

**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

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***

October 6, 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 Meetings Order (as such Order may be amended, restated or varied from time to time, the "**Meetings Order**") and on October 6, 2015, the Court granted a further 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 Instalozans 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, resiliation, 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 Plan 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 Instaloans 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 E 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 E 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); *Timothy Yeoman v. Gordon J Reykdal, et al.* (Ontario Superior Court of Justice, Court File No. 4171/14); and/or *Ronald Payne and Timothy Yeoman v. Trimor Annuity Focus Limited Partnership, et al.* (Ontario Superior Court Action No. 4172/14), as amended pursuant to section 17 of the D&O/Insurer Global Settlement Agreement.

“**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 and the CRO (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 Mounter), 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 the D&Os, and to the extent otherwise involved in the Settlements, the Insurers (notice to be provided, for purposes of this Plan, to Lenczner Slaght Royce Smith Griffin LLP and Blake, Cassels & Graydon LLP), the Monitor, the Ad Hoc Committee and Litigation Counsel, 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 Claims**” means any set-off claims or counterclaims brought by the Remaining Defendants, or any of them, in any action commenced against such Remaining Defendants by a D&O or a D&O’s insurer to the maximum of the quantum of liability assessed against the Remaining Defendants in such action, if any, and claims for legal costs against the D&Os in respect of any action commenced against such Remaining Defendants by a D&O or a D&O’s insurer.

“**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 except to the extent that such Claims are Released 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 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) except as expressly provided for herein, 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 Mounteer, 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 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 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 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 Munteer (in accordance with the wire transfer instructions provided by Bennett Munteer 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 other than the Remaining Defendant Claims;
- (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 [proceedings of](#) 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;
- (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); and
- (h) the Remaining Defendant Claims.

7.3 Injunctions

Subject to sections 7.5 and 7.6, 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.

Notwithstanding anything else to the contrary in this Plan, nothing in this Plan precludes the Remaining Defendants from asserting: (a) claims for set off against the Applicants for amounts owed to them in response to the Remaining Estate Actions; (b) counterclaims against the Applicants in response to the Remaining Estate Actions; (c) Remaining Defendant Claims; (d) third party claims against any Person who might reasonably be expected to make a claim for contribution or indemnity, or any other relief, against a Released Party, provided that such Person remains subject to the third party release and bar order contained in the Sanction Order and the *Pierringer* provision in section 7.6 herein; or (e) claims for legal costs against the Applicants in respect of their defences of the Remaining Estate Actions, provided that the validity, effect and priority of any such claims will be determined by the CCAA Court.

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.

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) 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 and 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 and 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 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 and jgage@mccarthy.ca
Fax: (416) 601-7856

(d) if to DirectCash:

c/o Dentons LLP
850 – 2nd Street S.W., 15th 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, 11th 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., 28th 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 6th day of October, 2015.

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)