

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

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

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

APPLICANTS

AFFIDAVIT OF PATRICK RIESTERER

I, Patrick Riesterer, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am an associate lawyer with Osler, Hoskin & Harcourt LLP, counsel for the Special Committee of Cash Store Financial Services Inc.
2. All capitalized terms used but not defined herein have the meanings given in the affidavit of Steven Carlstrom sworn April 14, 2014 ("**Carlstrom Affidavit**").
3. The Carlstrom Affidavit describes at paragraphs 131 to 142 initial efforts to contact McCann with respect to CCAA matters in the weeks before the application materials were served. Attached as Exhibit "A" are copies of email correspondence detailing those communications.
4. In my first Affidavit of April 15, 2014, I described a number of attempts to contact McCann's counsel prior to the hearing on Monday April 14, 2014.
5. In my first Affidavit, I described a portion of Mr. Wasserman's conversation with counsel to McCann. I am advised by my colleagues Mr. Jeremy Dacks and Mr. Wasserman that

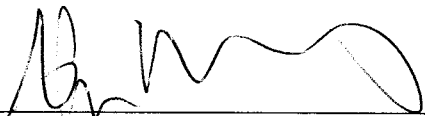
they spoke to counsel to McCann at approximately 12:04 pm ET on Monday April 14, 2014 from the courthouse. Counsel to McCann advised Mr. Dacks and Mr. Wasserman that counsel to McCann is treating the application as ex parte and would not be sending anyone from Bennett Jones LLP's Toronto office. I am advised that Mr. Jeremy Dacks and Mr. Wasserman indicated that they would advise the court that McCann's counsel was treating the application as ex parte.

6. I am advised by my colleague Mr. Wasserman that he attempted to reach McCann's counsel at 12:38 pm ET on Monday April 14, 2014 but was not successful. Mr. Wasserman advises that he did speak to McCann's counsel at approximately 1:05 pm ET to advise McCann's counsel that the CCAA application was continuing at 3 pm ET and asked if he would be sending someone from his Toronto office. McCann's counsel advised Mr. Wasserman that he did not know if that was possible.

7. Mr. Wasserman was copied on a letter that was sent by counsel to McCann to the Alberta Court of the Queen's Bench on April 15, 2014. In this letter, counsel to McCann confirms that he received notice of the CCAA application on April 14, 2014. Counsel to McCann states in his letter that he had learned that the Applicants had brought a CCAA application in Ontario yesterday and indicating the possibility that McCann's counsel may bring a challenge to the jurisdiction of the Ontario Superior Court of Justice to hear that application. A copy of the letter sent by counsel to McCann to the Alberta Court of the Queen's Bench is attached as Exhibit "B".

8. At 1:47 pm ET a letter was served upon the service list by counsel to McCann. A copy of this letter is attached as Exhibit "C".

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario this
16th day of April, 2014.

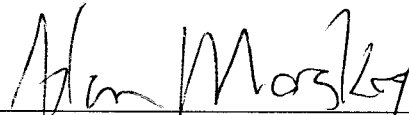


COMMISSIONER FOR TAKING AFFIDAVITS



PATRICK RIESTERER

THIS IS EXHIBIT "A" REFERRED TO IN
THE AFFIDAVIT OF **PATRICK RIESTERER**
SWORN BEFORE ME THIS 16th DAY
OF APRIL, 2014



Adam Marsley

A Commissioner for Taking Affidavits

Riesterer, Patrick

From: Svoyskiy, Alexander [Alexander.Svoyskiy@Rothschild.com]
Sent: Friday, March 21, 2014 9:39 AM
To: 'jm.mccann@aristoscorp.com'
Cc: NYC Project Oilers; Wasserman, Marc; Vernon, David; Riesterer, Patrick; Pressman, Emmanuel
Subject: RE: Cash Store NDA
Attachments: #30057332v2_LEGAL_1_ - NDA_McCann.doc; WS_BinaryComparison_#30057332v1_LEGAL_1_ - NDA_McCann-#30057332v2_LEGAL_1_ - NDA_McCann.pdf

Murray,
Please find attached a revised draft of the Cash Store NDA, along with a blackline to the version that I sent you last week. We have removed the standstill provision. We would like to get the NDA in place as soon as possible and schedule a meeting next week to have a discussion around the company.

Let me know if you have any questions or comments on the attached.
Thanks.
Alex.

Alexander Svoyskiy
Vice President
Rothschild

Tel +1 (212) 403 3577
Mobile +1 (917) 622 4262
e-mail alexander.svoyskiy@rothschild.com
1251 Avenue of the Americas, 33rd Floor, New York, NY 10020, USA
In the USA Rothschild operates through Rothschild Inc.

From: Svoyskiy, Alexander
Sent: Wednesday, March 12, 2014 11:04 AM
To: jm.mccann@aristoscorp.com
Cc: Douton, Bernard; Rakiter, Michael; McCartney, Brendan; Vernon, David; Riesterer, Patrick (PRiesterer@osler.com)
Subject: Cash Store NDA

Murray,
Please find attached an NDA for the Cash Store. We look forward hearing back from you – please reply to all with any questions or comments you may have on the NDA.

Best,
Alex.

Alexander Svoyskiy
Vice President
Rothschild

Tel +1 (212) 403 3577
Mobile +1 (917) 622 4262
e-mail alexander.svoyskiy@rothschild.com
1251 Avenue of the Americas, 33rd Floor, New York, NY 10020, USA
In the USA Rothschild operates through Rothschild Inc.

From: Gord Reykdal [<mailto:gord@csfinancial.ca>]
Sent: Monday, March 10, 2014 8:27 PM
To: Douton, Bernard
Cc: jm.mccann@aristoscorp.com; Chris Shackelton
Subject:

Hi Bernard

Could you please send a NDA to Murray and Chris. Thanks, Gord

gordreykdal

CHIEF EXECUTIVE OFFICER

CASH STORE FINANCIAL

15511 – 123 Avenue

Edmonton, AB | T5V 0C3

T: 780.408.5118 C: 780.497-1480

(Canada)

E: gord@csfinancial.ca

F: 780.443.2653

The information and any files attached to this email are confidential and intended solely for the use of The Cash Store Financial Services Inc. and the intended recipient. Any disclosing, copying, or distribution of information within this email, without the expressed permission of the writer, is strictly prohibited. The Cash Store Financial Services Inc. is a Canadian corporation that is not affiliated with Cottonwood Financial Ltd. or the outlets Cottonwood Financial Ltd. operates in the United States under the name "Cash Store." The Cash Store Financial Services Inc. does not do business under the name "Cash Store" in the United States and does not provide any consumer lending services in the United States.

Please consider your environmental responsibility before printing this e-mail

This message is for the named person's use only. It may contain confidential, proprietary or legally privileged information. No right to confidential or privileged treatment of this message is waived or lost by an error in transmission. If you have received this message in error, please immediately notify the sender by e-mail, delete the message and all copies from your system and destroy any hard copies. You must not, directly or indirectly, use, disclose, distribute,

print or copy any part of this message if you are not
the intended recipient.

Riesterer, Patrick

From: Svoyskiy, Alexander [Alexander.Svoyskiy@Rothschild.com]
Sent: Thursday, March 27, 2014 1:08 PM
To: 'jm.mccann@aristoscorp.com'
Cc: NYC Project Oilers; Wasserman, Marc; Vernon, David; Riesterer, Patrick; Pressman, Emmanuel
Subject: RE: Cash Store NDA

Murray, I wanted to follow up on the NDA for Cash Store that I sent last week – please let me know if you've had a chance to review and if you have any comments. We'd like to get it in place as soon as possible so that we can schedule a call with you as early as Monday.

Thanks. Alex.

Alexander Svoyskiy
Vice President
Rothschild

Tel +1 (212) 403 3577
Mobile +1 (917) 622 4262
e-mail alexander.svoyskiy@rothschild.com
1251 Avenue of the Americas, 33rd Floor, New York, NY 10020, USA
In the USA Rothschild operates through Rothschild Inc.

From: Svoyskiy, Alexander
Sent: Friday, March 21, 2014 9:39 AM
To: 'jm.mccann@aristoscorp.com'
Cc: NYC Project Oilers; 'Wasserman, Marc'; 'Vernon, David'; 'Riesterer, Patrick (PRiesterer@osler.com)'; 'Pressman, Emmanuel'
Subject: RE: Cash Store NDA

Murray,
Please find attached a revised draft of the Cash Store NDA, along with a blackline to the version that I sent you last week. We have removed the standstill provision. We would like to get the NDA in place as soon as possible and schedule a meeting next week to have a discussion around the company.

Let me know if you have any questions or comments on the attached.
Thanks.
Alex.

Alexander Svoyskiy
Vice President
Rothschild

Tel +1 (212) 403 3577
Mobile +1 (917) 622 4262
e-mail alexander.svoyskiy@rothschild.com
1251 Avenue of the Americas, 33rd Floor, New York, NY 10020, USA
In the USA Rothschild operates through Rothschild Inc.

From: Svoyskiy, Alexander
Sent: Wednesday, March 12, 2014 11:04 AM
To: jm.mccann@aristoscorp.com
Cc: Douton, Bernard; Rakiter, Michael; McCartney, Brendan; Vernon, David; Riesterer, Patrick (PRiesterer@osler.com)
Subject: Cash Store NDA

Murray,

Please find attached an NDA for the Cash Store. We look forward hearing back from you – please reply to all with any questions or comments you may have on the NDA.

Best,
Alex.

Alexander Svoyskiy
Vice President
Rothschild

Tel +1 (212) 403 3577

Mobile +1 (917) 622 4262

e-mail alexander.svoyskiy@rothschild.com

1251 Avenue of the Americas, 33rd Floor, New York, NY 10020, USA

In the USA Rothschild operates through Rothschild Inc.

From: Gord Reykdal [<mailto:gord@csfinancial.ca>]

Sent: Monday, March 10, 2014 8:27 PM

To: Douton, Bernard

Cc: jm.mccann@aristoscorp.com; Chris Shackelton

Subject:

Hi Bernard

Could you please send a NDA to Murray and Chris. Thanks, Gord

gordreykdal

CHIEF EXECUTIVE OFFICER

CASH STORE FINANCIAL

15511 – 123 Avenue

Edmonton, AB | T5V 0C3

T: 780.408.5118 C: 780.497-1480

(Canada)

E: gord@csfinancial.ca

F: 780.443.2653

The information and any files attached to this email are confidential and intended solely for the use of The Cash Store Financial Services Inc. and the intended recipient. Any disclosing, copying, or distribution of information within this email, without the expressed permission of the writer, is strictly prohibited. The Cash Store Financial Services Inc. is a Canadian corporation that is not affiliated with Cottonwood Financial Ltd. or the outlets Cottonwood Financial Ltd. operates in the United States under the name "Cash Store." The Cash Store Financial Services Inc. does not do business under the name "Cash Store" in the United States and does not

provide any consumer lending services
in the United States.

**Please consider your environmental
responsibility before printing this e-
mail**

This message is for the named person's use only. It may contain confidential, proprietary or legally privileged information. No right to confidential or privileged treatment of this message is waived or lost by an error in transmission. If you have received this message in error, please immediately notify the sender by e-mail, delete the message and all copies from your system and destroy any hard copies. You must not, directly or indirectly, use, disclose, distribute, print or copy any part of this message if you are not the intended recipient.

Riesterer, Patrick

From: Wasserman, Marc
Sent: Friday, April 04, 2014 11:18 AM
To: Ken Lenz
Cc: Riesterer, Patrick; Svoyskiy, Alexander; NYC Project Oilers
Subject: RE: CSF

Sure. Patrick or Alex will send you the version delivered to your client.

From: Ken Lenz [<mailto:LenzK@bennettjones.com>]
Sent: Friday, April 04, 2014 11:17 AM
To: Wasserman, Marc
Subject: RE: CSF

Mark

Can you send me the CA you want signed in word. I think the version I have already has some changes and I want to send you a proper blackline



Ken Lenz Q.C.

Partner and National Co-Head, Litigation Department, Bennett Jones LLP

4500 Bankers Hall East, 855 - 2nd Street SW, Calgary, AB, T2P 4K7
P. 403 298 3317 | F. 403 265 7219 | C. 403 830 3317
E. lenzk@bennettjones.com

From: Wasserman, Marc [<mailto:MWasserman@osler.com>]
Sent: 03 April 2014 5:04 PM
To: Ken Lenz
Subject: CSF

Ken, I missed you but am in my office if you are available to talk.

Marc Wasserman

416.862.4908 DIRECT
416.904.3614 CELL
416.862.6666 FACSIMILE
mwasserman@osler.com

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

.....
This e-mail message is privileged, confidential and subject to copyright. Any unauthorized use or disclosure is prohibited.

Le contenu du présent courriel est privilégié, confidentiel et soumis à des droits d'auteur. Il est interdit de l'utiliser ou de le divulguer sans autorisation.

.....

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

Riesterer, Patrick

From: Riesterer, Patrick
Sent: Friday, April 04, 2014 1:30 PM
To: Ken Lenz
Cc: Svoyskiy, Alexander; NYC Project Oilers
Subject: FW: Cash Store NDA
Attachments: #30057332v2_LEGAL_1_ - NDA_McCann.doc; WS_BinaryComparison_#30057332v1_LEGAL_1_ - NDA_McCann-#30057332v2_LEGAL_1_ - NDA_McCann.pdf

Hi Ken,

Please find attached the NDA that was sent to Murray on March 21 and a blackline showing the changes to the NDA that was sent to him on March 12.

Please let us know if you need anything further.

Best regards,

Patrick

From: Svoyskiy, Alexander [<mailto:Alexander.Svoyskiy@Rothschild.com>]
Sent: Friday, March 21, 2014 9:39 AM
To: 'jm.mccann@aristoscorp.com'
Cc: NYC Project Oilers; Wasserman, Marc; Vernon, David; Riesterer, Patrick; Pressman, Emmanuel
Subject: RE: Cash Store NDA

Murray,

Please find attached a revised draft of the Cash Store NDA, along with a blackline to the version that I sent you last week. We have removed the standstill provision. We would like to get the NDA in place as soon as possible and schedule a meeting next week to have a discussion around the company.

Let me know if you have any questions or comments on the attached.

Thanks.

Alex.

Alexander Svoyskiy
Vice President
Rothschild

Tel +1 (212) 403 3577

Mobile +1 (917) 622 4262

e-mail alexander.svoyskiy@rothschild.com

1251 Avenue of the Americas, 33rd Floor, New York, NY 10020, USA

In the USA Rothschild operates through Rothschild Inc.

From: Svoyskiy, Alexander
Sent: Wednesday, March 12, 2014 11:04 AM
To: jm.mccann@aristoscorp.com
Cc: Douton, Bernard; Rakiter, Michael; McCartney, Brendan; Vernon, David; Riesterer, Patrick (PRiesterer@osler.com)
Subject: Cash Store NDA

Murray,

Please find attached an NDA for the Cash Store. We look forward hearing back from you – please reply to all with any questions or comments you may have on the NDA.

Best,

Alex.

Alexander Svoyskiy
Vice President

Rothschild

Tel +1 (212) 403 3577

Mobile +1 (917) 622 4262

e-mail alexander.svoyskiy@rothschild.com

1251 Avenue of the Americas, 33rd Floor, New York, NY 10020, USA

In the USA Rothschild operates through Rothschild Inc.

From: Gord Reykdal [<mailto:gord@csfinancial.ca>]

Sent: Monday, March 10, 2014 8:27 PM

To: Douton, Bernard

Cc: jm.mccann@aristoscorp.com; Chris Shackelton

Subject:

Hi Bernard

Could you please send a NDA to Murray and Chris. Thanks, Gord

| gordreykdal
| CHIEF EXECUTIVE OFFICER

CASH STORE FINANCIAL

15511 – 123 Avenue

Edmonton, AB | T5V 0C3

T: [780.408.5118](tel:780.408.5118) C: 780.497-1480

(Canada)

E: gord@csfinancial.ca

F: [780.443.2653](tel:780.443.2653)

The information and any files attached to this email are confidential and intended solely for the use of The Cash Store Financial Services Inc. and the intended recipient. Any disclosing, copying, or distribution of information within this email, without the expressed permission of the writer, is strictly prohibited. The Cash Store Financial Services Inc. is a Canadian corporation that is not affiliated with Cottonwood Financial Ltd. or the outlets Cottonwood Financial Ltd. operates in the United States under the name "Cash Store." The Cash Store Financial Services Inc. does not do business under the name "Cash Store" in the United States and does not provide any consumer lending services in the United States.

Please consider your environmental responsibility before printing this e-mail


This message is for the named person's use only. It may contain confidential, proprietary or legally privileged information. No right to confidential or privileged treatment of this message is waived or lost by an error in transmission. If you have received this message in error, please immediately notify the sender by e-mail, delete the message and all copies from your system and destroy any hard copies. You must not, directly or indirectly, use, disclose, distribute, print or copy any part of this message if you are not the intended recipient.

Riesterer, Patrick

From: Ken Lenz [LenzK@bennettjones.com]
Sent: Friday, April 04, 2014 1:34 PM
To: Riesterer, Patrick
Cc: Svoyskiy, Alexander; NYC Project Oilers
Subject: RE: Cash Store NDA

Patrick

I had that document. Are you asking for clause 12 or not? Or can I just mark up the other one?

 Ken Lenz Q.C.
Partner and National Co-Head, Litigation Department, Bennett Jones LLP

4500 Bankers Hall East, 855 - 2nd Street SW, Calgary, AB, T2P 4K7
P. 403 298 3317 | F. 403 265 7219 | C. 403 830 3317
E. lenzk@bennettjones.com

From: Riesterer, Patrick [mailto:PRiesterer@osler.com]
Sent: 04 April 2014 11:30 AM
To: Ken Lenz
Cc: Svoyskiy, Alexander; NYC Project Oilers
Subject: FW: Cash Store NDA

Hi Ken,

Please find attached the NDA that was sent to Murray on March 21 and a blackline showing the changes to the NDA that was sent to him on March 12.

Please let us know if you need anything further.

Best regards,

Patrick

From: Svoyskiy, Alexander [mailto:Alexander.Svoyskiy@Rothschild.com]
Sent: Friday, March 21, 2014 9:39 AM
To: 'jm.mccann@aristoscorp.com'
Cc: NYC Project Oilers; Wasserman, Marc; Vernon, David; Riesterer, Patrick; Pressman, Emmanuel
Subject: RE: Cash Store NDA

Murray,

Please find attached a revised draft of the Cash Store NDA, along with a blackline to the version that I sent you last week. We have removed the standstill provision. We would like to get the NDA in place as soon as possible and schedule a meeting next week to have a discussion around the company.

Let me know if you have any questions or comments on the attached.

Thanks.

Alex.

Alexander Svoyskiy
Vice President
Rothschild

Tel +1 (212) 403 3577

Mobile +1 (917) 622 4262

e-mail alexander.svoyskiy@rothschild.com

1251 Avenue of the Americas, 33rd Floor, New York, NY 10020, USA
In the USA Rothschild operates through Rothschild Inc.

From: Svoyskiy, Alexander
Sent: Wednesday, March 12, 2014 11:04 AM
To: jm.mccann@aristoscorp.com
Cc: Douton, Bernard; Rakiter, Michael; McCartney, Brendan; Vernon, David; Riesterer, Patrick (PRiesterer@osler.com)
Subject: Cash Store NDA

Murray,
Please find attached an NDA for the Cash Store. We look forward hearing back from you – please reply to all with any questions or comments you may have on the NDA.

Best,
Alex.

Alexander Svoyskiy
Vice President
Rothschild
Tel +1 (212) 403 3577
Mobile +1 (917) 622 4262
e-mail alexander.svoyskiy@rothschild.com
1251 Avenue of the Americas, 33rd Floor, New York, NY 10020, USA
In the USA Rothschild operates through Rothschild Inc.

From: Gord Reykdal [<mailto:gord@csfinancial.ca>]
Sent: Monday, March 10, 2014 8:27 PM
To: Douton, Bernard
Cc: jm.mccann@aristoscorp.com; Chris Shackelton
Subject:

Hi Bernard
Could you please send a NDA to Murray and Chris. Thanks, Gord

gordreykdal
CHIEF EXECUTIVE OFFICER

CASH STORE FINANCIAL
15511 – 123 Avenue
Edmonton, AB | T5V 0C3
T: 780.408.5118 C: 780.497-1480
(Canada)
E: gord@csfinancial.ca
F: 780.443.2653

The information and any files attached to this email are confidential and intended solely for the use of The Cash Store Financial Services Inc. and the intended recipient. Any disclosing, copying, or distribution of information within this email, without the expressed permission of the writer, is strictly prohibited. The Cash Store Financial

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

Please consider your environmental responsibility before printing this e-mail

This message is for the named person's use only. It may contain confidential, proprietary or legally privileged information. No right to confidential or privileged treatment of this message is waived or lost by an error in transmission. If you have received this message in error, please immediately notify the sender by e-mail, delete the message and all copies from your system and destroy any hard copies. You must not, directly or indirectly, use, disclose, distribute, print or copy any part of this message if you are not the intended recipient.

.....
This e-mail message is privileged, confidential and subject to copyright. Any unauthorized use or disclosure is prohibited.

Le contenu du présent courriel est privilégié, confidentiel et soumis à des droits d'auteur. Il est interdit de l'utiliser ou de le divulguer sans autorisation.

.....
The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

Riesterer, Patrick


From: Riesterer, Patrick
Sent: Friday, April 04, 2014 1:37 PM
To: Ken Lenz
Cc: Svoyskiy, Alexander; NYC Project Oilers
Subject: RE: Cash Store NDA

We are not asking for clause 12. Feel free to blackline to either of the March 21 or March 12 drafts.

From: Ken Lenz [mailto:LenzK@bennettjones.com]
Sent: Friday, April 04, 2014 1:34 PM
To: Riesterer, Patrick
Cc: Svoyskiy, Alexander; NYC Project Oilers
Subject: RE: Cash Store NDA

Patrick

I had that document. Are you asking for clause 12 or not? Or can I just mark up the other one?

 Ken Lenz Q.C.
Partner and National Co-Head, Litigation Department, Bennett Jones LLP

4500 Bankers Hall East, 855 - 2nd Street SW, Calgary, AB, T2P 4K7
P. 403 298 3317 | F. 403 265 7219 | C. 403 830 3317
E. lenzk@bennettjones.com

From: Riesterer, Patrick [mailto:PRiesterer@osler.com]
Sent: 04 April 2014 11:30 AM
To: Ken Lenz
Cc: Svoyskiy, Alexander; NYC Project Oilers
Subject: FW: Cash Store NDA

Hi Ken,
Please find attached the NDA that was sent to Murray on March 21 and a blackline showing the changes to the NDA that was sent to him on March 12.
Please let us know if you need anything further.
Best regards,
Patrick

From: Svoyskiy, Alexander [mailto:Alexander.Svoyskiy@Rothschild.com]
Sent: Friday, March 21, 2014 9:39 AM
To: 'jm.mccann@aristoscorp.com'
Cc: NYC Project Oilers; Wasserman, Marc; Vernon, David; Riesterer, Patrick; Pressman, Emmanuel
Subject: RE: Cash Store NDA

Murray,
Please find attached a revised draft of the Cash Store NDA, along with a blackline to the version that I sent you last week. We have removed the standstill provision. We would like to get the NDA in place as soon as possible and schedule a meeting next week to have a discussion around the company.

Let me know if you have any questions or comments on the attached.

Thanks.
Alex.

Alexander Svoyskiy
Vice President
Rothschild

Tel +1 (212) 403 3577

Mobile +1 (917) 622 4262

e-mail alexander.svoyskiy@rothschild.com

1251 Avenue of the Americas, 33rd Floor, New York, NY 10020, USA

In the USA Rothschild operates through Rothschild Inc.

From: Svoyskiy, Alexander

Sent: Wednesday, March 12, 2014 11:04 AM

To: jm.mccann@aristoscorp.com

Cc: Douton, Bernard; Rakiter, Michael; McCartney, Brendan; Vernon, David; Riesterer, Patrick (PRiesterer@osler.com)

Subject: Cash Store NDA

Murray,

Please find attached an NDA for the Cash Store. We look forward hearing back from you – please reply to all with any questions or comments you may have on the NDA.

Best,
Alex.

Alexander Svoyskiy
Vice President
Rothschild

Tel +1 (212) 403 3577

Mobile +1 (917) 622 4262

e-mail alexander.svoyskiy@rothschild.com

1251 Avenue of the Americas, 33rd Floor, New York, NY 10020, USA

In the USA Rothschild operates through Rothschild Inc.

From: Gord Reykdal [<mailto:gord@csfinancial.ca>]

Sent: Monday, March 10, 2014 8:27 PM

To: Douton, Bernard

Cc: jm.mccann@aristoscorp.com; Chris Shackelton

Subject:

Hi Bernard

Could you please send a NDA to Murray and Chris. Thanks, Gord

gordreykdal

CHIEF EXECUTIVE OFFICER

CASH STORE FINANCIAL

15511 – 123 Avenue

Edmonton, AB | T5V 0C3

T: [780.408.5118](tel:780.408.5118) C: 780.497-1480

(Canada)

E: gord@csfinancial.ca

F: [780.443.2653](tel:780.443.2653)

The information and any files attached
to this email are confidential and

intended solely for the use of The Cash Store Financial Services Inc. and the intended recipient. Any disclosing, copying, or distribution of information within this email, without the expressed permission of the writer, is strictly prohibited. The Cash Store Financial Services Inc. is a Canadian corporation that is not affiliated with Cottonwood Financial Ltd. or the outlets Cottonwood Financial Ltd. operates in the United States under the name "Cash Store." The Cash Store Financial Services Inc. does not do business under the name "Cash Store" in the United States and does not provide any consumer lending services in the United States.

Please consider your environmental responsibility before printing this e-mail

This message is for the named person's use only. It may contain confidential, proprietary or legally privileged information. No right to confidential or privileged treatment of this message is waived or lost by an error in transmission. If you have received this message in error, please immediately notify the sender by e-mail, delete the message and all copies from your system and destroy any hard copies. You must not, directly or indirectly, use, disclose, distribute, print or copy any part of this message if you are not the intended recipient.

.....
This e-mail message is privileged, confidential and subject to copyright. Any unauthorized use or disclosure is prohibited.

Le contenu du présent courriel est privilégié, confidentiel et soumis à des droits d'auteur. Il est interdit de l'utiliser ou de le divulguer sans autorisation.

.....

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication,

e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

Riesterer, Patrick

From: Wasserman, Marc
Sent: Monday, April 07, 2014 2:22 PM
To: Ken Lenz
Subject: NDA/Letter

Ken, I have been stuck in court this morning on another matter and we will respond to the NDA and letter later today or tomorrow morning.

Thanks,
Marc

Riesterer, Patrick

From: Riesterer, Patrick [PRiesterer@osler.com]
Sent: Friday, April 11, 2014 12:21 AM
To: Ken Lenz; Wasserman, Marc
Cc: Grant Stapon; NYC Project Oilers
Subject: RE: CSF
Attachments: #30057332v4_LEGAL_1_ - NDA_McCann.doc; WS_BinaryComparison_#30311782v2_LEGAL_1_ - McCann - blackline only - Con....pdf

Ken,
Please find attached a revised draft of the NDA.
Best regards,
Patrick

From: Ken Lenz [mailto:LenzK@bennettjones.com]
Sent: Wednesday, April 09, 2014 7:32 PM
To: Wasserman, Marc
Cc: Riesterer, Patrick; Sharon Fawcett; J. Murray McCann; Grant Stapon
Subject: RE: CSF

Marc,

Further to our conversation today, I look forward to your immediate advice as to the suitability of PWC. As indicated, neither we, nor PWC, see any tax advice given in the past as any kind of ethical or other conflict.

Second, I have reviewed my earlier blackline (attached again) and I think it already reflects what we discussed was appropriate today. Can you indicate what you find objectionable and suggest alternate wording? Or can we just get this signed?



Ken Lenz Q.C.
Partner and National Co-Head, Litigation Department, Bennett Jones LLP

4500 Bankers Hall East, 855 - 2nd Street SW, Calgary, AB, T2P 4K7
P. 403 298 3317 | F. 403 265 7219 | C. 403 830 3317
E. lenzk@bennettjones.com

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

This e-mail message is privileged, confidential and subject to copyright. Any unauthorized use or disclosure is prohibited.

Le contenu du présent courriel est privilégié, confidentiel et soumis à des droits d'auteur. Il est interdit de l'utiliser ou

de le divulguer sans autorisation.

Riesterer, Patrick

From: Ken Lenz [LenzK@bennettjones.com]
Sent: Friday, April 11, 2014 9:41 AM
To: Riesterer, Patrick; Wasserman, Marc
Cc: Grant Stapon; NYC Project Oilers
Subject: RE: CSF

We will get instructions. I am going to be in New York until next Tuesday afternoon, so you should deal with Grant Stapon until my return.



Ken Lenz Q.C.
Partner and National Co-Head, Litigation Department, Bennett Jones LLP

4500 Bankers Hall East, 855 - 2nd Street SW, Calgary, AB, T2P 4K7
P. 403 298 3317 | F. 403 265 7219 | C. 403 830 3317
E. lenzk@bennettjones.com

From: Riesterer, Patrick [<mailto:PRiesterer@osler.com>]
Sent: 10 April 2014 10:21 PM
To: Ken Lenz; Wasserman, Marc
Cc: Grant Stapon; NYC Project Oilers
Subject: RE: CSF

Ken,
Please find attached a revised draft of the NDA.
Best regards,
Patrick

From: Ken Lenz [<mailto:LenzK@bennettjones.com>]
Sent: Wednesday, April 09, 2014 7:32 PM
To: Wasserman, Marc
Cc: Riesterer, Patrick; Sharon Fawcett; J. Murray McCann; Grant Stapon
Subject: RE: CSF

Marc,

Further to our conversation today, I look forward to your immediate advice as to the suitability of PWC. As indicated, neither we, nor PWC, see any tax advice given in the past as any kind of ethical or other conflict.

Second, I have reviewed my earlier blackline (attached again) and I think it already reflects what we discussed was appropriate today. Can you indicate what you find objectionable and suggest alternate wording? Or can we just get this signed?



Ken Lenz Q.C.
Partner and National Co-Head, Litigation Department, Bennett Jones LLP

4500 Bankers Hall East, 855 - 2nd Street SW, Calgary, AB, T2P 4K7
P. 403 298 3317 | F. 403 265 7219 | C. 403 830 3317
E. lenzk@bennettjones.com

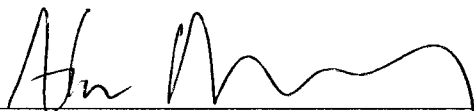
The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

.....
This e-mail message is privileged, confidential and subject to copyright. Any unauthorized use or disclosure is prohibited.

Le contenu du présent courriel est privilégié, confidentiel et soumis à des droits d'auteur. Il est interdit de l'utiliser ou de le divulguer sans autorisation.

.....
The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

THIS IS EXHIBIT "B" REFERRED TO IN
THE AFFIDAVIT OF **PATRICK RIESTERER**
SWORN BEFORE ME THIS 11th DAY
OF APRIL, 2014


A Commissioner for Taking Affidavits



Bennett Jones LLP
4500 Bankers Hall East, 855 - 2nd Street SW
Calgary, Alberta, Canada T2P 4K7
Tel: 403.298.3100 Fax: 403.265.7219

Grant N. Stapon, Q.C.
Partner
Direct Line: 403.298.3204
e-mail: stapon@bennettjones.com
Our File No.: 951.5

April 15, 2014

Via Email

The Honourable Mr. Justice John J. Gill
Court of Queen's Bench of Alberta - Edmonton
Law Courts Building
1-A Sir Winston Churchill Square
Edmonton AB T5J 0R2

Dear Justice Gill:

Re: 0678786 B.C. Ltd. v. The Cash Store Inc., et al. - Action No. 1403 - 05471

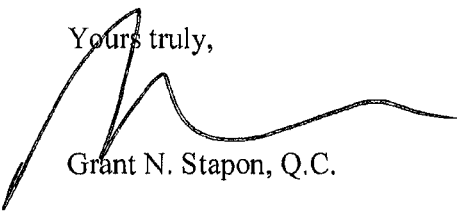
Yesterday morning the Plaintiff in these proceedings learned that the Defendants have brought a CCAA application in Ontario. We understand that the application was argued yesterday, is being continued today, and that an Order is being sought to stay all proceedings as against the Defendants to this action and others.

We will advise the Court as soon as we have received any Order in that regard.

It is quite possible that the Plaintiff in these proceedings may be making an appearance to challenge all or portions of any CCAA Order as it relates to funds at issue before you, and/or to seek a change in venue for determination of those issues to the Alberta Court. The Plaintiff will need to see the CCAA Order to determine its next steps.

We will keep you apprised of developments as they occur in that regard, however, this is advance notice that it is likely there will in fact be no appearance before you on April 17, 2014.

Yours truly,

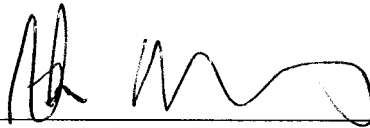


Grant N. Stapon, Q.C.

GNS/km
Enclosures

cc: Client
Marc Wasserman
Michael McCabe, Q.C.

THIS IS EXHIBIT "C" REFERRED TO IN
THE AFFIDAVIT OF **PATRICK RIESTERER**
SWORN BEFORE ME THIS 16th DAY
OF APRIL, 2014



A Commissioner for Taking Affidavits

Grant N. Stapon, Q.C.
Partner
Direct Line: 403.298.3204
e-mail: stapong@bennettjones.com
Our File No.: 951.5

April 16, 2014

Via Email

Patrick Riesterer
Osler, Hoskin & Harcourt LLP
Suite 2500
450 1st St SW
TransCanada Tower
Calgary AB T2P 5H1

Dear Mr. Riesterer:

**Re: In the matter of the CCAA Proceedings of The Cash Store Financial Service Inc et al -
CV-14-10518-00CL**

We are in receipt of your 8:34 a.m. email and attached Affidavit.

We propose to cross-examine you on it because it is substantially deficient in connection with the true state of affairs associated with the involvement of our office in this matter.

Please advise as to your availability for examination.

Since your Affidavit is primarily hearsay, please be sure to ascertain full facts associated with this matter from Mr. Wasserman including the following:

- That despite suggestions from our office, Osler's and Mr. Wasserman did not agree to the important changes to the NDA which we proposed on behalf of our clients;
- That despite correspondence and telephone calls, Mr. Wasserman (who advised he was acting on behalf of the "special committee") continued to take the position that The Cash Store was entitled to utilize our client's cash, and it was agreed that further written correspondence on the subject to be pointless because we disagreed so completely;
- That on April 9th we advised Mr. Wasserman that if there were issues between our respective clients with respect to access to The Cash Store books and records by PWC we had already booked Court in Edmonton Thursday, April 17th, 2014 as a return date;
- That we received no confirmation of requested access by PWC;
- That on Friday, April 11, 2014, we provided a courtesy copy of the Alberta litigation as against The Cash Store seeking that access and restraining use of our client's funds to the

attention of Mr. Wasserman even though we also served the registered head office of the corporation – with an application returnable six days hence;

- That Mr. Wasserman did not give our office *any* advance notice of a potential CCAA application during any of our discussions despite the fact that many days of preparation were clearly involved in setting up the documents by your office;
- That Calgary is two hours behind Toronto time;
- That Mr. Wasserman or his clients did not serve the registered head office of The Cash Store with the CCAA application despite being apprised of its whereabouts in our pleadings;
- That upon arrival at my office 9:00 a.m. Monday morning, a disorganized batch of hundreds of pages of emails, drafts and other materials were forwarded requiring time to print and review with our client – which had no notice – with a hearing seemingly already underway in Toronto;
- That in direct discussions with Mr. Wasserman I advised him that it was impossible for us to get instructions or anyone in Toronto or elsewhere up to speed for the purpose of attending at the hearing of this matter;
- That we were advised several times *after* delays in the proceedings that proceedings would be resuming later in the day or on Tuesday;
- That I advised Mr. Wasserman that we reserved the right to challenge the CCAA proceedings as having been effectively taken *ex parte* against our client.

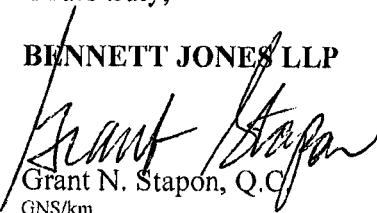
Please advise as to when you will make yourself available for cross-examination or, in the alternative, please confirm the above referenced by way of Supplemental Affidavit.

In short, and to the attention of all to whom you have copied your Affidavit, we believe that it does not represent the accurate facts, is biased, and that our client reserves the right to apply to cross-examine Mr. Carlstrom on his Affidavit, and to seek to set aside material or all portions of any Order ultimately served on our client. We also reserve the right to challenge the venue of Ontario given the fact that The Cash Store has functionally ceased operations in Ontario at this time, and its registered head office is Alberta, and our client had already commenced litigation here.

We are still in the process of assessing filed materials, and will be filing applicable applications in short order.

Yours truly,

BENNETT JONES LLP


Grant N. Stapon, Q.C.
GNS/km

cc: To All Parties as per email
Clients



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

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

AND IN THE MATTER OF a plan of compromise or arrangement of The Cash Store Financial Services Inc., The Cash Store Inc., TCS Cash Store Inc., Instaloans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd. Doing Business as "The Title Store"

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

AFFIDAVIT OF PATRICK RIESTERER

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

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

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

Counsel to the Special Committee of the
Board of Directors of The Cash Store Financial
Services Inc.