pursuant to paragraph 5 of the Approval and Vesting Order, if you object to the assignment of the Assigned Contract to the Purchaser, then **within 14 calendar days** from the date of service of this Notice (the "**Assigned Contract Notice**"), which deadline may be extended by the Chief Restructuring Officer ("CRO") appointed in these proceedings in consultation with the Monitor appointed in these proceedings (the "**Notice Effective Date**"), **you must serve a responding motion record** setting out your objections to the assignment on every party to the Assigned Contract, the Monitor and the CRO.

If you fail to serve a responding motion record objecting to the assignment of such Assigned Contract on or before the Notice Effective Date, then, pursuant to paragraph 6 of the Approval and Vesting Order, the Assigned Contract shall be assigned to the Purchaser effective on the date the Monitor's Certificate (as defined in the Approval and Vesting Order) is filed, without any further right of comeback, without further documentation, and notwithstanding any restriction or prohibition contained in any such Assigned Contract relating to the assignment thereof, including any provision requiring the consent of any party to the assignment (the "**Section 11.3 Assigned Contracts**"); provided, however, that if the Purchaser, in accordance with Section 2.6 of the Asset Purchase Agreement, provides written notice to the Applicants that it no longer desires to acquire certain Purchased Assets or Acquired Locations and such Purchased Assets or Acquired Locations constitute Excluded Assets at the Closing, then the rights and obligations of the Applicants under any contracts associated with such Purchased Assets or Acquired Locations, regardless of whether they would otherwise be Section 11.3 Assigned Contracts, shall not be assigned to the Purchaser.

In addition, pursuant to paragraph 10 of the Approval and Vesting Order, each counterparty to an assigned Section 11.3 Assigned Contract is prohibited from exercising any right or remedy under such Section 11.3 Assigned Contract by reason of any defaults thereunder arising from these CCAA proceedings or the insolvency of the Applicants, the assignment of such Section 11.3 Assigned Contracts or any failure of the Applicants to perform a non-monetary obligation under the Section 11.3 Assigned Contracts, or as a result of any actions taken pursuant to or as a result of the Asset Purchase Agreement. All notices of default and demands given in connection with any such defaults under or non-compliance with such Section 11.3 Assigned Contracts shall be deemed to have been rescinded and shall be of no further force or effect.

Finally, pursuant to paragraph 11 of the Approval and Vesting Order, all existing monetary defaults in relation to an assigned Section 11.3 Assigned Contract, other than those arising by reason of the Applicants' insolvency, the commencement of these CCAA proceedings, or the Applicants' failure to perform a non-monetary obligation, shall be paid in accordance with Section 2.5 of the Asset Purchase Agreement.

Contact information for the Monitor and CRO are set out in the table below. You can find additional information about these CCAA proceedings on the Monitor's website at: <http://cfcanda.fticonsulting.com/cashstorefinancial/>

<i><b>Party/Counsel</b></i>	<i><b>Address/Email Address</b></i>	<i><b>Telephone</b></i>	<i><b>Facsimile</b></i>
<b>FTI Consulting Canada Inc.</b> (Monitor)	TD Waterhouse Tower 79 Wellington Street West Suite 2010, P.O. Box 104 Toronto ON M4K 1G8  Greg Watson Email: <a href="mailto:greg.watson@fticonsulting.com">greg.watson@fticonsulting.com</a>  Jeff Rosenberg Email: <a href="mailto:jeffrey.rosenberg@fticonsulting.com">jeffrey.rosenberg@fticonsulting.com</a>	416.649.8077	416.649.8101
<b>McCarthy Tétrault</b> (Monitor's counsel)	Suite 5300, TD Bank Tower Box 48, 66 Wellington Street West Toronto ON M5K 1E6  James Gage Email: <a href="mailto:jgage@mccarthy.ca">jgage@mccarthy.ca</a>  Heather Meredith Email: <a href="mailto:hmeredith@mccarthy.ca">hmeredith@mccarthy.ca</a>	416.362.1812	416.868.0673
<b>BlueTree Advisors Inc.</b> (CRO)	Bill Aziz Email: <a href="mailto:baziz@bluetreadvisors.com">baziz@bluetreadvisors.com</a>	905.849.4332	905.849.4248

<i>Party/Counsel</i>	<i>Address/Email Address</i>	<i>Telephone</i>	<i>Facsimile</i>
<b>Osler Hoskin &amp; Harcourt LLP</b> (CRO's counsel)	P. O. Box 50, 1 First Canadian Place Toronto ON M5X 1B8  Marc Wasserman Email: <a href="mailto:mwasserman@osler.com">mwasserman@osler.com</a>  Jeremy Dacks Email: <a href="mailto:jdacks@osler.com">jdacks@osler.com</a>  Patrick Riesterer Email: <a href="mailto:priesterer@osler.com">priesterer@osler.com</a>	416.362.2111	416.862.6666

**Schedule B – Form of Monitor’s Certificate**

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

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

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

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

APPLICANTS

**MONITOR’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Morawetz of the Ontario Superior Court of Justice (the “**Court**”) dated April 14, 2014, as amended and restated April 15, 2014, FTI Consulting Canada Inc. was appointed as the monitor (the “**Monitor**”) in connection with the CCAA proceedings.

B. Pursuant to an Order of the Court dated October ●, 2014 (the “**Approval and Vesting Order**”), the Court approved the agreement of purchase and sale (the “**Asset Purchase Agreement**”) among the Applicants, as vendors, and National Money Mart Company (the “**Purchaser**”), as purchaser, made as of October 8, 2014, and provided for the vesting in the Purchaser of the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 7 and Article 8 of the Asset Purchase Agreement have been satisfied or waived by the Applicants and the Purchaser; and (iii) the Transaction has closed to the satisfaction of the Monitor, in consultation with the CRO.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Asset Purchase Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Asset Purchase Agreement;
2. The conditions to Closing as set out in Article 7 and Article 8 of the Asset Purchase Agreement have been satisfied or waived by the Applicants and the Purchaser; and
3. The contracts listed on the attached Schedule have been assigned by the Applicants to the Purchaser either with the consent of the counterparty to such contracts or pursuant to the procedures set out in paragraphs 5 and 6 of the Approval and Vesting Order with respect to assigned Section 11.3 Assigned Contracts.
4. The Transaction has been completed to the satisfaction of the Monitor.
5. This Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**FTI Consulting Canada inc., in its capacity as Monitor of The Cash Store Financial Services, Inc. ("Cash Store Financial") and its affiliated companies The Cash Store Inc., TCS - Cash Store Inc., Instaloes Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd. doing business as "The Title Store", and not in its personal capacity**

Per: \_\_\_\_\_

Name:

Title:

**Schedule C – Claims to be released, discharged and expunged from Purchased Assets upon delivery of the Monitor’s Certificate**

Nil



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

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

**AND IN THE MATTER OF a plan of compromise or arrangement of The Cash Store Financial Services Inc., The Cash Store Inc., TCS Cash Store Inc., Instalcons 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

**SALE APPROVAL AND VESTING ORDER**

**OSLER, HOSKIN & HARCOURT LLP**

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Toronto, ON M5X 1B8

**Marc Wasserman** LSUC#444066M

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Counsel to the Chief Restructuring Officer of the  
Applicants