



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

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

THE HONOURABLE REGIONAL )

MONDAY, THE 26th

SENIOR JUSTICE MORAWETZ )

DAY OF JANUARY, 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 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  
(easyfinancial Services Inc.)**

**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 "**easyfinancial Transaction**") contemplated by an agreement of purchase and sale (the "**Asset Purchase Agreement**") among the Applicants, as vendors, and easyfinancial Services Inc (the "**Purchaser**"), as purchaser, made as of January 16, 2015, and appended in redacted form to the Affidavit of William E. Aziz dated January 20, 2015 (the "**Aziz Secondary Sale Approval Affidavit**") and appended in unredacted form as the Confidential Exhibit to the Thirteenth Report (defined below), 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 Secondary Sale Approval Affidavit, and the Thirteenth Report (the “**Thirteenth 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 January 20, 2015 and the supplementary affidavit of service sworn January 24, 2015 (collectively, the “**Affidavit of Service**”):

#### **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 all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Aziz Secondary Sale Approval Affidavit or the redacted Asset Purchase Agreement attached thereto.

#### **APPROVAL OF ASSET PURCHASE AGREEMENT**

3. THIS COURT ORDERS AND DECLARES that the easyfinancial 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 easyfinancial 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 upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Monitor's Certificate**"), all of the Purchased Assets, including, without limitation, any Assigned Contracts, including leases of real property (other than those real property leases that are Contingent Acquired Locations, which shall vest in the Purchaser in accordance with the terms and conditions set forth in the Asset Purchase Agreement, and be subject to the benefits and protections of this Order at the time of such vesting) listed on Schedule "C" to this Order 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 easyfinancial 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 Regional Senior 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 “B” 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.

5. THIS COURT ORDERS that within one day of this Order being issued, the CRO will serve a copy of this Order on all parties to an Assigned Contract who have not consented to the assignment. Such service shall be effected by email or, if an email address is not available, by courier. If a party to an Assigned Contract who has not consented to the assignment receives this Order from the CRO and does not serve on the CRO and Monitor and thereafter file a motion record with this Court objecting to the assignment of its Assigned Contract within 5 days after the CRO sends this Order (the “**Section 11.3 Assigned Contracts**”), 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.

6. 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 to be assigned to and assumed by the Purchaser pursuant to the Asset Purchase Agreement shall be assigned to the Purchaser pursuant to the Asset Purchase Agreement and pursuant to Section 11.3 of the CCAA.

7. 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 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.

8. 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.

9. THIS COURT ORDERS that as a condition of the Closing, all existing monetary defaults in relation to the 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.

10. 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 and to perform its obligations under the Assigned Contracts, as set out in the Asset Purchase Agreement.

11. 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.

12. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof, provided, however, that the Monitor shall not deliver the Monitor's Certificate earlier than 7 days after the Order is issued.

13. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the CRO, with the assistance of the Monitor, 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' Transferred Employees. The Purchaser shall maintain and protect the privacy of such

information and shall be entitled to use and disclose the Personal Information in connection with the conduct of the Business after Closing in compliance with all applicable Laws.

14. 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.

15. THIS COURT ORDERS AND DECLARES that the easyfinancial 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.

**APPROVAL OF MONITOR'S REPORT**

16. THIS COURT ORDERS that the Eleventh Report, Twelfth Report and Supplement to the Twelfth Report of the Monitor dated October 10, November 19 and November 27, 2014, respectively, and the Monitor's activities described therein are hereby approved.

**SEALING**

17. THIS COURT ORDERS that the Confidential Exhibit to the Thirteenth 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**

18. 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.

19. 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.

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

  
\_\_\_\_\_

JAN 23 2015

MJ

**Schedule A – 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  
(easyfinancial Transaction)**

**RECITALS**

A. Pursuant to an Order of the Honourable Regional Senior 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 of the Applicants.

B. Pursuant to an Order of the Court dated January ●, 2015 (the “**Approval and Vesting Order**”), the Court approved the agreement of purchase and sale (the “**Asset Purchase Agreement**”) among the Applicants, as vendors, and easyfinancial Services Inc (the “**Purchaser**”), as purchaser, made as of January 16, 2015, 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 easyfinancial 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 that is payable on the Closing Date pursuant to the Asset Purchase Agreement;
2. The conditions set out in Article 7, Article 8 or Article 9, as applicable, have been satisfied or waived (other than those conditions relating to the assignment or transfer of the Contingent Acquired Locations), and the Purchaser and Vendor have each delivered to the Monitor written confirmation of same;
3. The Applicants have confirmed that all existing monetary defaults in relation to the Section 11.3 Assigned Contracts (as defined in the Approval and Vesting Order), other than those arising by reason of the Applicants' insolvency, the commencement of the Applicants' CCAA proceedings, or the Applicants' failure to perform a non-monetary obligations, have been paid; and
4. The easyfinancial Transaction has been completed to the satisfaction of the Monitor.

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

Nil

### Schedule C –List of Non-Contingent Acquired Locations

<u>Branch #</u>	<u>Address</u>	<u>City</u>	<u>Province</u>
C113	West Edmonton Mall	Edmonton	AB
C096	8920-152 Street	Surrey	BC
I866	96 Hardwood Ave. S	Ajax	ON
C194	253 Bank Street	Ottawa	ON
I794	#103, 1984 Regent Street	Sudbury	ON
C137	3026 Danforth Avenue	Toronto	ON
C203	3422-99 Street	Edmonton	AB
C201	8161-99 Street	Edmonton	AB
C279	RioCan Fairgrounds Shopping Centre	Orangeville	ON
I901	1343 King Street E	Oshawa	ON
C180	739 The Queensway	Etobicoke	ON
I935	Andun Plaza	Barrie	ON
C386	4461 Lougheed Hwy., Unit 3	Burnaby	BC
C259	6413 Bowness Road NW	Calgary	AB
I749	2404 Centre St. North	Calgary	AB
C029	912 Portage Ave, Unit 1	Winnipeg	MB
I788	1565 Regent Ave. W., Unit 1A	Winnipeg	MB
I785	1155 Main Street, Unit E	Winnipeg	MB
I723	D 3388 Douglas Street	Victoria	BC
C293	Heritage Plaza	Peterborough	ON
I771	7110 50 <sup>th</sup> Avenue, Unit 11	Red Deer	AB
C078	15 Arthur Street	St. Thomas	ON
I922	10 Dundas St. W.	Trenton	ON

<b><u>Branch #</u></b>	<b><u>Address</u></b>	<b><u>City</u></b>	<b><u>Province</u></b>
C191	1 King William St., Unit 2	Hunstville	ON
C297	4152 Redford St., Unit 203A	Port Alberni	BC
C283	14500 Simcoe Street	Port Perry	ON
I786	321E Main St.	Selkirk	MB
C245	1678 Second Ave.	Trail	BC
C075	277 Bath Road	Kingston	ON
C058	1518 Merrivale Road	Nepean	ON
C053	496 Kerr Street	Oakville	ON
C165	18 Southridge Dr., Unit 6	Okotoks	AB
C300	Conway Place	Digby	NS

**'IN THE MATTER OF the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended**  
**AND IN THE MATTER OF a plan of compromise or arrangement of The Cash Store Financial Services Inc., The Cash Store Inc., TCS Cash Store Inc., Instalcons Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., 1693926 Alberta Ltd. doing business as "The Title Store"**

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

*Ontario*

**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**SALE APPROVAL AND VESTING ORDER**  
**(easyfinancial Transaction)**

**OSLER, HOSKIN & HARCOURT LLP**  
1 First Canadian Place  
P.O. Box 50  
Toronto, ON M5X 1B8

**Marc Wasserman** LSUC#44066M  
Tel: (416) 862-4908

**Jeremy Dacks** LSUC# 41851R  
Tel: (416) 862-4923  
Fax: (416) 862-6666

Counsel to the Chief Restructuring Officer of the Applicants