

**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

MOTION RECORD OF THE APPLICANTS

(Motion Returnable October 15, 2014)

October 8, 2014

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TAB 1

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 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

NOTICE OF MOTION

THE APPLICANTS, The Cash Store Financial Service Inc. ("**Cash Store Financial**") and its affiliated companies The Cash Store Inc., TCS Cash Store Inc., Instaloes Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd. doing business as "The Title Store" (collectively "**Cash Store**" or the "**Applicants**"), will make a motion to the Court, on October 15, 2014, at 8:30 a.m. or as soon after that time as the motion can be heard, at 330 University Avenue, 8th floor, Toronto, Ontario.

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

THE MOTION IS FOR:

1. An Order, substantially in the form attached hereto as Appendix "A" (the "**Approval and Vesting Order**"):
 - (a) If necessary, abridging the time for service of this Notice of Motion and the Motion Record and dispensing with service on any person other than those served, except as provided in the Approval and Vesting Order;
 - (b) Approving the proposed sale transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement among the Applicants, as vendors, and National Money Mart Company (the "**Purchaser**"), as purchaser, made as of October 8, 2014 (the "**Asset Purchase Agreement**");
 - (c) Upon delivery of the Monitor's Certificate (defined in the Approval and Vesting Order) to the Purchaser, vesting in the Purchaser the Applicants' right, title and interest in and to the Purchased Assets (as defined in the Asset Purchase Agreement), including the Applicants' rights, title and interest in and to the Books and Records, which shall include any and all Customer Lists, free and clear of any and all Claims and Encumbrances other than Permitted Encumbrances (all as defined in the Approval and Vesting Order);
 - (d) Assigning to the Purchaser the rights and obligations of the Applicants under the assigned Section 11.3 Assigned Contracts (as defined in the Approval and Vesting Order);
 - (e) Declaring that the acquisition of the Purchased Assets (including the loan portfolio, Customer Lists and Accounts Receivable) shall constitute the purchase

of a “business” for the purposes of Section 10(12) of *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act* (Canada) (“**Canada’s Anti-Spam Law**”) and assigning to the Purchaser any consents obtained by the Applicants from their customers that allow the Applicants to send marketing materials by telecommunications or other electronic means to such customers;

- (f) Approving the Transition Agreement among the Applicants and the Purchaser substantially in the form attached to the Aziz Sale Approval Affidavit (defined below) (“**Transition Agreement**”);
- (g) Granting to the Purchaser a first priority charge over the funds paid to the Monitor by the Purchaser in respect of the AR Purchase Amount, the TPL Purchase Amount and the PE&D Purchase Amount to serve as security for the payment of any Purchase Price adjustment in respect of the AR Purchase Amount, TPL Purchase Amount or PE&D Purchase Amount owing to the Purchaser pursuant to Section 3.5 of the Asset Purchase Agreement;
- (h) Ordering:
 - (i) the Applicants to serve notice of this Approval and Vesting Order and the requested assignment of contracts to all parties to the Assigned Contracts,

except parties who have consented to the assignment (the “**Assigned Contract Notice**”);

- (ii) that any party receiving the Assigned Contract Notice has 14 calendar days from the date of service of the Assigned Contract Notice (the “**Notice Effective Date**”), which deadline may be extended by the CRO in consultation with the Monitor, to serve a responding motion record setting out their objections to the assignment on every party to the Assigned Contract, the Monitor and the CRO; and
 - (iii) that if a party to an Assigned Contract neither consents to the assignment of such Assigned Contract nor serves a responding motion record objecting to the assignment of such Assigned Contract within 14 calendar days of the Notice Effective Date, the assignment of such parties’ Assigned Contract provided for in the Approval and Vesting Order shall be deemed effective on the date the Monitor’s Certificate is filed, and without any further right of comeback;
- (i) Ordering that the Confidential Exhibit to the Eleventh Report be sealed, kept confidential and not form part of the public record;
 - (j) Approving the Tenth Report of the Monitor and the Monitor’s activities described therein; and
 - (k) Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. The Initial Order of Regional Senior Justice Morawetz dated April 14, 2014 (the “**First Day Initial Order**”) declared that the Applicants are companies to which the CCAA applies, appointed FTI Consulting Canada Inc. as Monitor (the “**Monitor**”) in connection with these CCAA proceedings and authorized the Applicants, in consultation with the Monitor, to continue to solicit non-binding letters of intent for the sale of all or part of the Applicants’ business;
2. The First Day Initial Order was amended and restated by Order of Regional Senior Justice Morawetz dated April 15, 2014 (the “**Initial Order**”);
3. On June 16, 2014, the Court approved, among other things, a sale process (the “**Sale Process**”), the purpose of which was to seek sale proposals from qualified bidders and to implement one or a combination of such proposals (the “**Sale Process Order**”);
4. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Sale Process Order, including appendices;
5. The Applicants and CRO conducted the Sale Process in accordance with its terms with the cooperation, assistance and/or oversight of the Monitor;
6. In accordance with the Sale Process Order, the CRO and Rothschild, in consultation with Houlihan Lokey Capital Inc., and with the consent of the Monitor, negotiated with the Purchaser and have selected and approved the bid submitted by the Purchaser as the Successful Bid, subject to approval of this Court;
7. The Successful Bid was the most favourable bid and met each criterion of a Qualified Bid;

8. The bid submitted by the Purchaser was for the highest purchase price offered by any bidder;
9. Key elements of the Asset Purchase Agreement include the following:
 - (a) The Purchaser has delivered a deposit equal to 10% of the proposed purchase price;
 - (b) The Purchaser will acquire certain of the Applicants' locations (the "**Acquired Locations**"), the Applicants' Accounts Receivable and Customer Lists (each as defined in the Asset Purchase Agreement) associated with certain Non-Acquired Locations, and will assume the Assumed Liabilities in accordance with the Asset Purchase Agreement;
 - (c) The Purchaser intends to offer employment to all employees at the Acquired Locations on terms and conditions that are substantially similar to existing terms;
 - (d) The Asset Purchase Agreement is not conditional on unperformed due diligence or obtaining financing;
 - (e) The conditions precedent to the closing of the Transaction, including the regulatory approvals required, are, in the view of the CRO and the Monitor, not unusual for transactions of this nature;
 - (f) The conditions precedent to the closing of the Transaction that either (a) the Purchaser shall have entered into one or more agreements with DirectCash (on terms and conditions reasonably satisfactory to the Purchaser) that allow the Purchaser to continue to operate the Business, as it was conducted prior to

Closing, at each of the Acquired Locations, or (b)(i) a critical supplier order be granted that requires DirectCash to continue to perform under its contracts with the Applicant for such period as is required to transition the Acquired Locations and (ii) the Purchaser and the Applicant shall have entered into a mutually satisfactory transition services agreement, whereby the Purchaser shall have the benefit of the Applicant's agreements with DirectCash for such period as is required to allow the Purchaser to continue to operate the Business, as it was conducted prior to Closing, at each of the Acquired Locations;

- (g) The conditions precedent to the closing of the Transaction include obtaining Competition Act Approval (as defined in the Asset Purchase Agreement); and
- (h) The Purchaser has specified the Assigned Contracts that are required and will assume liabilities for performance of the Assigned Contracts (or breach thereof) after the time of Closing (subject to the Purchaser's ability, in accordance with Section 2.6 of the Asset Purchase Agreement, to provide written notice to the Applicants that it no longer desires to acquire certain Purchased Assets or Acquired Locations and the contracts associated with such Purchase Assets or Acquired Locations);

10. The Purchaser provided evidence that it will have sufficient funds on closing to complete the Transaction and satisfy all of the obligations of the Purchaser under the Asset Purchase Agreement;

11. Application of the factors set out in section 36 of the CCAA demonstrates that the Transaction should be approved. Among other things:

- (a) the process leading to the Transaction was the process set out in the Court-approved Sale Process Order;
- (b) the Monitor, the CRO, the DIP Lenders and the Ad Hoc Committee are supportive of the Transaction;
- (c) the Monitor is expected to file its Eleventh Report stating that the Transaction would be more beneficial to the Applicants' creditors than a sale or disposition under a bankruptcy; and
- (d) the consideration to be received for the Purchased Assets is reasonable and fair, taking into account their market value;

12. The Transaction contemplates the assignment of certain Assigned Contracts pursuant to Section 11.3 of the CCAA and the Asset Purchase Agreement;

13. Application of the factors in Section 11.3 of the CCAA demonstrates that assignment of the Section 11.3 Assigned Contracts is reasonable and should be approved. Among other things, the Purchaser will be properly capitalized on Closing to perform the obligations under the Section 11.3 Assigned Contracts, and assigning the Section 11.3 Assigned Contracts will allow the Purchaser to carry on the business with minimal interruption;

14. It is proposed that service of this motion be made to parties to the Assigned Contracts only if they do not consent to assignment of the Assigned Contracts. If the Applicants and the Purchaser are not able to reach an agreement with a party to an Assigned Contract, the Applicants will then serve notice of the Approval and Vesting Order on such parties to the Assigned Contracts, who will then have 14 calendar days to serve a responding motion record setting out their objections to the assignment of the Assigned Contract in question on every party

to the Assigned Contract, as well as the Monitor and the CRO. Such disputes may be resolved by agreement or an order of the Court. The proposed manner of service is fair, reasonable and expeditious and permits parties to Assigned Contracts who are not willing to consent to the assignment of such Assigned Contract to have any objections addressed by the Court;

15. The completion of the Transaction, which includes the assignment of the Assigned Contracts, will help fulfill the objectives of the CCAA. It represents the highest price realizable through the Sale Process and the best transaction in the circumstances for the benefit of the Applicants and their stakeholders;

16. The Transition Agreement is a condition precedent to the closing of the Transaction and is necessary for the Purchaser to obtain the full benefit of the Purchased Assets;

17. The Confidential Exhibit to the Eleventh Report containing the Asset Purchase Agreement with the purchase price unredacted and a summary of the other bids received should be sealed as it contains commercially sensitive information. Production of such information is unnecessary as all material elements have been disclosed, and production may cause a negative impact in terms of market speculation (if the purchase price is disclosed) or in terms of a negative impact on the Sale Process (if the terms of the other bids were disclosed);

18. The Applicants have been proceeding in good faith and with due diligence to complete a restructuring under the CCAA;

19. The provisions of the CCAA, Sections 11, 11.02, 11.3, 36 and other provisions of the CCAA, and the inherent and equitable jurisdiction of this Court;

20. Rules 2.03, 3.02, and 16 of the Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended and Section 106 of the Ontario *Courts of Justice Act*, R.S.O. 1990, c. C.43 as amended; and

21. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

22. The Affidavit of William E. Aziz sworn October 8, 2014 and attached exhibits;

23. The Eleventh Report of the Monitor, including the Confidential Exhibit, to be filed; and

24. Such further and other materials as counsel may advise and this Honourable Court may permit.

October 8, 2014

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

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

AND IN THE MATTER OF a plan of compromise or arrangement of 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"

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**NOTICE OF MOTION
(Sale Approval and Vesting Order)**

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APPENDIX “A”

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

THE HONOURABLE)	WEDNESDAY, THE 15th
)	
JUSTICE MORAWETZ)	DAY OF OCTOBER, 2014

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

APPLICANTS

APPROVAL AND VESTING ORDER

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

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ON READING the Aziz Sale Approval Affidavit, and the Eleventh Report of FTI Consulting Canada Inc. in its capacity as Monitor (the “**Monitor**”), and on hearing the submissions of counsel for BlueTree Advisors Inc. in its capacity as the Court-appointed Chief Restructuring Officer (the “**CRO**”) of the Applicants, the DIP Lenders (as defined in the Order of this Court dated August 7, 2014), the Monitor, the Ad Hoc Committee and such other counsel present, no other person appearing although duly served as appears from the affidavit of service sworn October 8, 2014:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof, except as provided herein.

DEFINITIONS

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

APPROVAL OF ASSET PURCHASE AGREEMENT AND TRANSITION SERVICES

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. THIS COURT ORDERS that, notwithstanding:

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

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

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

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

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

APPROVAL OF MONITOR'S REPORT

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

SEALING

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

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GENERAL PROVISIONS

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

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

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

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Schedule A – Form of Assigned Contract Notice

ASSIGNED CONTRACT NOTICE

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

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

APPLICANTS

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

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

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

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

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

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

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

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

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

Schedule B – Form of Monitor’s Certificate

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

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

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

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

APPLICANTS

MONITOR’S CERTIFICATE

RECITALS

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

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

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

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THE MONITOR CERTIFIES the following:

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

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

Per: _____

Name:

Title:

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

Nil

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

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

AND IN THE MATTER OF a plan of compromise or arrangement of 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"

Ontario

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

SALE APPROVAL AND VESTING ORDER

OSLER, HOSKIN & HARCOURT LLP

1 First Canadian Place
P.O. Box 50
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Marc Wasserman LSUC#44066M

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Counsel to the Chief Restructuring Officer of the Applicants

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TAB 2

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

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

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

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

APPLICANTS

**AFFIDAVIT OF WILLIAM E. AZIZ
(Sworn October 8, 2014)**

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

Introduction

1. This Affidavit is made in support of a motion by The Cash Store Financial Services, Inc. ("**Cash Store Financial**") and its affiliated companies The Cash Store Inc., TCS Cash Store Inc., Instalozans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd. doing business as "The Title Store" (collectively "**Cash Store**" or the "**Applicants**") for an Order, among other things (the "**Approval and Vesting Order**");

- (a) Approving the proposed sale transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement (the "**Asset Purchase Agreement**") among the Applicants, as vendors, and National Money Mart Company (the "**Purchaser**"), as purchaser, made as of October 8, 2014;

- (b) Upon delivery of the Monitor's Certificate attached to the proposed Approval and Vesting Order as Schedule B (the "**Monitor's Certificate**") to the Purchaser, vesting in the Purchaser the Applicants' right, title and interest in and to the Purchased Assets (as defined in the Asset Purchase Agreement), including the Applicants' rights, title and interest in and to the Books and Records, which shall include any and all Customer Lists, free and clear of any and all Claims and Encumbrances other than Permitted Encumbrances (all as defined in the Asset Purchase Agreement);
- (c) Assigning to the Purchaser the rights and obligations of the Applicants under the assigned Section 11.3 Assigned Contracts (as defined in the Approval and Vesting Order);
- (d) Declaring that the acquisition of the Purchased Assets (including the loan portfolio, Customer Lists and Accounts Receivable) shall constitute the purchase of a "business" for the purposes of Section 10(12) of *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act* (Canada) ("**Canada's Anti-Spam Law**") and assigning to the Purchaser any consents obtained by the Applicants from their customers that allow the Applicants to send marketing materials by telecommunications or other electronic means to such customers;

- (e) Approving the Transition Services Agreement among the Applicants and the Purchaser substantially in the form attached hereto (“**Transition Services Agreement**”);
- (f) Granting to the Purchaser a first priority charge over the funds paid to the Monitor by the Purchaser in respect of the AR Purchase Amount, the TPL Purchase Amount and the PE&D Purchase Amount to serve as security for the payment of any Purchase Price adjustment in respect of the AR Purchase Amount, TPL Purchase Amount or PE&D Purchase Amount owing to the Purchaser pursuant to Section 3.5 of the Asset Purchase Agreement;
- (g) Ordering:
 - (i) the Applicants to serve notice of the Approval and Vesting Order and the requested assignment of contracts to all parties to the Assigned Contracts, except parties who have consented to the assignment (the “**Assigned Contract Notice**”);
 - (ii) that any party receiving the Assigned Contract Notice has 14 calendar days from the date of service of the Assigned Contract Notice, which deadline may be extended by the CRO in consultation with the Monitor, to serve a responding motion record setting out their objections to the assignment on every party to the Assigned Contract, the Monitor and the CRO; and
 - (iii) that if a party to an Assigned Contract neither consents to the assignment of such Assigned Contract nor serves a responding motion record

objecting to the assignment of such Assigned Contract within 14 calendar days of the Notice Effective Date, the assignment of such parties' Assigned Contract provided for in the Approval and Vesting Order shall be deemed effective on the date the Monitor's Certificate is filed, and without any further right of comeback.

- (h) Ordering that the Confidential Exhibit to the Eleventh Report of the Monitor, to be filed, (the "**Eleventh Report**") be sealed, kept confidential and not form part of the public record; and
- (i) Approving the Tenth Report of the Monitor dated September 25, 2014, and the Monitor's activities described therein.

2. I am the President of BlueTree Advisors Inc. ("**BlueTree**"), which has been retained by Cash Store Financial to provide my services as Chief Restructuring Officer ("**CRO**") to Cash Store. I was retained pursuant to an Engagement Letter dated April 14, 2014, which was subsequently amended by a letter dated July 17, 2014.

3. BlueTree was appointed as CRO of the Applicants pursuant to paragraph 23 of the Amended and Restated Initial Order of Justice Morawetz dated April 15, 2014 (the "**Initial Order**") made in respect of the Applicants' proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").

4. As Cash Store's CRO, and in accordance with the Initial Order, I have the authority to direct the operations and management of Cash Store and its restructuring, and Cash Store's officers (including its executive management team) report to me. As such, I have personal knowledge of the matters deposed to herein, except where otherwise stated. I have spoken with

certain of the officers, advisors and/or employees of Cash Store as well as the Monitor, as necessary, and where I have relied on information from such discussions, I believe such information to be true. Capitalized terms used in this affidavit but not defined herein have the meaning given to them in the Asset Purchase Agreement.

5. This affidavit contains information under the following headings:

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Sale Efforts Before the Sale Process

6. As outlined in my affidavit sworn June 12, 2014 (“the **Fourth Aziz Affidavit**”), which is attached to this affidavit without exhibits as Exhibit “A”, Rothschild Inc. (“**Rothschild**”) initiated a mergers and acquisitions process before the CCAA filing, seeking a sale of or significant investment in Cash Store. Rothschild has contacted 149 parties in Canada and the United States, comprised of 106 financial buyers and 43 strategic buyers. Of the 149 parties contacted, 76 received public teasers and 56 requested non-disclosure agreements (“**NDA**s”).

7. In the Initial Order, this Honourable Court authorized Rothschild to continue this process in consultation with the Monitor (the “**Phase One Process**”). As such, on April 29, 2014, Rothschild sent a letter to interested parties requesting non-binding letters of intent be submitted by May 23, 2014. Pursuant to the Initial Order, the Monitor had consented to the extension of the deadline from May 15 to May 23, 2014, and subsequently consented to a further extension to June 3, 2014. As of June 3, 2014, 32 parties executed NDAs and received access to the virtual dataroom to conduct due diligence on Cash Store.

8. On June 3, 2014, Cash Store received 12 non-binding letters of intent, which I reviewed in consultation with Rothschild and the Monitor. These non-binding letters of intent were provided to the DIP Lenders in accordance with the terms of the Amended and Restated Debtor-in-Possession Term Sheet.

The Sale Process: Receiving Qualified Bids

9. Several of the interested parties were invited to proceed to the next phase of the Sale Process, which involved obtaining and implementing the Sale Process Order (defined below), granting access to further due diligence materials and the opportunity to meet with me, Cash Store senior management and Rothschild, as well as with certain other parties.

10. On June 16, 2014, this Honourable Court granted an Order approving the sale process (the “**Sale Process**”) described in the Fourth Aziz Affidavit (the “**Sale Process Order**”). A copy of the Sale Process Order is attached as Exhibit “B”. The Sale Process was designed to be flexible so that it could generate the best result. The Sale Process solicited bids for a purchase of the business or an acquisition of the business in a manner that is not a purchase; in addition, it solicited bids for all or a portion of the business.

11. As described in the Fourth Aziz Affidavit, the Sale Process was developed in consultation with Rothschild, the Monitor, the DIP Lenders and certain members of the *ad hoc* committee of holders of the Applicants' 11 ½% senior secured notes (the "**Ad Hoc Committee**") and their advisors. Because initial expressions of interest had already been received as part of the Phase One Process, the Sale Process was a truncated process intended to create as much value as possible for Cash Store' stakeholders by efficiently taking the proposals received in the Phase One Process to a completed transaction.

12. As outlined in my affidavit sworn July 17, 2014 ("the **Fifth Aziz Affidavit**"), which is attached to this affidavit without exhibits as Exhibit "C", after the Sale Process Order was granted, Cash Store, Rothschild, the CRO and the Monitor advanced the Sale Process. Pursuant to the Sale Process Order, bids were due by July 11, 2014 (the "**Bid Deadline**"). The Sale Process Order permits the CRO and the Monitor, in consultation with Rothschild and Houlihan Lokey Capital, Inc. ("**Houlihan**"), to extend the Bid Deadline. As outlined in my affidavit sworn August 6, 2014 (the "**Sixth Aziz Affidavit**"), which is attached to this affidavit without exhibits as Exhibit "D", in accordance with the Sale Process, I extended the Bid Deadline to July 21, 2014, in consultation with Rothschild and Houlihan, and with the consent of the Monitor.

13. Cash Store received five bids. In accordance with the Sale Process, I reviewed the bids with Rothschild and the Monitor, in consultation with Houlihan, to assess whether the bids were Qualified Bids within the meaning of the Sale Process. As described in more detail in the Fourth Aziz Affidavit, for a bid to be considered a Qualified Bid, it must, among other things:

- (a) include a statement that the bidder's offer is irrevocable until the business day after the closing of the Successful Bid (defined below);

- (b) in the case of a purchase, include a refundable cash deposit in an amount equal to 10% of the contemplated purchase price;
- (c) in the case of a purchase, include (i) a duly authorized and executed Asset Purchase Agreement, with all exhibits and schedules thereto, and such ancillary agreements as may be required by the bidder, and (ii) a mark-up of the Asset Purchase Agreement showing amendments and modifications made as compared to the form of Asset Purchase Agreement provided as part of the Sale Process;
- (d) include written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed transaction; and
- (e) provide a timeline to closing with critical milestones.

14. In my opinion, and that of Rothschild and Houlihan, after consultation with the Monitor, the bid submitted in respect of the Transaction was a Qualified Bid.

15. Under the terms of the Sale Process Order, Rothschild and the CRO, in consultation with Houlihan and with the consent of the Monitor, may waive compliance with any of the requirements to be a Qualified Bid and deem such non-compliant bids to be Qualified Bids. Rothschild and the CRO, in consultation with Houlihan and with the consent of the Monitor, considered bids that did not meet the requirements to be a Qualified Bid to assess the opportunities to maximize value.

16. In addition, the Sale Process Order provides that Rothschild and the CRO, in consultation with Houlihan and with the consent of the Monitor, may aggregate separate bids to create one "Qualified Bid" from one or more "Qualified Bidders". Rothschild and the CRO, in consultation

with the Monitor and Houlihan, assessed whether such an aggregation was possible and, if so, whether it would maximize value for Cash Store's stakeholders.

The Sale Process: Evaluating Qualified Bids

17. Pursuant to the Sale Process Order, if one or more Qualified Bids were received, Rothschild and the CRO, with the consent of the Monitor and in consultation with Houlihan, could choose to: (i) accept one Qualified Bid (the "**Successful Bid**") and finalize and complete an agreement with the selected bidder; or (ii) continue negotiations with a selected number of Qualified Bidders (as defined in the Sale Process, collectively the "**Selected Bidders**") with a view to finalizing an agreement with one of the Selected Bidders.

18. In accordance with the Sale Process, I reviewed the bids with Rothschild and the Monitor, in consultation with Houlihan. Rothschild and I then had discussions and correspondence with certain of the bidders to clarify aspects of their bids in order to identify the bid that is most advantageous to Cash Store and its stakeholders. I also discussed the bids with the DIP Lenders, the Ad Hoc Committee and their advisors.

19. As described in more detail in the Fourth Aziz Affidavit, the evaluation criteria for the Successful Bid include, but are not limited to:

- (a) the purchase price and net value (including all assumed liabilities and other obligations to be performed by the bidder);
- (b) factors affecting the speed, certainty and value of the transaction (including any regulatory approvals required to close the transaction);
- (c) planned treatment of stakeholders, including employees;

- (d) any transition services required from the Applicants post-closing and any related restructuring costs; and
- (e) the likelihood and timing of the consummation of the transaction.

20. Under the terms of the Sale Process Order, Rothschild and the CRO are not obligated to accept the highest or any other offer. Selection of the Successful Bid shall be in their discretion, after consultation with Houlihan and subject to the consent of the Monitor.

21. None of the bids offered to acquire all of Cash Store's locations. As a result, after Closing, the CRO, Cash Store and the Monitor will make additional efforts to address the remaining assets, liabilities and locations.

22. The proposed Purchaser, National Money Mart Company, is one of Canada's largest payday lenders. The Purchaser provided a substantial deposit with its bid. The Purchaser offered to acquire the Purchased Assets (defined in the Asset Purchase Agreement), which includes, among other things, (i) certain of Cash Store's locations (the "**Acquired Locations**"); (ii) the names "Cash Store" and "Instaloans"; and (iii) all of the Accounts Receivable and the Customer Lists of the Applicants at the Non-Acquired Locations, other than the Accounts Receivable and the Customer Lists associated with certain of Cash Store's locations (the "**Excluded AR Locations**"). Although some other bidders offered to acquire more locations than the Purchaser, those offers had substantially lower purchase prices and, in some cases, were not binding.

23. Given the terms of the Transaction, the Transaction is notifiable under the *Competition Act*. In consultation with the Monitor, Rothschild and Houlihan, I have balanced the value achievable through the Transaction with the additional costs, delay and potentially increased risk given the need to notify the Commissioner of Competition of the Transaction. Based on the

evaluation criteria for the Successful Bid, I am of the view that the bid submitted by the Purchaser is the best overall bid received in terms of the proposed purchase price and the level of certainty in respect of the Closing. I am informed by Bernard Douton of Rothschild and Christopher Di Mauro of Houlihan that they share my view.

24. On October 8, 2014, after extensive arms'-length negotiations, the parties finalized the Asset Purchase Agreement. On behalf of Cash Store, I have executed the Asset Purchase Agreement, which is subject to approval by this Honourable Court. A redacted copy of the Asset Purchase Agreement is attached to this affidavit without exhibits as Exhibit "E". An unredacted copy of the Asset Purchase Agreement will be included in the Confidential Exhibit to the Eleventh Report of the Monitor (the "**Confidential Exhibit**"), to be filed. The Confidential Exhibit will also contain more information about the other bids received in the Sale Process. As discussed below, to preserve the integrity of the Sale Process as well as certain commercially sensitive information in the Asset Purchase Agreement, it is proposed that the Confidential Exhibit should be sealed and remain sealed until further order of this Court.

The Asset Purchase Agreement

25. The Eleventh Report of the Monitor that will be filed in support of this motion will contain a summary of the key terms and conditions of the Asset Purchase Agreement. Certain of the key terms are discussed in further detail in this affidavit.

26. The Closing Date is two business days from the date on which all conditions to the purchase and sale of the Purchased Assets set out in the Asset Purchase Agreement have been satisfied or waived, unless a Timing Commitment is made to permit the Commissioner of Competition additional time to assess the Transaction, in which case the Closing Date is two business days after the expiration of the Timing Commitment. Based on the information

available on the date this affidavit is sworn, if the Government Authorizations (including Competition Act Approval) are obtained in the ordinary course, I anticipate that the Closing Date will be in late 2014 or early 2015.

27. The Purchase Price is subject to certain customary adjustments pursuant to Section 3.5 of the Asset Purchase Agreement, such as adjustments in respect of accounts receivable and prepaid deposits. In addition, in the event that the Applicants are not able to transfer the leases or rights of occupation to a minimum number of the Acquired Locations, certain other purchase price adjustments apply. The Purchaser has a right to terminate the Asset Purchase Agreement if the Applicants transfer less than a minimum number of the Acquired Locations.

28. It is a condition precedent to the Asset Purchase Agreement that the Purchaser be given a first priority court-ordered charge over the funds paid to the Monitor by the Purchaser in accordance with the Asset Purchase Agreement in respect of the AR Purchase Amount, the TPL Purchase Amount and the PE&D Purchase Amount to serve as security for the payment of any purchase price adjustment owing to the Purchaser pursuant to Section 3.5 of the Asset Purchase Agreement. Since these funds will be held by the Monitor and cannot be distributed until all post-Closing adjustments under Section 3.5 are complete, it is my view that the charge will not prejudice any party and will not prime the security granted by the Applicants to any party.

Purchased Assets

29. Pursuant to the Asset Purchase Agreement, the Purchaser will purchase, among other things:

- (a) the Accounts Receivable associated with the Acquired Locations;

- (b) the Accounts Receivable associated with the Non-Acquired Locations other than the Excluded AR Locations;
- (c) the Applicants' right, title and interest in receivables relating to Third Party Loans (other than Third Party Loans associated with the Excluded AR Locations);
- (d) the Books and Records, including Customer Lists for the Acquired Locations and the Non-Acquired Locations other than the Excluded AR Locations;
- (e) all rights of the Applicants under the Assigned Contracts (discussed below);
- (f) the Governmental Authorizations (authorizations, approvals, licences or permits issued to the Applicants relating to the Business or any of the Purchased Assets by or from any Governmental Authority), except to the extent not transferable;
- (g) the Tangible Personal Property owned or used or held by the Applicant for use in or relating to the Business conducted at the Acquired Locations, such as the equipment, furniture, furnishings, office equipment and computer hardware;
- (h) the Technology (Intellectual Property, Technical Information and Information Technology), where assignment is permitted; and
- (i) all other rights, properties and assets used in or held by Cash Store for use in or relating to the Business conducted at the Acquired Locations.

Assigned Contracts

30. The Transaction contemplates the assignment of certain Assigned Contracts on consent or, if consent is not provided, pursuant to Section 11.3 of the CCAA notwithstanding any

restriction or prohibition contained in such Assigned Contracts relating to the assignment thereof, including any provisions requiring consent of any counterparty.

31. The Assigned Contracts include leases or other rights of occupation for the Acquired Locations as well as the Echelon Payment Protection Plan Agreement (defined below). The Assigned Contracts do not include post-filing agreements, eligible financial contracts, collective agreements or other agreements that are not assignable by reason of their nature. Pursuant to the Asset Purchase Agreement, the Assigned Contracts will only be assigned once the Purchaser pays any arrears or other Cure Costs.

32. It is proposed that an Assigned Contract Notice be served on parties to the Assigned Contracts only if they do not consent to the assignment of the Assigned Contracts. If the Applicants and the Purchaser are not able to reach an agreement with a party to an Assigned Contract, the Applicants will then serve notice of the Approval and Vesting Order on such parties to the Assigned Contracts, and the parties will have a period of 14 calendar days from the date of service of such notice to serve their responding motion record setting out their objection to the assignment of the Assigned Contract in question on the parties to the Assigned Contract, the Monitor and the CRO. Failure to serve a responding motion record in time will result in the assignment set out in the Approval and Vesting Order becoming effective upon such parties to the Assigned Contracts on the date of the Monitor's Certificate, without further right of comeback. If a responding motion record is served, the matter can be brought before the Court with the assistance of the Monitor or resolved by agreement.

33. In my option, after consultation with the Monitor, the proposed manner of service is fair, reasonable and expeditious, and permits parties to Assigned Contracts who are not willing to consent to the assignment of such Assigned Contract to have any objections addressed by the

Court, while also permitting the Applicants and Purchaser to engage with such parties before the Court is asked to intervene, all in furtherance of the proposed transition to the Purchaser.

34. If a party to an Assigned Contract does not consent to the assignment and also does not serve a responding motion record setting out its objection within the required time, it is appropriate to assign the rights and obligations under the Assigned Contracts to the Purchaser because (i) the Purchaser is acquiring the assets in respect of and intends to carry on the business of Cash Store at the Acquired Locations after Closing; and (ii) the Purchaser is acquiring certain assets in respect of Cash Store's customers at the Non-Acquired Locations (other than the Excluded AR Locations) and intends to carry on the business in respect of such customers after Closing. Providing for the assignment of the Assigned Contracts will allow the Purchaser to carry on the business of Cash Store with minimal interruption. In addition, the Asset Purchase Agreement states that the Purchaser will be under no obligation to proceed to Closing if fewer than a minimum threshold of the Acquired Locations are effectively transferred to the Purchaser.

35. I am not aware of any prejudice to the counterparties to the Assigned Contracts in assigning the Assigned Contracts to the Purchaser pursuant to Section 11.3 of the CCAA. The Purchaser's bid included evidence that, on Closing of the Transaction, the Purchaser will be properly capitalized such that it will be able to perform the obligations under the Assigned Contracts. In particular, the Purchaser represented and warranted that it has sufficient cash on hand and/or availability under existing credit facilities to satisfy the cash requirements of the proposed Transaction, which includes the assignment of the Assigned Contracts. In addition, the Asset Purchase Agreement provides that the Purchaser will assume the liabilities of the Applicants in connection with the performance of any Assigned Contracts (or breach thereof) at the time of Closing.

36. Further, as a condition of Closing the Transaction, all existing monetary defaults in relation to the Assigned Contracts – other than those arising as a result of the Applicants’ insolvency, the commencement of these CCAA proceedings, or the Applicants’ failure to perform a non-monetary obligation (in relation to which the counterparty is prohibited from exercising remedies) – must be paid in accordance with the Asset Purchase Agreement. An Assigned Contract Notice will only be delivered after the Monitor has approved the assignment.

37. The completion of the Transaction, which includes the assignment of the Assigned Contracts, will help fulfill the objectives of this CCAA proceeding. It represents the highest price realizable through the Sale Process and the best transaction in the circumstances for the benefit of the Applicants and their stakeholders.

Excluded Assets

38. The Purchased Assets do not include, among other things:

- (a) cash; bank balances; moneys in possession of banks, the Monitor and other depositories; term or time deposits; and similar cash items of, owned or held by or for the account of Cash Store, including any cash held in respect of the Third Party Loans as of the Closing Time pursuant to an Order of the Court;
- (b) marketable shares, notes, bonds, debentures or other securities of or issued by corporations or other Persons and not relating to the Business;
- (c) non-transferrable assets;
- (d) any known or unknown Claims any Applicant may have against any Person other than a Claim for Accounts Receivable;

- (e) refunds in respect of reassessments for Taxes relating to the Business or Purchased Assets for the period prior to the Closing;
- (f) refundable Taxes;
- (g) amounts owing from any Affiliate of the Applicant or any director, officer, former director or officer, shareholder or employee of the Applicant or its Affiliates; and
- (h) insurance policies (including director and officer insurance policies) and the right to receive insurance recoveries under such policies.

Employees

39. The Asset Purchase Agreement provides that the Purchaser shall offer employment to all of the employees employed at Acquired Locations (including full-time, part-time or temporary employees, and those employees of the Business on disability leave, parental leave or other absence) on terms and conditions that are substantially similar in the aggregate for each individual employee to those currently available to each such individual employee. Furthermore, the Purchaser shall recognize all past service of each employee who accepts the Purchaser's offer (a "**Transferred Employee**"). On or before the Closing Date, the Applicants shall terminate the employment of any Transferred Employee and, in compliance with Section 36(7) of the CCAA, shall pay, on or prior to the Closing, all wages, salary, accrued vacation pay and bonuses owed to such Transferred Employees on account of work performed prior to the Closing.

40. Pursuant to the Asset Purchase Agreement, Cash Store will retain all liabilities with respect to any and all employees who are not Transferred Employees, which will include employees at all Non-Acquired Locations.

41. The Purchaser has agreed to provide two months base pay to certain head office employees, who are employed by the Applicants on the Closing Date, on the date that their services are no longer required, in the Applicants' sole discretion, or the term of the Transition Services Agreement expires, as applicable, to an aggregate maximum of \$370,000. This payment is not available to head office employees who resign from their positions voluntarily or who are terminated for cause.

Assumed Liabilities

42. Pursuant to the Asset Purchase Agreement, the Purchaser will assume, amongst other things:

- (i) All Accounts Payable set forth on the Final Closing Statement (or the schedules attached thereto) and all Accrued Liabilities set forth on the Final Closing Statement (or the schedules attached thereto); provided, however, that the Purchase Price shall be reduced by the amount by which the aggregate Accounts Payable and Accrued Liabilities assumed by the Purchaser exceeds a maximum amount; and
- (ii) All liabilities arising from or in connection with the performance of the Assigned Contracts (or breach thereof), including Cure Costs; provided, however, that the Purchase Price shall be reduced by the amount by which the aggregate Cure Costs related to the Assigned Contracts exceeds a maximum amount.

Conditions of Closing

43. The Purchaser's obligation to close the Transaction is subject to certain conditions precedent, which include:

- (a) *Consent and Authorizations*: It is a condition precedent to Closing that Cash Store obtain the Approval and Vesting Order and all required Governmental Authorizations including pursuant to the *Competition Act*.
- (b) *Transfer of Acquired Locations*: It is a condition precedent to Closing that the leases or other rights of occupation for a minimum threshold of the Acquired Locations be assigned to the Purchaser.
- (c) *Assignment of Agreement with Echelon*: Cash Store has entered into an agreement with Echelon General Insurance Company (“**Echelon**”), pursuant to which Echelon offers a payment protection plan to Cash Store’s customers in exchange for a premium equal to a percentage of their outstanding balance (the “**Payment Protection Plan Agreement**”). It is a condition precedent to Closing that this agreement be assigned to the Purchaser.
- (d) *The DirectCash Agreements*: DirectCash Management Inc. and its affiliates and related companies, including DirectCash Payments Inc., DirectCash ATM Processing Partnership and DirectCash ATM Management Partnership, as well as DirectCash Bank and its affiliates and related companies (all collectively “**DirectCash**”) provides services to Cash Store that are integral to Cash Store’s operations. It is a condition precedent to Closing that either (a) the Purchaser shall have entered into one or more agreements with DirectCash (on terms and conditions reasonably satisfactory to the Purchaser) that allow the Purchaser to continue to operate the Business, as it was conducted prior to Closing, at each of the Acquired Locations, or (b)(i) a critical supplier order be granted that requires DirectCash to continue to perform under its contracts with the Applicants for such

period as is required in the Transition Services Agreement at each of the Acquired Locations and (ii) the Purchaser and the Applicants shall have entered into the Transition Services Agreement (which shall be mutually satisfactory), whereby the Purchaser shall have the benefit of the Applicants' agreements with DirectCash in accordance with the terms of such Transition Services Agreement, to allow the Purchaser to continue to operate the Business, as it was conducted prior to Closing, at each of the Acquired Locations.

- (e) *The Transition Services Agreement:* It is a condition precedent to Closing that the Purchaser and Applicant shall have entered into a transition services agreement pursuant to which Cash Store will assist with the management of the in store point of sale system and record keeping related to all Accounts Receivable. The objective of the Transition Services Agreement is to provide essential operational and back office support post-Closing to enable a smooth transition to the Purchaser. Pursuant to the proposed Transition Services Agreement, Cash Store will provide the Purchaser with services to facilitate the uninterrupted transfer and continued operation of the Acquired Locations. These services include services related to human resources and payroll functions, accounting processes, and information technology requirements in Acquired Locations until they are migrated onto the Purchaser's systems. A draft of the Transition Services Agreement is attached without exhibits as Exhibit "F".
- (f) *No Material Adverse Effect:* It is a condition precedent to Closing that no Material Adverse Effect shall have occurred. Material Adverse Effect is defined to exclude certain matters that have already occurred in respect of the Applicants' payday

loan lender's or broker's licence in Ontario under the *Payday Loans Act, 2008* (Ontario) and its payday loan lender's or broker's license in Manitoba under the *Consumer Protection Act* (Manitoba). Material Adverse Effect is also defined to exclude a decline in the number or value of the loans made by any Vendor and an increase in the Accounts Receivable that are more than 90 days past due, provided that a Material Adverse Effect shall occur if, during the first four months after the date of the Asset Purchase Agreement, there is a decrease by more than a certain percentage in the value or amount of Accounts Receivable related to the Acquired Locations that are not more than 30 days past due (as compared to the value and amount of such Accounts Receivable on the date of the Asset Purchase Agreement) and provided further that for each month thereafter, an additional decrease may occur without causing a Material Adverse Effect.

Comparison of Purchaser's Bid to Other Bids

44. A description of the other Qualified Bids received pursuant to the Sale Process will be included in the Confidential Exhibit to the Monitor's Eleventh Report. As that Confidential Exhibit demonstrates, the Purchaser's bid is better than the other bids in a number of ways, namely:

- (a) The Purchase Price as set out in the Asset Purchase Agreement was the highest price offered by any of the participants in the Sale Process.
- (b) The second highest purchase price offered in the Sale Process was made in the form of an offer that was not binding.

- (c) The Purchase Price is payable fully in cash; some offers contemplated payment partially in other forms.

45. In addition, the proposed sale to the Purchaser has the benefit of preserving a significant portion of Cash Store's business as a going concern by transferring certain Acquired Locations, and preserving the jobs of Transferred Employees and assigning the real property leases associated with such Acquired Locations, as well as transferring certain Customer Lists associated with Non-Acquired Locations.

The Proposed Transaction Should Be Approved

46. The Sale Process Order provides that the CRO will apply to the Court for an order approving the Successful Bid. The Second Further Amended DIP Facility includes a requirement that any Approval and Vesting Order be in form and substance acceptable to the DIP Lenders. The Second Further Amended DIP Facility also requires that Cash Store obtain any Approval and Vesting Order by October 31, 2014.

47. The factors listed in Section 36 of the CCAA, among others, support the approval of the Transaction as follows:

- (a) The process leading to the proposed Transaction was reasonable. The Phase One Process and Sale Process were approved by this Honourable Court. In my view, Rothschild, the CRO, Houlihan and the Monitor abided by the terms of the Sale Process Order;
- (b) The Monitor recommended approval of the Sale Process, participated in the execution of the Phase One Process (after these proceedings began), and participated in the execution of the Sale Process;

- (c) I am informed by the Monitor and believe that it will be filing its Eleventh Report stating that the sale would be more beneficial to the Applicants' creditors than a sale or disposition under a bankruptcy;
- (d) The DIP Lenders and the Ad Hoc Committee participated in the development of the Sale Process and are supportive of the proposed Transaction;
- (e) The proposed Transaction will monetize a significant portion of Cash Store's assets for the benefit of its creditors while providing for the continued employment of the Transferred Employees at the Acquired Locations;
- (f) The Purchase Price as set out in the Asset Purchase Agreement was the highest price offered by any of the participants in the Sale Process; and
- (g) The consideration to be received in respect of the assets subject to the Transaction is reasonable and fair, taking into account their market value;

48. The completion of the Transaction is subject to few Closing conditions. Taking into account the evaluation criteria for the Successful Bid, including the purchase price, factors affecting the speed and certainty of closing, including the conditions to closing, and the planned treatment of stakeholders, the Transaction represents the best transaction in the circumstances for the benefit of Cash Store and its stakeholders. The Purchaser has provided evidence that it will have sufficient funds on Closing to complete the Transaction and satisfy all of the obligations of the Purchaser under the Asset Purchase Agreement.

Sealing the Confidential Exhibit

49. The Purchase Price and certain other terms of the Asset Purchase Agreement are commercially sensitive and should not be disclosed at any point before the Transaction successfully closes. It is not necessary to disclose the exact price because other terms of the Asset Purchase Agreement have been disclosed, the evidence supporting the conclusion that the Sale Process has been followed has been disclosed, and the Purchase Price is the highest price offered by any participant in the Sale Process.

50. Similarly, the terms of the remaining bids are commercially sensitive, and it is not necessary to disclose the details of those bids because the fact that the Purchaser's bid is the highest value bid received has been disclosed. In my view, the sealing order requested is necessary to protect the integrity of the Sale Process, particularly if the Transaction does not close.

51. I swear this affidavit to support the Applicants' motion seeking the Approval and Vesting Order and for no improper purpose.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario this 8th
day of October, 2014.



COMMISSIONER FOR TAKING AFFIDAVITS



WILLIAM E. AZIZ

EXHIBIT “A”

THIS IS EXHIBIT "A" TO THE AFFIDAVIT
OF WILLIAM E. AZIZ SWORN BEFORE ME
ON THIS 8TH DAY OF OCTOBER, 2014.



A commissioner for taking Affidavits

Mary Paterson

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

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

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

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

APPLICANTS

AFFIDAVIT OF WILLIAM E. AZIZ

(Sworn June 12, 2014)

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

Introduction

1. This Affidavit is made in support of a motion by The Cash Store Financial Services, Inc. ("Cash Store Financial") and its affiliated companies The Cash Store Inc., TCS - Cash Store Inc., Instaloans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd. doing business as "The Title Store" (collectively "Cash Store" or the "Applicants") for an Order (i) extending the stay of proceedings against the Applicants until August 15, 2014; and (ii) approving the proposed sale process substantially in the form attached as Exhibit "E" to

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this affidavit (the “Sale Process”).

2. I am the President of BlueTree Advisors Inc. (“BlueTree”), which has been retained by Cash Store Financial to provide my services as Chief Restructuring Officer (“CRO”) to Cash Store. I was retained pursuant to an Engagement Letter dated April 14, 2014.

3. BlueTree was appointed as CRO of the Applicants pursuant to paragraph 23 of the Amended and Restated Initial Order of Justice Morawetz dated April 15, 2014 (the “Initial Order”).

4. As Cash Store’s CRO, and in accordance with the Initial Order, I have the authority to direct the operations and management of Cash Store and its restructuring, and Cash Store’s officers (including its executive management team) report to me. As such, I have personal knowledge of the matters deposed to herein, except where otherwise stated. I have spoken with certain of the directors, officers, advisors and/or employees of Cash Store, as necessary, and where I have relied on information from such discussions, I believe such information to be true.

DIP Facility

5. As detailed in my affidavit sworn on April 28, 2014 (the “First Aziz Affidavit”), upon my appointment as CRO, I consulted with FTI Consulting Canada, Inc. (the “Monitor”) and Rothschild Inc. (“Rothschild”) to become fully apprised of the state of Cash Store’s affairs and to plan the immediate steps necessary to stabilize Cash Store’s liquidity position while it pursues a going concern sale transaction. I promptly engaged with Rothschild and the Monitor to develop a process to solicit bids for a new Debtor-in-Possession (“DIP”) loan facility. A copy of the First Aziz Affidavit without Exhibits is attached as Exhibit “A”.

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6. As detailed in my affidavits sworn on May 9, 2014 (the "Second Aziz Affidavit") and May 15, 2014 (the "Third Aziz Affidavit"), Cash Store negotiated an amended and restated debtor-in-possession term sheet (the "Amended DIP Facility") with Coliseum Capital Partners, LP, Coliseum Capital Partners II, LP and Blackwell Partners, LLC (collectively, "Coliseum"), Alta Fundamental Advisers, LLC, (collectively with Coliseum, the "Initial DIP Lenders") and certain members of the *ad hoc* committee of holders of Applicants' 11 ½% senior secured notes (the "Ad Hoc Committee") (collectively, the "DIP Lenders"). A copy of the Second Aziz Affidavit without Exhibits is attached as Exhibit "B". A copy of the Third Aziz Affidavit without Exhibits is attached as Exhibit "C".

7. On May 17, 2014, this Honourable Court approved the Amended DIP Facility.

8. Cash Store has drawn down the full \$6 million of the first tranche of additional funding available under the Amended DIP Facility. Cash Store intends to exercise the Extension Option (as defined in the Amended DIP Facility), which will provide an additional \$2 million of funding if it is accepted by the DIP Lenders willing to fund such extension.

9. If the Extension Option is funded, the Amended DIP Facility will provide liquidity in an amount that should be sufficient to allow Cash Store to operate as a going concern during the proposed extended Stay Period (defined below). Cash Store may require further DIP financing in order to complete the sale process in an effort to maximize enterprise value for stakeholders. Based on current cash flow projections, Cash Store does not require further DIP financing until August 15, 2014 if the Extension Option is exercised and funded next week. I understand that updated cash flow projections will be attached to the Monitor's Seventh Report to be filed prior to the hearing of this motion.

Meetings with Regulators

10. Cash Store's business is heavily regulated, and I have made it a priority to meet with all of the provincial regulators of payday loans to discuss Cash Store's business path going forward. It is my goal as CRO to create an open and transparent dialogue with all of the provincial regulators as part of this process. As mentioned in the Second Aziz Affidavit, I previously met with the Manitoba regulator. Since the Second Aziz Affidavit was sworn, I have also:

- (a) Met with representatives of the Ontario regulator from the Attorney General's office on May 12, 2014 in Toronto, Ontario;
- (b) Met with the Nova Scotia regulator on May 20, 2014 in Halifax, Nova Scotia;
- (c) Met with the Alberta regulator on May 26, 2014 in Edmonton, Alberta;
- (d) Met with the Saskatchewan regulator on June 3, 2014 in Regina, Saskatchewan;
and
- (e) Instructed the Chief Compliance and Regulatory Affairs Officer (the "CCRO") to arrange a meeting with the British Columbia regulator on June 20, 2014 to discuss Cash Store's business in British Columbia.

11. The CCRO and, in most cases, the Monitor have attended all of the above-noted meetings with the regulators. The CCRO has also continued to have independent discussions with the regulators.

12. All of these discussions have ensured that channels of communication remain

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open between the various regulators and Cash Store. This is done in order to preserve, to the greatest extent possible, the prospects for continued licensing in these jurisdictions. I intend to continue to meet and communicate with the provincial regulators as the sale process for Cash Store's business progresses.

Termination of Senior Management

13. Since my appointment as CRO, I have spent time at Cash Store's head office in Edmonton, Alberta. As part of those visits, I have met with members of Cash Store's senior management and other key personnel to better understand Cash Store's business and the roles played by senior management in the company's operations. I also had numerous phone and written interactions with Cash Store's senior management since the date of the Initial Order. As a result of these meetings and discussions, and based on my discussions with key stakeholders and provincial regulators, I formed the view that it was in the best interests of Cash Store and its stakeholders that management changes be implemented at this point in the restructuring.

14. On May 22, 2014, I attended at Cash Store's Edmonton office and terminated the employment of the senior management personnel listed below as part of the rationalization of Cash Store's business going forward and with a view to regularizing matters with the various payday loan regulators. As a result, the following individuals are no longer with Cash Store:

- (a) Gordon Reykdal – former Chief Executive Officer
- (b) Kevin Paetz - former Chief Operating Officer and President
- (c) Halldor Kristjansson – former Senior Executive Vice President, Banking and Credit
- (d) Barret Reykdal - former Senior Vice President, Retail Financial Services

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(e) Michael Thompson - former Senior Vice President, Corporate Affairs

15. The services of Bill Johnson and Dean Ozanne (consultants who provided strategic and operating advice to the former CEO under consulting agreements) were also terminated. A copy of the press release dated May 22, 2014 announcing the executive leadership changes is attached as Exhibit "D".

16. Going forward, I will continue to work with the remaining members of the Cash Store management team to implement a revised leadership structure.

Stay Extension

17. The Applicants were granted protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), pursuant to the Initial Order. The Initial Order granted, *inter alia*, a stay of proceedings until May 14, 2014, or such later date as this Honourable Court may order (the "Stay Period").

18. On May 13, 2014, the Stay Period was extended until May 16, 2014 and was subsequently extended until May 19, 2014. On May 17, 2014, this Honourable Court extended the Stay Period until and including June 17, 2014, or such later date as this Honourable Court may order.

19. The Applicants have been proceeding in good faith and with due diligence to effect a restructuring under the CCAA, and in particular a going concern sale transaction. In addition to the steps outlined in the First, Second and Third Aziz Affidavits, I have, among other things:

(a) Participated in negotiations of the Amended DIP Facility with Cash Store's

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financial advisors;

- (b) Worked with Cash Store management and employees to implement the cessation of Cash Store's brokered loan business;
- (c) Participated in numerous discussions with the DIP Lenders, the Ad Hoc Committee and their respective advisors concerning the status of the CCAA proceedings, funding issues, the Sale Process and next steps;
- (d) Negotiated an interim resolution of an important supplier issue with DirectCash Payments Inc., a third party service provider to Cash Store with respect to prepaid debit and credit cards and other critical services;
- (e) Met with various provincial regulators (discussed in greater detail above);
- (f) Implemented executive leadership changes (discussed in greater detail above);
- (g) Worked with Rothschild to develop a sale process for the business;
- (h) Attended additional management meetings in Edmonton;
- (i) Participated in comprehensive discussions regarding Cash Store's business and its cash flows with members of senior management and its financial advisors; and
- (j) Worked closely with the Monitor with respect to all aspects of Cash Store's restructuring under the CCAA.

20. It is my belief that it is appropriate to extend the Stay Period to August 15, 2014 and that the Applicants have acted and continue to act in good faith and with due diligence in these CCAA proceedings. Should the Extension Option be accepted by the DIP Lenders willing

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to fund such extension, it is forecast that the Applicants will have sufficient liquidity to continue operations during the proposed extended Stay Period.

21. Extending the Stay Period will allow the Applicants to continue to work toward the sale of their business in accordance with the milestones set out in the Amended DIP Facility. An extension of the Stay Period will also allow the Applicants to continue to deal with other matters inherent in the proposed restructuring, all in consultation with the Monitor, with the objective of obtaining the best possible result for the benefit of all stakeholders. It is my understanding that the extension of the Stay Period to August 15, 2014 is supported by the DIP Lenders, the Ad Hoc Committee and the Monitor.

Proposed Sale Process

22. As outlined in the Affidavit of Steven Carlstrom, sworn April 14, 2014, Rothschild initiated a mergers and acquisitions process prior to the CCAA filing to seek a sale of or significant investment in Cash Store. Rothschild contacted numerous parties, including financial buyers and strategic buyers based in both Canada and the United States. Strategic buyers who have been contacted include companies in the consumer finance and alternative financial services sectors and financial buyers were selected based on their past experience in the financial services sector, previous investments in turnaround situations and ability and willingness to deploy capital quickly. In total, Rothschild contacted 145 parties, comprised of 103 financial buyers and 42 strategic buyers.

23. Of the 145 parties contacted, 76 were provided with public teasers and 55 requested Non-disclosure agreements (“NDAs”). As of June 4, 2014, 32 parties executed

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NDAs and received access to the virtual dataroom to conduct due diligence on Cash Store. Rothschild also provided all parties who executed NDAs with Cash Store's business plan.

24. In the Initial Order, this Honourable Court authorized Rothschild to "continue the mergers and acquisitions process as described in the Carlstrom Affidavit, in consultation with the Monitor".

25. As such, on April 29, 2014, Rothschild sent a letter to interested parties requesting non-binding letters of intent for the sale of Cash Store be submitted by May 23, 2014. A copy of this letter was attached as Exhibit "B" to the Second Aziz Affidavit. Pursuant to paragraph 11(d) of the Initial Order, the Monitor initially consented to the extension of the date to receive non-binding letters of intent from May 15, 2014 to May 23, 2014. The Monitor subsequently consented to a further extension of the date to receive non-binding letters of intent to June 3, 2014. This second extension was necessitated, in part, by changes to Cash Store's business plan required by the cessation of the brokered loan business.

26. In light of the change in the timeline, the DIP Lenders agreed to amend the requirement of the Amended DIP Facility that Cash Store obtain an order approving a sale process in a form and substance satisfactory to the DIP Lenders on or before 52 days after the Initial Order (i.e. by June 6, 2014). This covenant was amended as follows with the result that a sale process order must be obtained by June 17, 2014 (with all other terms of the Amended DIP Facility remaining in full force and effect, unamended):

Affirmative Covenant(s) be and hereby is amended to extend the date for obtaining from the Court an Order approving the Sale Process, in form and substance satisfactory to the DIP Lenders, from a date that is on or before 52 days following the issuance of the Initial Order to a date that is on or before 63 days following the issuance of the Initial Order.

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27. On June 3, 2014, Cash Store received a number of non-binding letters of intent, which I reviewed in consultation with Rothschild and the Monitor. These offers were provided to the DIP Lenders in accordance with the Amended DIP Facility. Several of the interested parties were contacted and invited to proceed to the next phase of the Sale Process, which involves granting access to further due diligence materials and the opportunity to meet with the CRO, Cash Store senior management and Rothschild, as well as with such other parties as I or Rothschild may arrange.

29. The proposed Sale Process is set out in Schedule A to the draft order attached to the Motion Record and is also attached as Exhibit "E".

30. The proposed Sale Process was developed in consultation with Rothschild, the Monitor, the DIP Lenders and the Ad Hoc Committee and their advisors. In addition to being a requirement under the Amended DIP Facility, I believe that an Order approving a sale process will provide further certainty and stability to the CCAA proceedings. As initial expressions of interest have already been received, the Sale Process is a truncated process that is intended to create as much value as possible for Cash Store' stakeholders by efficiently taking the proposals from an initial offer stage to a completed transaction.

31. In order for a bid to be considered a Qualified Bid (as defined in the Sale Process), it must be submitted by July 11, 2014 (the "Bid Deadline") and it must comply with certain requirements as outlined in the Sale Process. The Bid Deadline may be extended by the CRO and the Monitor, in consultation with Rothschild and Houlihan Lokey Capital, Inc. ("**Houlihan**"), as financial advisor to the DIP Lenders and the Ad Hoc Committee. To be a Qualified Bid, a bid must (i) include proof of the bidder's financial ability to perform the transaction; (ii) be in the form of a binding offer capable of acceptance, irrevocable until one

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business day after closing of the Successful Bid (as defined in the Sale Process) and must be accompanied by (1) a duly authorized and executed purchase agreement based on the form of purchase agreement to be provided to bidders as part of the Sale Process (the "Form of APA"), including all exhibits and schedules thereto and any ancillary agreements required by the bidder and including a mark-up to the Form of APA; and (2) a deposit in an amount equal to 10% of the purchase price contemplated therein.

32. For a bid to be considered a Qualified Bid, it must, among other things:
- (a) include a statement that the bidder's offer is irrevocable until the business day after the closing of the Successful Bid;
 - (b) include written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed transaction;
 - (c) include a detailed listing and description of the property to be included in the sale;
 - (d) include details of the proposed number of employees of the Applicants who will become employees of the bidder and provisions setting out the terms and conditions of employment for continuing employees;
 - (e) include details of any liabilities to be assumed by the Qualified Bidder;
 - (f) not be conditional upon, among other things: (i) the outcome of unperformed due diligence by the Qualified Bidder; or (ii) obtaining financing;
 - (g) fully disclose the identity of each person or entity that will be sponsoring or participating in the bid, and the complete terms of such participation;

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- (h) outline any anticipated regulatory and other approvals required to close the transaction and the anticipated time frame and any anticipated impediments for obtaining any such approvals;
- (i) identify the contracts and leases the bidder wishes to assume and reject, and specifically if an assignment of a contract is a condition to closing; and
- (j) provide a timeline to closing with critical milestones.

33. Rothschild and the CRO, in consultation with Houlihan and with the consent of the Monitor, may waive compliance with any of the requirements to be a Qualified Bid and deem such non-compliant bids to be Qualified Bids and may also aggregate separate bids to create one "Qualified Bid" from one or more "Qualified Bidders".

34. If one or more Qualified Bids are received, Rothschild and the CRO, with the consent of the Monitor and in consultation with Houlihan, may choose to: (i) accept one Qualified Bid (the "Successful Bid") and finalize and complete an agreement with the selected bidder; or (ii) continue negotiations with a selected number of Qualified Bidders (as defined in the Sale Process, collectively the "Selected Bidders") with a view to finalizing an agreement with one of the Selected Bidders.

35. Evaluation criteria for the Successful Bid may include, but are not limited to, such items as:

- (a) the purchase price and net value (including all assumed liabilities and other obligations to be performed by the bidder);

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- (b) the firm, irrevocable commitment for financing the transaction or other evidence of ability to consummate the proposed transaction;
- (c) the counterparties to the transaction;
- (d) the terms of the transaction documents;
- (e) other factors affecting the speed, certainty and value of the transaction (including any regulatory approvals required to close the transaction);
- (f) planned treatment of stakeholders;
- (g) the assets included or excluded from the bid;
- (h) the proposed treatment of the employees, including any employees currently on temporary layoff;
- (i) any transition services required from the Applicants post-closing and any related restructuring costs; and
- (j) the likelihood and timing of the consummation of the transaction.

36. Rothschild and the CRO are not obligated to accept the highest or any other offer. Selection of the Successful Bid shall be in their discretion, after consultation with Houlihan and subject to the consent of the Monitor.

37. The proposed Sale Process provides that the CRO will apply to the Court for an order approving the Successful Bid and authorizing Cash Store to enter into agreements with respect to the Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid. The Successful Bid may proceed (i) by way of a

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sale, in which case the CRO would seek an order approving the sale (a "Sale Approval Order"), or (ii) by way of a plan of compromise or arrangement (a "Plan"), in which case Cash Store would seek an order authorizing the CRO to file the Plan and to call a meeting of creditors to vote on the Plan (a "Plan Filing and Meeting Order").

38. The Amended DIP Facility includes a requirement that any Sale Approval Order be in form and substance acceptable to the DIP Lenders. The Amended DIP Facility also requires that Cash Store obtain any Sale Approval Order or Plan Filing and Meeting Order no later than 60 days following the order approving the Sale Process. Should an Order approving the Sale Process be made on June 16, 2014, Cash Store will need to obtain the Sale Approval Order or Plan Filing and Meeting Order by August 15, 2014.

39. The Amended DIP Facility requires that in the event the Successful Bid proceeds by way of a sale, the closing of the sale transaction must take place no later than 60 days following the Sale Approval Order (i.e. no later than October 14, 2014).

40. If the Successful Bid proceeds by way of a Plan, the Amended DIP Facility requires that Cash Store obtain an order sanctioning the Plan (a "Sanction Order") by no later than 30 days following the date of the Plan Filing and Meeting Order (i.e. no later than September 14, 2014). Furthermore, the Plan transaction must be implemented no later than 30 days following the date of the Sanction Order (i.e. no later than October 14, 2014).

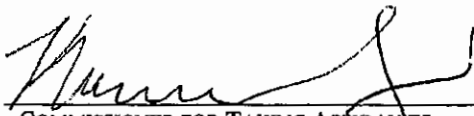
41. It is proposed that there will be no amendments to the Sale Process without the consent of the CRO, the Monitor and Houlihan, or, in the absence of such consent, the approval of the Court.

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Other Matters

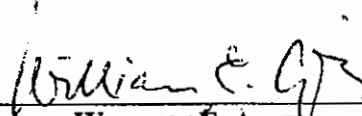
42. On May 30, 2014, a Cease Trade Order was issued by the Alberta Securities Commission due to Cash Store failing to file interim unaudited financial statements, interim management's discussion and analysis, and certification of interim filings for the period ended March 31, 2014, (collectively, the "Continuous Disclosure Documents") pursuant to section 146 of the *Securities Act* (Alberta). Per the terms of the Cease Trade Order, all trading in Cash Store Financial's securities has ceased. A copy of the press release announcing the Cease Trade Order is attached as Exhibit "F".

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario this
12th day of June, 2014.



COMMISSIONER FOR TAKING AFFIDAVITS

Karin Sachar



WILLIAM E. AZIZ

EXHIBIT “B”

**THIS IS EXHIBIT "B" TO THE AFFIDAVIT
OF WILLIAM E. AZIZ SWORN BEFORE ME
ON THIS 8TH DAY OF OCTOBER, 2014.**



A commissioner for taking Affidavits

Mary Paterson

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

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

THE HONOURABLE REGIONAL)	MONDAY, THE 16 TH
)	
SENIOR JUSTICE MORAWETZ)	DAY OF JUNE, 2014

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

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

APPLICANTS

ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of William E. Aziz sworn June 12, 2014 and the Exhibits thereto (the "**Fourth Aziz Affidavit**") and the Fourth Report, the Fifth Report, the Sixth Report and the Seventh Report of FTI Consulting Canada Inc. in its capacity as Monitor (the "**Monitor**"), and on hearing the submissions of counsel for the Chief Restructuring Officer (the "**CRO**"), the DIP Lenders, the Monitor, the Ad Hoc Committee, and such other counsel present, no other person appearing although duly served as appears from the affidavit of service of Karin Sachar sworn June 13, 2014,

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that the Fourth Report of the Monitor dated May 15, 2014 and the Fifth Report of the Monitor dated June 2, 2014 be and are hereby approved and the actions of the Monitor described therein be and are hereby approved.

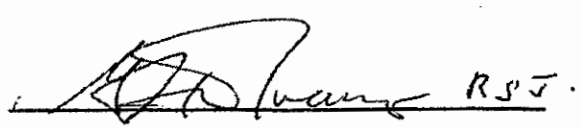
3. THIS COURT ORDERS that the Stay Period provided in the Amended and Restated Initial Order dated April 15, 2014 (the "Initial Order") in these proceedings be and is hereby extended until and including August 15, 2014, or such later date as this Court may order.

4. THIS COURT ORDERS that the sale process described in the Fourth Aziz Affidavit and attached hereto as Schedule "A" (the "Sale Process") and all marketing activities undertaken by the CRO and Rothschild Inc. prior to the date hereof described in the Fourth Aziz Affidavit and reports of the Monitor are hereby approved.

5. THIS COURT ORDERS that, in connection with the Sale Process and pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the CRO and the Monitor are authorized and permitted to disclose personal information of identifiable individuals to prospective purchasers or bidders and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sale transactions (each, a "Transaction"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall: (i) return all such information to the CRO or the Monitor; (ii) destroy all such information; or (iii) in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. The purchaser of any Property (as defined in the Initial Order) shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Applicants or the CRO, and shall return all other personal information to the CRO or the Monitor, or ensure that all other personal information is destroyed.

ENTERED IN THE REGISTRY
ON / BOOK NO:
LE / destroyed

JUN 17 2014

 R.S.J.

SCHEDULE "A"

THE SALE PROCESS

Defined Terms

1. All capitalized terms used but not otherwise defined herein have the meaning given to them in the Amended and Restated Initial Order of the Ontario Superior Court of Justice (the "**Court**") dated April 15, 2014 (the "**Initial Order**") in respect of the Applicants' proceedings commenced under the Companies' Creditors Arrangement Act (the "**CCAA**").

Sale Process

2. The Sale Process set forth herein describes, among other things, (i) the Applicants' Property available for sale, (ii) the manner in which prospective bidders may gain access to or continue to have access to due diligence materials, (iii) the manner in which bidders and bids become Qualified Bidders (as defined below) and Qualified Bids (as defined below), respectively, (iv) the receipt and negotiations of bids received, (v) the ultimate selection of a Successful Bidder (as defined below) and (vi) the Court's approval thereof.
3. The CRO and Rothschild, with the assistance and support of the Monitor (who will also monitor the process), and in consultation with Houlihan Lokey Capital, Inc. ("**Houlihan**"), will conduct the Sale Process whereby prospective purchasers will have the opportunity to submit a bid for the Applicants' Property.
4. Prospective bidders that have executed a non-disclosure agreement will be provided with an opportunity to review financial and other information in the Applicants' online data room and will also be provided with an opportunity to meet with the CRO, senior management of the Applicants and Rothschild, and with such other parties as the CRO or Rothschild may arrange.
5. The sale of the Applicants' Property will be made on an "as is, where is" basis without surviving representations or warranties of any kind, nature, or description by the Applicants, the CRO, Rothschild or the Monitor, except to the extent set forth in the definitive sale agreement with a Successful Bidder.

Bidding Procedures

6. The bidding procedures are as follows (the "**Bidding Procedures**"):
 - (a) all bids for purchase of all or any portion of the Property or another transaction in respect of the Applicants or the Property must be submitted in writing to Rothschild and the Monitor and received by them before 5:00 pm (Toronto time) on July 11, 2014 (the "**Bid Deadline**"), which Bid Deadline may be extended by the CRO, in consultation with Rothschild and Houlihan, and with the consent of the Monitor;

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- (b) each potential bidder must submit, before the Bid Deadline, a bid including the identification of the bidder, evidence of corporate authority and proof of its financial ability to perform to the satisfaction of the CRO and the Monitor (in consultation with Rothschild and Houlihan);
- (c) a bid should, among other things,
 - (i) be submitted by a bidder who has been invited to participate in the process by Rothschild or the CRO prior to the date hereof or who is invited to participate in the process by Rothschild or the CRO, in consultation with the Monitor and Houlihan, after the date hereof, and
 - (ii) be in the form of a binding offer capable of acceptance by the CRO on behalf of the Applicants, irrevocable until one business day after closing of the Successful Bid (as defined below), and must be accompanied by:
 - (1) In the case of a purchase, (A) a duly authorized and executed purchase agreement based on the form of purchase agreement to be provided to bidders as part of the Sale Process (the "**Form of APA**"), (B) all exhibits and schedules thereto, and such ancillary agreements as may be required by the bidder with all exhibits and schedules thereto, (C) a mark-up of the Form of APA showing amendments and modifications made thereto, and (D) a refundable cash deposit in the form of a wire transfer (to a bank account specified by the Monitor) or such other form of deposit as is acceptable to the Monitor, payable to the order of the Monitor, in trust (the "**Deposit**"), in an amount equal to 10% of the purchase price contemplated therein, or
 - (2) in the case of any bid for the acquisition of the Applicant's business that is not a purchase of the Applicant's Property, (A) such duly authorized and executed documents as the CRO and the Monitor, in consultation with Rothschild and Houlihan, may accept, including all exhibits and schedules thereto, and (B) a Deposit acceptable to the CRO and the Monitor, in consultation with Rothschild and Houlihan

(each bid submitted in accordance with these Bidding Procedures a "**Qualified Bid**" and each such bidder a "**Qualified Bidder**").

Qualified Bids

7. A bid will be considered a Qualified Bid only if (i) it is submitted by a Qualified Bidder on or before the Bid Deadline, and (ii) the bid complies with, among other things, the following requirements:
- (a) it includes a letter stating that the bidder's offer is irrevocable until the business day after the closing of the Successful Bid;

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- (b) it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed transaction, that will allow Rothschild, the CRO and the Monitor, in consultation with Houlihan, to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction contemplated by its bid;
- (c) it includes a reasonably detailed listing and description of the Property to be included in the sale;
- (d) it includes details of the proposed number of employees of the Applicants who will become employees of the bidder and provisions setting out the terms and conditions of employment for continuing employees;
- (e) it includes details of any liabilities to be assumed by the Qualified Bidder;
- (f) it is not conditional upon, among other things:
 - (i) the outcome of unperformed due diligence by the Qualified Bidder; or
 - (ii) obtaining financing;
- (g) it fully discloses the identity of each person or entity that will be sponsoring or participating in the bid, and the complete terms of such participation;
- (h) it includes evidence, in form and substance satisfactory to Rothschild and the CRO, in consultation with the Monitor and Houlihan, of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the bid;
- (i) it outlines any anticipated regulatory and other approvals required to close the transaction and the anticipated time frame and any anticipated impediments for obtaining any such approvals;
- (j) it identifies with particularity the contracts and leases the bidder wishes to acquire, contains full details of the bidder's proposal for the treatment of related cure costs (and provides adequate assurance of future performance thereunder); and it identifies with particularity any executory contract or unexpired lease the assumption and assignment of which is a condition to closing;
- (k) it provides a timeline to closing with critical milestones;
- (l) it contains other information reasonably requested by Rothschild, the CRO or the Monitor; and
- (m) it includes the following: an acknowledgement and representation that the bidder:
 - (a) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its bid; and
 - (b) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever,

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whether express or implied (by operation of law or otherwise), regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in the purchase and sale agreement.

8. Rothschild and the CRO, with the consent of the Monitor and in consultation with Houlihan, may (i) waive compliance with any one or more of the requirements specified herein and deem such non-compliant bids to be Qualified Bids or (ii) aggregate separate bids to create one "Qualified Bid" from one or more "Qualified Bidders".

Post-Bidding Procedures

9. If one or more Qualified Bids are received in accordance with the Bidding Procedures, Rothschild and the CRO, with the consent of the Monitor and in consultation with Houlihan, may choose to:
 - (a) accept one Qualified Bid (the "**Successful Bid**" and the Qualified Bidder making the Successful Bid being the "**Successful Bidder**") and take such steps as are necessary to finalize and complete an agreement for the Successful Bid with the selected bidder; or
 - (b) continue negotiations with a selected number of Qualified Bidders (collectively, "**Selected Bidders**") with a view to finalizing an agreement with one of the Selected Bidders such that such Selected Bidder becomes the Successful Bidder.
10. Evaluation criteria for the Successful Bid may include, but are not limited to such items as:
 - (a) the purchase price and net value (including all assumed liabilities and other obligations to be performed by the bidder);
 - (b) the firm, irrevocable commitment for financing the transaction or other evidence of ability to consummate the proposed transaction;
 - (c) the claims likely to be created by such bid in relation to other bids;
 - (d) the counterparties to the transaction;
 - (e) the terms of the transaction documents;
 - (f) other factors affecting the speed, certainty and value of the transaction (including any regulatory approvals and other conditions required to close the transaction);
 - (g) planned treatment of stakeholders;
 - (h) the assets included or excluded from the bid;
 - (i) the proposed treatment of the employees, including any employees currently on temporary layoff;

- (j) any transition services required from the Applicants post-closing and any related restructuring costs; and
 - (k) the likelihood and timing of the consummation of the transaction.
11. Rothschild and the CRO shall be under no obligation to accept the highest or any other offer, and the selection of the Selected Bids and the Successful Bid shall be in the discretion of Rothschild and the CRO, in consultation with Houlihan and subject to the consent of the Monitor. Rothschild and the CRO shall have no obligation to select a Successful Bid and reserves the right, in consultation with Houlihan and subject to the consent of the Monitor, to reject any or all Qualified Bids.

Other Terms

12. All Deposits will be retained by the Monitor and invested in an interest bearing trust account. If there is a Successful Bid, the Deposit (plus accrued interest) paid by the Successful Bidder whose bid is approved by the Court will be applied to the purchase price to be paid by the Successful Bidder upon closing of the approved transaction and will be non-refundable. The Deposits (plus applicable interest) of Qualified Bidders not selected as the Successful Bidder will be returned to such bidders within 10 business days of the date upon which the Successful Bid is approved by the Court. If there is no Successful Bid, subject to the following paragraph, all Deposits (plus applicable interest) will be returned to the bidders within 10 business days of the date upon which the Sale Process is terminated.
13. If a Successful Bidder breaches its obligations under the terms of the Sale Process, its Deposit shall be forfeited as liquidated damages and not as a penalty.
14. The CRO will apply to the Court (the "**Approval Motion**") for an order approving the Successful Bid and authorizing the Applicants to enter into any and all necessary agreements with respect to the Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid or for an order approving such alternative process as the CRO, in consultation with Rothschild and Houlihan, and with the consent of the Monitor, deem appropriate in the circumstances.
15. The Approval Motion will be held on a date to be scheduled by the Court upon application by the CRO. The Approval Motion may be adjourned or rescheduled by the CRO or the Monitor without further notice by an announcement of the adjourned date at the Approval Motion or by notice to the Service List maintained by the Monitor.
16. All Qualified Bids (other than the Successful Bid) will be deemed rejected one business day after the closing of the Successful Bid by the Court.
17. For the avoidance of doubt, (i) the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Bid and (ii) in the event that a Successful Bid is not obtained, nothing in this Sale Process or in any Order prejudices the rights of secured creditors of the Applicants to credit bid for any assets of the Applicants subject to any such secured creditors' security interests.

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18. There will be no amendments to this Sale Process without the consent of the CRO, the Monitor and Houlihan, or in the absence of such consent, the approval of the Court.
19. This Sale Process does not, and will not be interpreted to, create any contractual or other legal relationship between the Applicants, the CRO and any bidder, other than as specifically set forth in a definitive agreement that any such bidder may enter into with the Applicants. At any time during the Sale Process, the Monitor may, upon reasonable prior notice to the CRO, the DIP Lenders and the Ad Hoc Committee, apply to the Court for advice and directions with respect to the discharge of its power and duties hereunder.

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., 1693926 Alberta Ltd. doing business as "The Title Store"

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER

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Counsel for the Chief Restructuring Officer of the Applicants

EXHIBIT “C”

**THIS IS EXHIBIT "C" TO THE AFFIDAVIT
OF WILLIAM E. AZIZ SWORN BEFORE ME
ON THIS 8th DAY OF OCTOBER, 2014.**



A commissioner for taking Affidavits

Mary Paterson

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

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

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

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

APPLICANTS

AFFIDAVIT OF WILLIAM E. AZIZ

(Sworn July 17, 2014)

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

Introduction

1. This Affidavit is made in support of a motion by The Cash Store Financial Services Inc. ("Cash Store Financial") and its affiliated companies The Cash Store Inc., TCS - Cash Store Inc., Instaloans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd. doing business as "The Title Store" (collectively "Cash Store" or the "Applicants") for an Order (i) authorizing (and where necessary, authorizing *nunc pro tunc*) the Applicants, through myself as Chief Restructuring Officer and in consultation with the Monitor, to take all

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steps necessary with respect to The Cash Store Financial Limited (“Holdco UK”) and The Cash Store Limited (“Opco UK”) (collectively, the “UK Companies”), which operate Cash Store’s business in the United Kingdom (the “UK Business”), to: (a) demand repayment of the debts owing by Opco UK and Holdco UK to Cash Store Financial; (b) apply to the High Court of Justice, Chancery Division (the “UK Court”) for the appointment of an administrator over Opco UK to facilitate the realization of the UK Companies’ assets; (c) petition the UK Court for the appointment of a liquidator over Holdco UK; (d) execute a witness statement in support of the UK Court application(s); (e) execute any other documentation required to effect the proposed administration and liquidation of the UK Companies; and (f) assist the proposed administrator and liquidator to facilitate the administration or liquidation of the UK Companies; and (ii) amending the Order of Regional Senior Justice Morawetz dated May 16, 2014 to provide for the transfer of trust funds in the amount of \$1,078,328.00 from Cassels Brock & Blackwell LLP (“Cassels Brock”) to Fasken Martineau DuMoulin LLP in trust, to be held for the benefit of Consumer Protection British Columbia (“CPBC”), as Trustee, until CPBC establishes bank accounts to carry out a refund process.

2. I am the President of BlueTree Advisors Inc. (“BlueTree”), which has been retained by Cash Store Financial to provide my services as Chief Restructuring Officer (“CRO”) to Cash Store. I was retained pursuant to an Engagement Letter dated April 14, 2014. A copy of my Engagement Letter and the recent amendment thereto that has been agreed to but not yet signed are attached as Exhibits “A” and “B”.

3. BlueTree was appointed as CRO of the Applicants pursuant to paragraph 23 of the Amended and Restated Initial Order of Regional Senior Justice Morawetz dated April 15, 2014 (the “Initial Order”).

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4. As Cash Store's CRO, and in accordance with the Initial Order, I have the authority to direct the operations and management of Cash Store and its restructuring, and Cash Store's officers (including its executive management team) report to me. As such, I have personal knowledge of the matters deposed to herein, except where otherwise stated. I have spoken with certain of the officers, advisors and/or employees of Cash Store and of the UK Companies, as well as the Monitor, as necessary, and where I have relied on information from such discussions, I believe such information to be true.

Update Regarding the DIP Facility

5. Upon my appointment as CRO, I consulted with FTI Consulting Canada, Inc. (the "Monitor") and Rothschild Inc. ("Rothschild") to develop a process to solicit bids for a new Debtor-in-Possession ("DIP") loan facility.

6. Cash Store subsequently negotiated an amended and restated debtor-in-possession term sheet (the "Amended DIP Facility") with Coliseum Capital Partners, LP, Coliseum Capital Partners II, LP and Blackwell Partners, LLC (collectively, "Coliseum"), Alta Fundamental Advisers, LLC, (collectively with Coliseum, the "Initial DIP Lenders") and certain members of the *ad hoc* committee of holders of Applicants' 11 ½% senior secured notes (the "Ad Hoc Committee") (collectively, the "DIP Lenders").

7. On May 17, 2014, this Honourable Court approved the Amended DIP Facility.

8. Cash Store has drawn down the full \$6 million of the first tranche of additional funding available under the Amended DIP Facility. Since my last affidavit was sworn on May 15, 2014 (the "Fourth Aziz Affidavit"), Cash Store exercised the Extension Option (as defined in the Amended DIP Facility), which was accepted and funded by the DIP Lenders and which

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provided an additional \$2 million of liquidity to Cash Store.

9. The Amended DIP Facility has provided liquidity in an amount that is projected to be sufficient to allow Cash Store to operate as a going concern during the current Stay Period which expires on August 15, 2014. Cash Store will likely require further DIP financing in order to complete the ongoing sale process in an effort to maximize enterprise value for stakeholders. Based on current cash flow projections, Cash Store does not require further DIP financing until the week ending August 29, 2014. I understand that updated cash flow projections will be attached to the Monitor's Eighth Report to be filed prior to the hearing of this motion.

Update Regarding Sale Process

10. As outlined in the Affidavit of Steven Carlstrom, sworn April 14, 2014 (the "Carlstrom Affidavit"), and in the Fourth Aziz Affidavit, Rothschild initiated a sale process prior to the CCAA filing to seek a sale of or significant investment in Cash Store. Rothschild contacted numerous parties, including financial buyers and strategic buyers based in both Canada and the United States. Strategic buyers who have been contacted include companies in the consumer finance and alternative financial services sectors and financial buyers were selected based on their past experience in the financial services sector, previous investments in turnaround situations and ability and willingness to deploy capital quickly. In total, Rothschild contacted 146 parties, comprised of 103 financial buyers and 43 strategic buyers.

11. Of the 146 parties contacted, 76 were provided with public teasers and 56 requested Non-disclosure agreements ("NDAs"). As of July 15, 2014, 33 parties had executed NDAs and received access to the virtual dataroom to conduct due diligence on Cash Store. Rothschild also provided all parties who executed NDAs with Cash Store's business plan.

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12. In the Initial Order, this Honourable Court authorized Rothschild to continue the sale process as described in the Carlstrom Affidavit, in consultation with the Monitor.

13. By Order of Regional Senior Justice Morawetz, dated June 16, 2014, this Honourable Court approved the Sale Process as set out in Schedule "A" to that Order and as described in the Fourth Aziz Affidavit.

14. On June 3, 2014, Cash Store received a number of non-binding letters of intent, which I reviewed in consultation with Rothschild and the Monitor. These non-binding letters of intent were provided to the DIP Lenders and their advisors in accordance with the Amended DIP Facility. Several of the interested parties (the "Potential Bidders") were contacted and invited to proceed to the second phase of the Sale Process. I am continuing to work closely with Rothschild and the Monitor to advance the Sale Process. As part of the second phase of the Sale Process, Cash Store has taken, among others, the following steps:

- (a) The dataroom has been populated with further due diligence information. The collection of due diligence materials for the Sale Process is now substantially completed, however, follow-on requests continue to arise and be responded to;
- (b) Cash Store senior management and I have made management presentations to the Potential Bidders. The Monitor also attended the management presentations;
- (c) Rothschild has had multiple calls and conversations with most of the Potential Bidders;
- (d) My counsel and I have had numerous discussions with many of the Potential Bidders;

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- (e) Cash Store is facilitating various Potential Bidders' access to Cash Store's Chief Compliance and Regulatory Affairs Officer (the "CCRO"), Cash Store's auditor, and the Ontario payday lending regulator;
- (f) Cash Store has also arranged visits for Potential Bidders to Cash Store's head office in Edmonton; and
- (g) Cash Store circulated the draft form of purchase agreement to Potential Bidders.

29. The Sale Process approved pursuant to the June 16, 2014 Order provides that in order for a bid to be considered a Qualified Bid (as defined in the Sale Process), it must satisfy certain conditions and be submitted by July 11, 2014 (the "Bid Deadline"). The Sale Process provided that the Bid Deadline may be extended by the CRO, in consultation with Rothschild and Houlihan Lokey Capital Inc. ("Houlihan"), and with the consent of the Monitor. In response to feedback from Potential Bidders, I have determined, with the consent of the Monitor, and in consultation with Rothschild and Houlihan, to extend the Bid Deadline to July 21, 2014.

Update Regarding B.C. Trust Funds

30. On May 16, 2014, Cassels Brock made a motion before this Court requesting direction as to the payment of certain funds held in trust by Cassels Brock in the name of Cash Store Financial. The vast majority (\$1,078,328.00) of these funds were amounts held in trust for the purpose of satisfying a Compliance Order (as defined in the Beitchman Affidavit, sworn May 15, 2014) issued in British Columbia by CPBC and affirmed in Judicial Review by the British Columbia Supreme Court in January 2014.

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31. On May 16, 2014, this Honourable Court ordered that the amount of \$1,078,328.00, held in trust by Cassels Brock, be paid to a trust account to be opened by Cash Store Financial, in its capacity as Trustee of the Compliance Order Trust (as defined in the Beitchman Affidavit), and approved by CPBC in accordance with the Compliance Order and Supplemental Compliance Order (as defined in the Beitchman Affidavit). A copy of the May 16, 2014 Order is attached as Exhibit "C".

32. On June 20, 2014, the CCRO, the Monitor and I met with representatives of CPBC. Subsequent to that meeting, CPBC took steps to remove Cash Store Financial as Trustee of the Compliance Order Trust and appoint itself as the new trustee. A copy of the notice of removal of trustee and appointment of replacement trustee is attached as Exhibit "D". CPBC will administer the distribution of the trust funds going forward in accordance with the Compliance Order.

33. Given these developments, Fasken Martineau DuMoulin LLP as counsel for CPBC has requested that the trust funds in the amount of \$1,078,328.00 be transferred from Cassels Brock to Fasken Martineau DuMoulin LLP in trust (as opposed to Cash Store) to be held for the benefit of CPBC, as Trustee, until CPBC establishes bank accounts to carry out the refund process. Cassels Brock has therefore requested that the May 16, 2014 Order be amended to specifically provide for the payment to be made to Fasken Martineau DuMoulin in trust.

The UK Business

34. As set out in the Carlstrom Affidavit, the UK payday lending market is still developing. The estimated market was £2 to £2.2 billion in 2011/12, up from an estimated £900 MM in 2008/09. This corresponds to between 7.4 million and 8.2 million new loans issued.

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35. As set out in the Carlstrom Affidavit, on April 14, 2010, Cash Store opened its first branch in the UK and subsequently expanded its operations to include 27 branches in the UK operating under the banner "Cash Store Financial". Cash Store employs approximately 130 employees in the UK Business.

36. As set out in the Carlstrom Affidavit, the UK Companies process their own accounts payable and payroll. As funding is required for the UK Business, Cash Store purchases British Pounds Sterling and transfers funds from its CIBC bank accounts to The Cash Store Limited's bank accounts with Barclays.

37. On June 18 and 19, 2014, my counsel and I travelled to The Cash Store Limited's UK head office in Manchester, England to meet with senior management and company counsel of The Cash Store Limited. The purpose of the meeting was to better understand Cash Store's operations in the UK and to discuss the viability of the UK business going forward.

38. An affiliate of the Monitor, FTI Consulting LLP ("FTI UK") was asked to engage with senior management of Cash Store's UK Business on a limited basis from the perspective of Cash Store's Canadian operations to (i) estimate the UK Business's future funding needs; (ii) form a preliminary view as to whether Cash Store's Canadian operations should provide any further funding; and (iii) outline the options in respect of the UK Business should the decision be made not to provide further funding. I have discussed the findings of FTI UK with my legal advisors and the Monitor.

39. As a result of these meetings and discussions, I have formed the view that it is in the best interests of Cash Store and its stakeholders that Cash Store no longer provide financial

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support to the UK Business. I have been informed by the Monitor that it concurs with this decision. This decision is based, among other things, on the following considerations:

- (a) The UK Business continues to lose money and has been funded by Cash Store's Canadian business for some time – Cash Store has provided approximately £10 million in funding over the last two years;
- (b) The UK Business only has approximately £2.7 million in outstanding payday loans, of which only £0.8 million is not overdue, a relatively small loan portfolio when compared to the amount of funding the UK Business requires;
- (c) It is estimated that the UK Business may require in excess of £700,000 of funding during the next 13 weeks;
- (d) Losses suffered on Cash Store's payday loans made in the UK are significantly higher than Cash Store's Canadian payday loan losses;
- (e) The Potential Bidders in the Sale Process have not indicated a willingness to purchase the UK Business, despite direct inquiries being made with Potential Bidders regarding a potential acquisition of the UK Business;
- (f) The Amended DIP Facility contains certain restrictions with respect to the funding of the UK entities;
- (g) The rent and payroll obligations for the UK Business are significant, totalling on average approximately £350,000 per month;
- (h) UK regulators have passed and are expected to pass new regulations that may cause restrictions on payday loan lenders, including a regulation expected to come

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into force in January 2015 that would cap interest and default charges for late repayment of payday loans at twice the sum that was originally borrowed. The UK Regulators have already implemented regulations which limit payday lenders' ability to roll over customer loans more than twice, as well as the ability to retrieve money out of a customer's bank account by way of a continuous payment authority; and

- (i) I am advised by FTI UK that only 3 of the UK branches are profitable.

40. The principal secured creditor of the UK Business is Computershare Trust Company of Canada which has the benefit of a debenture containing a fixed and floating charge. The debenture secures obligations incurred under the Credit Agreement (as defined in the Carlstrom Affidavit) as well as the senior secured Notes (as defined in the Carlstrom Affidavit).

41. The UK Business has been reliant on Cash Store's Canadian operations for funding for several years. As Cash Store Financial will not continue funding the UK Business, the UK Companies are unable to meet their liabilities as they come due.

42. As such, I have engaged with UK restructuring counsel, FTI UK - the proposed administrator, and certain members of Cash Store's UK management team, with respect to making demands for repayment of debts owed by the UK Companies to Cash Store Financial and the eventual proposed insolvency proceedings.

Wind Up of UK Companies

43. After consulting with the Monitor, FTI UK, and Cash Store Financial's

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restructuring counsel in the UK (Eversheds LLP), I have determined that the best and most efficient way to achieve the realization of the UK Companies' assets for the benefit of all stakeholders is for Cash Store Financial to make demand for the repayment of amounts owing to it by Opco UK and Holdco UK and to apply to the UK Court to appoint an administrator over Opco UK and a liquidator over Holdco UK.

44. I am advised by Eversheds LLP, and I believe, that in order to place Opco UK into administration, Cash Store Financial must make an application to the UK Court as a creditor of Opco UK. In the UK, an administration order is made where the applicant can prove that it will achieve one of the statutory purposes under the *UK Insolvency Act 1986*. I have been advised by Eversheds and FTI UK that the statutory purpose would be achieved as the administration will enable the more effective collection of the Opco UK's debtor loan book.

45. I am advised by Eversheds LLP, and I believe, that the alternative UK insolvency process, of liquidation, would take longer to effect (6 to 8 weeks, as against 7 days for administration) and that extra delay would prejudice the interests of creditors as it would likely result in lower realisations from debtors.

46. I am advised by Eversheds LLP, and I believe, that administration is not an available insolvency process for Holdco UK. This company has no assets and therefore the statutory purpose cannot be achieved. It is therefore proposed that Cash Store Financial as a creditor of Holdco UK petition the UK Court for the appointment of a liquidator.

47. On July 7, 2014, Cash Store announced that Gordon Reykdal (Cash Store Financial's former CEO) and Edward McClelland resigned from their positions as Directors of Cash Store. A copy of the press release announcing these resignations is attached as Exhibit "E". A copy of a letter from counsel for Mr. Reykdal and Mr. McClelland is attached as Exhibit

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"F". A copy of a letter from my counsel to counsel for Mr. Reykdal and Mr. McClelland is attached as Exhibit "G". Mr. Reykdal is the former Chief Executive Officer of Cash Store and effective May 22, 2014, is no longer with Cash Store. Since that time, Mr. Reykdal has not been involved in the operations or management of Cash Store or its affiliates, including with respect to the UK Business.

48. Mr. Reykdal remains as the sole director of the UK Companies. In order to protect the interests of all stakeholders I have concluded, on advice from Eversheds LLP and FTI UK, that Cash Store Financial should initiate the administration of Opco UK and the liquidation of Holdco UK by making applications to the UK Court.

49. I am advised by Eversheds LLP and believe that one of the prerequisites for applying to the UK Court for the appointment of an administrator over Opco UK and a liquidator over Holdco UK is that Cash Store Financial demand repayment of the loans owing to Cash Store Financial by Opco UK and Holdco UK.

50. In order to fund the UK Business, Cash Store Financial has historically transferred funds directly to Opco UK. Prior to Cash Store filing for CCAA protection, these loans were recorded in the UK Companies' audited financial statements as debts owed by Holdco UK to Cash Store Financial, with the same amounts being owed by Opco UK to Holdco UK. The total amount of debt owed by Holdco UK to Cash Store Financial as of December 31, 2013 is £16,354,664. The most recent audited financial statements for the year ending September 2012 of Opco UK and Holdco UK are attached as Exhibits "H" and "I".

51. Amounts lent to the UK Business by Cash Store Financial after Cash Store filed for CCAA protection were loans made directly to Opco UK and are owed by Opco UK directly to Cash Store Financial. Additionally, loans made after January 1, 2014 but before the CCAA

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filing were made directly to Opco UK and are owed directly to Cash Store Financial. The total amount of debt owed by Opco UK to Cash Store Financial amounts to £1,230,000, £285,000 of which was lent since Cash Store filed for CCAA protection.

52. Cash Store Financial intends to make a demand for immediate repayment of the debts owing by both Opco UK and Holdco UK. Additionally, Cash Store Financial intends to issue an application in the UK Court for the appointment of an administrator over Opco UK, which it will serve on Opco UK. Cash Store will also provide notice to Computershare Trust Company of Canada since I am advised by Eversheds LLP and believe that a creditor applying for the appointment of an administrator is required to give 5 clear days notice to any holder of security who themselves would be entitled to appoint an administrator. The demands and the application for the appointment of the UK administrator will be made immediately after serving the motion in Canada requesting the within relief.

53. Should the requested Order be made by this Court, after the five clear day notice period has passed (on July 25, 2014) with respect to the appointment of the UK administrator, Cash Store Financial intends to bring its application before the UK Court for the appointment of FTI UK as administrator of Opco UK. Cash Store Financial also intends to petition the UK Court for the appointment of FTI UK as liquidator over Holdco UK.

Update Regarding Other Restructuring Activities

54. Although the Applicants are not seeking a further stay extension at this time, I believe that the Applicants have been proceeding in good faith and with due diligence to effect a restructuring under the CCAA, and in particular a going concern sale transaction. Recent operational activities include:

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- (a) Worked to develop a "no cost" option in Nova Scotia that will allow customers to access their loan proceeds through in-store ATMs at no cost to them should they choose to receive their cash at the time of transacting; this option is a requirement for the renewal of Cash Store's payday license in Nova Scotia;
 - (b) Created and implemented a collection incentive program in Manitoba, New Brunswick, Newfoundland, PEI, Yukon and the Northwest Territories (provinces and territories where Cash Store is no longer actively lending) to incentivize employees to continue to collect from customers, resulting in collections which have exceeded expectations in these regions;
 - ~~(c) Developed a client consent form in order to comply with new Canadian Anti-Spam legislation;~~
 - (d) Continued to convert its loan management computer platforms to a newer loan management system;
 - (e) Developed "Performance Improvement Plans" for branches whose profitability requires improvement;
 - (f) Considered and discussed the potential to change head office space to a more affordable location; and
 - (g) Negotiated a reduction in the amount of rent required to be paid in advance for the UK Business.
55. Since swearing the Fourth Aziz Affidavit, I have also:
- (a) Met and participated in in-depth discussions with management of the UK

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Business at Cash Store's UK head office in Manchester and in London regarding the viability of the UK business (as described further above);

- (b) Attended a meeting with the British Columbia regulator, the Monitor and the CCRO on June 20, 2014 to discuss Cash Store's business in British Columbia (meetings with other regulators were discussed in the Fourth Aziz Affidavit);
- (c) Attended further meetings with the Ontario regulator and with Potential Bidders to discuss the potential sale of the business;
- (d) Participated in discussions with the DIP Lenders, the Ad Hoc Committee and their respective advisors concerning the status of the CCAA proceedings, the Sale Process and next steps;
- (e) Continued to work with Rothschild, Houlihan (advisors to the Ad Hoc Committee), and the remaining members of the Cash Store management team to advance the Sale Process (I have not implemented a revised leadership structure and no longer anticipate doing so, as the current management team is working effectively and the Bid Deadline is rapidly approaching);
- (f) Participated in comprehensive discussions regarding Cash Store's business and its cash flows with members of senior management and its financial advisors; and
- (g) Worked closely with the Monitor with respect to all aspects of Cash Store's restructuring under the CCAA.

56. I intend to continue to work with Cash Store management toward the sale of the business in accordance with the milestones set out in the Amended DIP Facility.

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Other Matters

57. On April 8, 2014, Cash Store temporarily laid off approximately 262 associates in Ontario. Effective July 8, 2014, these temporarily laid off associates were permanently laid off by the operation of provincial employment standards. Effective June 2, 2014, approximately 90 associates were temporarily laid off in connection with the cessation of the brokered lending business in the Yukon, the Northwest Territories, Manitoba, PEI, New Brunswick and Newfoundland.

58. In addition to the termination of the employment of certain senior management personnel as described in the Fourth Aziz affidavit, on June 11 and 12, 2014, 16 corporate

employees were terminated as part of the corporate restructuring plan. Additionally, six corporate employees have resigned over the past month.

SWORN BEFORE ME at the City of London, in the United Kingdom this 17th day of July, 2014.




COMMISSIONER FOR TAKING AFFIDAVITS



WILLIAM E. AZIZ

EXHIBIT “D”

**THIS IS EXHIBIT "D" TO THE AFFIDAVIT
OF WILLIAM E. AZIZ SWORN BEFORE ME
ON THIS 8th DAY OF OCTOBER, 2014.**



A commissioner for taking Affidavits

Mary Paterson

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

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

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

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

APPLICANTS

AFFIDAVIT OF WILLIAM E. AZIZ

(Sworn August 6, 2014)

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

Introduction

1. This Affidavit is made in support of a motion by The Cash Store Financial Services, Inc. ("Cash Store Financial") and its affiliated companies The Cash Store Inc., TCS - Cash Store Inc., Instaloans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd. doing business as "The Title Store" (collectively "Cash Store" or the "Applicants") for an Order: (i) approving the amending agreement to the amended and restated debtor-in-possession term sheet (the "Amending Agreement"), substantially in the form attached as

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Exhibit "A" to this affidavit, entered into with Coliseum Capital Partners, LP, Coliseum Capital Partners II, LP and Blackwell Partners, LLC (collectively, "Coliseum"), Alta Fundamental Advisers, LLC, (collectively with Coliseum, the "Initial DIP Lenders") and certain members of the *ad hoc* committee of holders of the Applicants' 11 ½% senior secured notes (the "Ad Hoc Committee") and certain related relief; and (ii) extending the stay of proceedings against the Applicants until September 30, 2014.

2. I am the President of BlueTree Advisors Inc. ("BlueTree"), which has been retained by Cash Store Financial to provide my services as Chief Restructuring Officer ("CRO") to Cash Store. I was retained pursuant to an Engagement Letter dated April 14, 2014, which was subsequently amended by a letter dated July 17, 2014.

3. BlueTree was appointed as CRO of the Applicants pursuant to paragraph 23 of the Amended and Restated Initial Order of Justice Morawetz dated April 15, 2014 (the "Initial Order") made in respect of the Applicants' proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA").

4. As Cash Store's CRO, and in accordance with the Initial Order, I have the authority to direct the operations and management of Cash Store and its restructuring, and Cash Store's officers (including its executive management team) report to me. As such, I have personal knowledge of the matters deposed to herein, except where otherwise stated. I have spoken with certain of the officers, advisors and/or employees of Cash Store as well as the Monitor, as necessary, and where I have relied on information from such discussions, I believe such information to be true.

The Need for Further DIP Financing

5. Upon my appointment as CRO, I consulted with the Monitor and Rothschild Inc. (“Rothschild”) to develop a process to solicit bids for a new Debtor-in-Possession (“DIP”) loan facility. Cash Store subsequently negotiated an amended and restated debtor-in-possession term sheet (the “Amended DIP Facility”) with the Initial DIP Lenders and the Ad Hoc Committee (collectively, the “DIP Lenders”).

6. On May 17, 2014, this Honourable Court approved the Amended DIP Facility. A copy of the Amended and Restated DIP Term Sheet (the “Amended DIP Term Sheet”) without schedules or signature pages is attached as Exhibit “B” to this affidavit.

7. Cash Store has drawn down the full \$6 million of the first tranche of additional funding available under the Amended DIP Facility. Cash Store also exercised the Extension Option (as defined in the Amended DIP Facility), which was accepted and funded by the DIP Lenders and which provided an additional \$2 million of liquidity to Cash Store.

8. Cash Store requires an immediate injection of further DIP financing in order to continue going concern operations and attempt to complete a sale of Cash Store’s business pursuant to the Court-approved Sale Process in an effort to maximize enterprise value for all stakeholders. Based on current cash flow projections, Cash Store will require additional DIP financing by August 12, 2014 in order to pay rent and payroll obligations. I understand that updated cash flow projections will be attached to the Monitor’s Ninth Report to be filed prior to the hearing of this motion.

9. From my review of the current cash flow projections, I believe that the funds provided pursuant to the Amending Agreement (the “Further Amended DIP Facility”) will

provide sufficient liquidity to allow Cash Store to operate as a going concern during the proposed extended Stay Period (defined below). The Further Amended DIP Facility is critical, as it is projected to provide Cash Store with the necessary liquidity to continue to negotiate a sale transaction to achieve a value maximizing going concern outcome. Absent an immediate injection of cash, Cash Store will be unable to meet immediate payroll, rent and other expenses and will be forced to shut down its operations, with a significant loss of employment and disruption to those who rely on its services. Such a shut-down will also likely cause a material impairment of Cash Store's ability to complete a value maximizing transaction pursuant to the Sale Process.

Description of Further Amended DIP Facility

10. Cash Store Financial is the borrower under the Further Amended DIP Facility (as it was under the Amended DIP Facility). The Further Amended DIP Facility is guaranteed by the same entities that guaranteed the Initial DIP Facility and the Amended DIP Facility; however, the UK Companies (defined below) are not party to the Amending Agreement.

11. The Further Amended DIP Facility provides that upon Cash Store's request the DIP Lenders will fund the Second Extension Option (as defined in the Amending Agreement) of \$5 million (the "Second Extension Amount") into Norton Rose Fulbright Canada LLP's trust account (the "Trust Account") to be held for the benefit of the DIP Lenders. DIP Advances (as defined in the Amending Agreement) will only be made to Cash Store from the Trust Account with the authorization of the DIP Lenders in accordance with the following procedure:

- (a) I, in my capacity as CRO, will deliver a written request for funding which will specify the amount requested, supported by a cash flow forecast and such other

information reasonably requested by the DIP Lenders (the “Trust Withdrawal Request”);

- (b) The Trust Withdrawal Request will be limited to the amount Cash Store requires for the two week period immediately following the draw date in order to operate in the ordinary course; and
- (c) A committee comprised of certain of the DIP Lenders (the “Lender Committee”) will consider each Trust Withdrawal Request and may, in its sole and unfettered discretion, consent to such request. Members of the Lender Committee holding more than 51% of the aggregate commitments of all members of the Lender Committee must agree to the Trust Withdrawal Request. Additionally, Coliseum and one of two specific Ad Hoc Committee members on the Lender Committee must agree to any Trust Withdrawal Request in order to approve a DIP Advance.

12. The maturity date of the Further Amended DIP Facility is the same as the maturity date of the Amended DIP Facility.

13. The above mechanism is similar to the previous \$2.0 million Extension Option (as defined in the Amended and Restated Term Sheet) approved by this Honourable Court in its May 17, 2014 Order. Cash Store’s exercise of the Extension Option was also subject to prior approval by the DIP Lenders.

14. Pursuant to the Amending Agreement, Cash Store has agreed to pay the DIP Lenders:

- (a) For all portions of the Second Extension Amount that have been delivered to the Trust Account but that have not yet become the subject of a DIP Advance, interest

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of 2% per year, payable monthly in arrears, all of which is to be capitalised (not paid in cash) and added to the outstanding principal balance of the loan to become due and payable on the maturity date;

- (b) For all portions of the Second Extension Amount that have become the subject of a DIP Advance, interest of 17.5% per year, payable monthly in arrears from and after the date of such DIP Advance, all of which is to be capitalised (not paid in cash) and added to the outstanding principal balance of the loan to become due and payable on the maturity date (such interest rate is the same interest rate charged for the \$8.0 million advanced under the Amended DIP Facility); and
- (c) DIP financing fee of 5% of \$5.0 million (such financing fee is the same as the financing fee charged for the \$8.0 million advanced under the Amended DIP Facility).

15. The Amending Agreement does not seek to alter the DIP Priority Charge granted pursuant to the Initial Order, which secures all post-filing advances from the DIP Lenders. Pursuant to the Order of this Honourable Court dated April 30, 2014 (the "TPL Protection Order"), the Property (as defined in the Initial Order) does not include any new TPL Brokered Loans (as defined in the Initial Order) and proceeds therefrom.

16. It is a condition precedent to the availability of the Further Amended DIP Facility that the order sought to approve the Amending Agreement be in form and substance satisfactory to the DIP Lenders.

17. I have continued to work closely with Cash Store's financial advisors, the Monitor and the financial advisor to the DIP Lenders and the Ad Hoc Committee with respect to

Cash Store's funding needs. The Trust Withdrawal Request and Lender Committee approval provided for in the Further Amended DIP Facility reflects that collaborative approach and will allow for an ongoing dialogue with respect to the short-term funding needs of the Applicants as they attempt to pursue a going concern sale transaction. The flexibility of the method of actual DIP Advances will allow the Applicants to borrow what is actually needed on a periodic basis and will allow the Applicants and the DIP Lenders to react to any changes (either positive or negative) to the cash flows forecasts. In addition, Cash Store will pay a reduced interest rate on any Further Amended DIP Facility amounts that have not yet been drawn.

Update Regarding Wind Up of UK Companies

18. On July 22, 2014, this Honourable Court authorized Cash Store Financial, through me, as CRO, and in consultation with the Monitor, to take all steps necessary with respect to The Cash Store Financial Limited ("Holdco UK") and The Cash Store Limited ("Opco UK") (collectively, the "UK Companies"), to, among other things, make demand for the repayment of amounts owing to it by the UK Companies and to apply to the High Court of Justice, Chancery Division (the "UK Court") to appoint an administrator over Opco UK and a liquidator over Holdco UK.

19. As authorized *nunc pro tunc* by the July 22, 2014 Order, I executed a witness statement in support of the UK Court application to appoint an administrator over Opco UK. The administration application was issued on July 21, 2014. A copy of the administration application, which includes the executed witness statement, is attached as Exhibit "C" to this affidavit.

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20. On August 1, 2014, the UK Court appointed two representatives of an affiliate of the Monitor, FTI Consulting LLP (“FTI UK”) to act as administrator over Opco UK. A copy of the administration order is attached as Exhibit “D” to this affidavit. FTI UK is now in the process of overseeing the administration of Opco UK. I will provide further information with respect to the proposed liquidation of Holdco UK in subsequent affidavits.

Update Regarding Sale Process

21. As outlined in my affidavit sworn July 17, 2014 (“the Fifth Aziz Affidavit”), which is attached to this affidavit without exhibits as Exhibit “E”, I continue to work closely with Rothschild and the Monitor to advance the Sale Process which was approved by Order of this Honourable Court, dated June 16, 2014.

22. The Sale Process approved pursuant to the June 16, 2014 Order provides that in order for a bid to be considered a Qualified Bid (as defined in the Sale Process), it must satisfy certain conditions and be submitted by July 11, 2014 (the “Bid Deadline”). In accordance with the Sale Process, I subsequently extended the Bid Deadline to July 21, 2014, in consultation with Rothschild and Houlihan Lokey Capital Inc. (“Houlihan”), and with the consent of the Monitor.

23. On July 21, 2014, Cash Store received a number of bids. In accordance with the Sale Process, I am reviewing the bids with Rothschild and the Monitor, in consultation with Houlihan. Rothschild and I have had discussions with certain of the bidders to clarify aspects of their bids in order to identify the bid that is most advantageous to Cash Store and its stakeholders. I have also discussed the bids with the DIP Lenders, the Ad Hoc Committee and their advisors. Cash Store is continuing to work and negotiate with certain of the bidders in

order to complete an agreement for a sale transaction to bring to this Honourable Court for approval. It is currently anticipated that the Applicants will be seeking further relief from this Honourable Court with respect to a proposed sale transaction during the proposed extended Stay Period.

Update Regarding B.C. Trust Funds

24. On May 16, 2014, Cassels Brock & Blackwell LLP (“Cassels Brock”) made a motion before this Honourable Court requesting direction as to the payment of certain funds held in trust by Cassels Brock in the name of Cash Store Financial. The vast majority (\$1,078,328.00) of these funds were amounts held in trust for the purpose of satisfying a Compliance Order (as defined in the Beitchman Affidavit, sworn May 15, 2014) issued in British Columbia by CPBC and affirmed in Judicial Review by the British Columbia Supreme Court in January 2014.

25. On May 16, 2014, this Honourable Court ordered that the amount of \$1,078,328.00, held in trust by Cassels Brock, be paid to a trust account to be opened by Cash Store Financial, in its capacity as Trustee of the Compliance Order Trust (as defined in the Beitchman Affidavit), and approved by CPBC in accordance with the Compliance Order and Supplemental Compliance Order (as defined in the Beitchman Affidavit).

26. CPBC subsequently removed Cash Store Financial as Trustee of the Compliance Order Trust and appointed itself as the new trustee. CPBC will administer the distribution of the trust funds going forward in accordance with the Compliance Order.

27. On July 22, 2014, this Honourable Court modified the May 16, 2014 Order to allow the amount of \$1,078,328.00, held in trust by Cassels Brock to be paid to Fasken

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Martineau DuMoulin LLP, in trust, to be held for the benefit of CPBC, as Trustee, until CPBC establishes bank accounts to carry out the refund process.

28. Subsequent to issuance of the July 22, 2014 Order, the \$1,078,328.00 in funds have been transferred from Cassels Brock to Fasken Martineau DuMoulin LLP, in trust.

Stay Extension

29. The Applicants were granted protection from their creditors under the CCAA pursuant to the Initial Order. The Initial Order granted, *inter alia*, a stay of proceedings until May 14, 2014, or such later date as this Honourable Court may order (the "Stay Period").

30. On May 13, 2014, the Stay Period was extended until May 16, 2014 and was subsequently extended until May 19, 2014. On May 17, 2014, this Honourable Court extended the Stay Period until and including June 17, 2014, or such later date as this Honourable Court may order. On June 16, 2014, this Honourable Court extended the Stay Period until and including August 15, 2014, or such later date as this Honourable Court may order.

31. The Applicants have been proceeding in good faith and with due diligence to effect a restructuring under the CCAA, and in particular a going concern sale transaction. In addition to the activities outlined above and in the Fifth Aziz Affidavit (which activities are incorporated herein by reference), I have, among other things:

- (a) Continued to communicate with various provincial payday loan regulators (including overseeing the successful renewal of Cash Store's Nova Scotia payday lending license);

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- (b) Continued to work with senior management with respect to the business operations of Cash Store;
- (c) Held discussions (directly or through Rothschild) with several bidders to discuss and clarify their bids (as described above);
- (d) Participated in negotiations of the Further Amended DIP Facility (as described above);
- (e) Participated in discussions with FTI UK regarding the administration of Opco UK; and
- (f) Worked closely with the Monitor with respect to all aspects of Cash Store's restructuring under the CCAA.

32. It is my belief that it is appropriate to extend the Stay Period to September 30, 2014 and that the Applicants have acted and continue to act in good faith and with due diligence in these CCAA proceedings. Should the Further Amended DIP Facility be approved by this Honourable Court and DIP Advances are provided to Cash Store by the DIP Lenders pursuant to the Amending Agreement, it is forecast that the Applicants will have sufficient liquidity to continue operations during the proposed extended Stay Period.

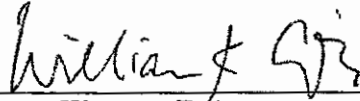
33. Extending the Stay Period will allow the Applicants to continue to work in consultation with the Monitor toward the sale of their business with the objective of obtaining the best possible result for the benefit of all stakeholders. It is my understanding that the extension of the Stay Period to September 30, 2014 is supported by the DIP Lenders, the Ad Hoc Committee and the Monitor.

SWORN BEFORE ME at the Town of ^{Bayville},
in the Province of Ontario this 6th day of
August, 2014.



COMMISSIONER FOR TAKING AFFIDAVITS

Joshua Hurwitz



WILLIAM E. AZIZ

EXHIBIT “E”

**THIS IS EXHIBIT "E" TO THE AFFIDAVIT
OF WILLIAM E. AZIZ SWORN BEFORE ME
ON THIS 8th DAY OF OCTOBER, 2014.**



A commissioner for taking Affidavits

Mary Paterson

ASSET PURCHASE AGREEMENT
AMONG
THE CASH STORE FINANCIAL SERVICES INC.
– and –
THE OTHER ENTITIES IDENTIFIED HEREIN AS VENDORS
– and –
NATIONAL MONEY MART COMPANY
MADE AS OF OCTOBER 8, 2014

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THIS ASSET PURCHASE AGREEMENT is made as of October 8, 2014

BETWEEN:

NATIONAL MONEY MART COMPANY, a corporation governed by the laws of Nova Scotia,

(the "**Purchaser**")

- and -

THE CASH STORE FINANCIAL SERVICES INC., a corporation governed by the laws of Ontario ("**CSF**")

- and -

Each of the subsidiaries of CSF listed in Schedule A hereto

(together with CSF and each individually, the "**Vendor**").

RECITALS:

- A. On April 14, 2014 the Vendor obtained protection from creditors and certain other relief pursuant to an initial order (the "**Initial Order**") made by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") (the proceedings thereunder hereinafter referred to as the "**CCAA Proceedings**").
- B. Pursuant to the Initial Order, the Court appointed FTI Consulting Canada Inc. as "Monitor" (the "**Monitor**") in connection with the CCAA Proceedings.
- C. On June 16, 2014, the Court approved, among other things, a Sale Process (the "**Sale Process**"), the purpose of which was to seek sale proposals from qualified bidders and to implement one or a combination of such proposals in respect of the Purchased Assets, the Business and/or the Vendor.
- D. The Vendor has agreed to transfer to the Purchaser, and the Purchaser has agreed to purchase and assume, including, to the extent applicable, pursuant to the Approval and Vesting Order, the Purchased Assets and the Assumed Liabilities from the Vendor, upon the terms and conditions set forth herein.
- E. In accordance with the Sale Process, the Purchaser has delivered to the Monitor a deposit in the amount of \$ [REDACTED] (the "**Deposit**").

THEREFORE, in consideration of the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

Whenever used in this Agreement the following words and terms shall have the meanings set out below:

“Accounting Firm” has the meaning given in Section 3.5(a)(iv);

“Accounts Payable” means amounts in respect of the Business relating to the Purchased Assets owing to any Person as of the Closing Time, which were incurred after the effective time of the Initial Order in connection with the purchase of goods or services in the ordinary course of business (excluding professional fees relating to the restructuring) and in accordance with the terms of this Agreement, based solely on the categories of goods and services set out in Schedule 1.1(a);

“Accounts Receivable” means, with respect to the Business conducted in the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick and Nova Scotia and Prince Edward Island, (i) any and all accounts receivable, bills receivable, trade accounts and book debts relating to the Business (including overdue accounts receivable), recorded as receivable in the Books and Records and other amounts due or deemed to be due to the Vendor relating to the Business, including refunds and rebates receivable relating to the Business or the Purchased Assets and including the Consumer Loan Receivables; (ii) the full benefit of all security and guarantees for such accounts or rights to payment; and (iii) any and all claims, remedies or other rights relating to any of the foregoing, together with any interest or unpaid financing charges accrued thereon, in each case that have not been satisfied or discharged prior to the Closing Date and, in each case, excluding claims of the Vendor against DirectCash;

“Accrued Liabilities” means liabilities in respect of the Business relating to the Purchased Assets incurred from the effective time of the Initial Order to the Closing Time in connection with the purchase of goods or services in the ordinary course of business but which are not yet due and payable as of the Closing Time (excluding reserves, contingent amounts and any professional fees relating to the restructuring) based solely on the categories of goods and services set out in Schedule 1.1(a), which with the passage of time, would be Accounts Payable due in the ordinary course of business;

“Acquired Locations” means the leased locations set forth on Schedule 1.1(b), at which the Vendor conducts the Business;

“Acquired Locations AR Purchase Amount” has the meaning given in Section 3.1(b);

“Affiliate” has the meaning given in the *Business Corporations Act* (Ontario);

“Agreement” means this Asset Purchase Agreement, including all schedules, and all amendments or restatements, as permitted, and references to **“Article”** or **“Section”** mean the specified Article or Section of this Agreement;

“Approval and Vesting Order” means the order of the Court in form and substance satisfactory to the Purchaser (in its sole and absolute discretion) authorizing the Vendor to enter into this Agreement and providing for the vesting in the Purchaser absolute title free and clear of all Encumbrances (other than the Permitted Encumbrances and Assumed Liabilities) to the Purchased Assets;

“AR Purchase Amount” has the meaning given in Section 3.1(c);

“Asset Allocation Schedule” has the meaning given in Section 3.2;

“Assigned Contracts” means, subject to Section 2.5 and the payment by the Purchaser of any arrears or other Cure Costs owing in respect of such Contracts, all Contracts set forth in Schedule 1.1(c);

“Assumed Liabilities” means

- (a) All Accounts Payable set forth on the Final Closing Statement (or the schedules attached thereto);
- (b) All Accrued Liabilities set forth on the Final Closing Statement (or the schedules attached thereto);
- (c) All liabilities arising from or in connection with the performance of the Assigned Contracts (or breach thereof), including any Cure Costs as provided in Schedule 4.7;
- (d) All liabilities related to or arising from any of the following: (i) the Purchaser’s employment or post-closing termination of employment of the Transferred Employees; (ii) the terms of any offer of employment to any Employee who is provided an offer pursuant to the terms of Section 9.9; and (iii) all liabilities for wages, severance pay, termination pay, notice of termination of employment or pay in lieu of such notice, damages for wrongful dismissal or other employee benefits or Claims, including vacation pay, in respect of the Transferred Employees provided, however, that wages, salaries, accrued vacation pay and bonuses owed to Transferred Employees for work performed prior to the Closing shall be the sole responsibility of the Vendor; and
- (e) All liabilities for any Tax that the Purchaser is required to bear pursuant to Section 9.10.

“Bankruptcy Laws” means the CCAA, the *Bankruptcy and Insolvency Act* and any other applicable bankruptcy, insolvency, administration or similar laws to which the Vendor is or becomes subject;

“Benefit Plan” means any employee benefit plan or any deferred compensation, bonus, pension, retirement, profit sharing, savings, incentive compensation, stock purchase, stock option or other equity or equity-based compensation, disability, death benefit, hospitalization, medical, dental, life, severance, vacation, sick leave, fringe benefit, or welfare plan, program, policy, practice or arrangement, or any employment, retention,

consulting, change in control, termination or severance plan, program, policy, practice, arrangement or agreement sponsored, maintained or contributed to, or required to be maintained or contributed to, by the Vendor for the benefit of any present or former officer, employee or director, retiree or spouse, dependent or other beneficiary of the Vendor;

“Books and Records” means books and records of the Vendor relating to the Business or the Purchased Assets, including financial, corporate, operations and sales books, records, books of account, sales and purchase records, lists of suppliers and customers, formulae, business reports, plans and projections and all other documents, surveys, plans, files, records, assessments, correspondence, and other data and information, financial or otherwise including all data, information and databases stored on computer-related or other electronic media;

“Business” means the business of the Vendor of providing payday loans, other short-term advances and other financial services to consumers, including the provision of services relating to bank accounts, prepaid credit and debit cards, cheque cashing, money transfers, payment insurance and prepaid phone cards;

“Business Day” means any day, other than a Saturday or Sunday, on which the Canadian Imperial Bank of Commerce in Toronto is open for commercial banking business during normal banking hours;

“CCAA” has the meaning given in the recitals;

“CCAA Proceedings” has the meaning given in the recitals;

“Chief Restructuring Officer” means BlueTree Advisors Inc.;

“Claims” means any and all claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, informations or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, including loss of value, reasonable professional fees, including fees and disbursements of legal counsel on a partial indemnity basis, and all actual and documented costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

“Closing” means the completion of the sale to and purchase by the Purchaser of the Purchased Assets under this Agreement;

“Closing Date” means the date that is two (2) Business Days from the date on which all conditions to the purchase and sale of the Assets set out in **Article 7**, **Article 8** or **Article 9**, respectively, (other than those conditions that by their nature can only be satisfied on the Closing Date) have been satisfied or waived, or such other date as may be agreed to in writing by each of the Vendor and the Purchaser, provided that if there is a Timing Commitment in place the Closing Date means the date that is (2) Business Days from the date on which the Timing Commitment expires;

“Closing Time” means 10 o’clock a.m. Toronto time, on the Closing Date or such other time on such date as the Parties may agree in writing as the time at which the Closing shall take place;

“Collective Bargaining Agreement” means any Contract or other binding agreement or arrangement (written or oral) with any labour union or organization, works council or other similar employee representative;

“Commissioner” means the Commissioner of Competition appointed under the *Competition Act* or his staff;

“Competition Act” means the *Competition Act* (Canada);

“Competition Act Approval” means:

- (a) the Commissioner shall have issued an advance ruling certificate under section 102 of the *Competition Act* in respect of the transactions contemplated by this Agreement; or
- (b) the waiting period under section 123 of the *Competition Act* in respect of the transactions contemplated by this Agreement shall have expired or been terminated or the obligation to provide a pre-merger notification in accordance with Part IX of the *Competition Act* shall have been waived in accordance with paragraph 113(c) of the *Competition Act* and (i) there shall be no pending application or proceeding before the Competition Tribunal seeking a preliminary or permanent injunction to restrain, enjoin, prohibit or otherwise make illegal the consummation of the transactions contemplated by this Agreement, and (ii) no such preliminary or permanent injunction shall have been issued by the Competition Tribunal and be in effect;

“Confidentiality Agreement” has the meaning given in **Section 9.6**;

“Consumer Loan Receivables” means, with respect to the Business conducted in the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick and Nova Scotia and Prince Edward Island, (a) any and all receivables (including overdue receivables) due to any Vendor in respect of any payday loans, lines of credit or other loans made by such Vendor or purchased or acquired by or assigned to such Vendor, including any fees or other amounts owing in respect thereof, and (b) the ownership rights (if any) of the Vendor in and to any receivables (including overdue receivables) owing in respect of Third Party Loans; provided, however, that with respect to the receivables described in subsection (b), the Parties acknowledge and agree that (x) the Vendor is making no representations or warranties herein with respect to any ownership interests that it might have with respect to such receivables, (y) the delivery of title to such receivables is not a closing condition hereunder, and (z) such receivables shall not be considered in connection with the calculation of the AR Purchase Amount;

“Contracts” means contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which the Vendor is a party or by which the Vendor is bound or under

which the Vendor has, or will have, any liability or contingent liability relating to the Business or the Purchased Assets (in each case, whether written or oral, express or implied), and includes quotations, orders, proposals or tenders which remain open for acceptance and warranties and guarantees;

“Court” has the meaning given in the recitals;

“Cure Costs” means (a) all amounts that must be paid and all obligations that otherwise must be satisfied in connection with the assignment of the Assigned Contracts (including the Real Property Leases for the Acquired Locations) to the Purchaser as provided herein, and (b) all rent and other past due amounts owed by the Vendor with respect to the occupancy of any Acquired Locations that are not subject to valid, enforceable and fully executed Real Property Leases;

“Customer Lists” means all lists of customers not including the customer lists related solely to the Excluded AR Locations but including any and all lists of customers related to any receivables owing in respect of Third Party Loans (other than any such lists of customers related solely to the Excluded AR Locations) irrespective that such receivables may not be purchased or acquired by or assigned hereunder;

“Data Room” has the meaning given in Section 4.6(a);

“Deposit” has the meaning given in the recitals;

“DirectCash” means collectively, DirectCash Payments Inc., DirectCash Bank, DirectCash ATM Processing Partnership, DirectCash ATM Management Partnership, DirectCash Limited Partnership, DirectCash Management Inc., DirectCash Acquisition Corp. and any of their Affiliates;

“Employee Costs” means notice of termination, termination pay, severance pay and all other costs, liabilities and obligations including entitlement to benefit coverage, stock options or incentive compensation whether due under contract, statute, common law or otherwise relating to the Employees who are not offered employment by the Purchaser or who do not accept employment with the Purchaser;

“Employees” means individuals employed or retained by the Vendor, on a full-time, part-time or temporary basis, relating to the Business, including those employees of the Business on disability leave, parental leave or other absence;

“Encumbrances” means pledges, liens (statutory or otherwise), charges, security interests, leases, licenses, conditional sale or title retention agreements, rights of first refusal, Taxes, mortgages, deeds, options, Claims (including any Claim based on any theory that Purchaser is a successor or continuation of the Vendor or the Business), indebtedness, rights of setoff, obligations, or encumbrances of any kind or character whatsoever, including any and all Court ordered charges granted in the CCAA Proceedings, whether secured or unsecured, choate or inchoate, file or unfiled, scheduled or unscheduled, noticed or unnoticed, record or unrecorded, contingent or non-contingent, material or non-material, known or unknown;

“Environmental Laws” means all Laws as in effect on the Closing Date relating to pollution, Hazardous Materials or protection of the environment or human health (to the extent related to environmental exposure to Hazardous Materials);

“Equipment Contracts” means motor vehicle leases, ATM leases, equipment leases, conditional sales contracts, title retention agreements and other similar agreements binding upon the Vendor relating to equipment and vehicles used by the Vendor relating to the Business;

“Excluded AR Locations” means the Non-Acquired Locations set forth on Schedule 1.1(d), with respect to which the Purchaser shall not acquire the Accounts Receivable associated therewith;

“Excluded Assets” means:

- (a) cash, bank balances, moneys in possession of banks, the Monitor and other depositories, term or time deposits and similar cash items of, owned or held by or for the account of the Vendor, including any cash held in respect of the Third Party Loans as of the Closing Time pursuant to an Order, except for such items which are part of Prepaid Expenses and Deposits;
- (b) marketable shares, notes, bonds, debentures or other securities of or issued by corporations or other Persons and not relating to the Business and certificates or other evidences of ownership thereof owned or held by or for the account of the Vendor;
- (c) corporate, financial and taxation records of the Vendor and records of the Vendor that do not relate exclusively or primarily to the Business;
- (d) extra-provincial, sales, excise or other licences or registrations issued to or held by the Vendor, whether relating to the Business or otherwise to the extent not transferable;
- (e) any known or unknown Claims any Vendor may have against any Person other than a Claim for Accounts Receivable;
- (f) refunds in respect of reassessments for Taxes relating to the Business or Purchased Assets for the period prior to the Closing;
- (g) refundable Taxes;
- (h) amounts owing from any Affiliate of the Vendor or any director, officer, former director or officer, shareholder or employee of the Vendor or its Affiliates;
- (i) insurance policies (including director and officer insurance policies) and the right to receive insurance recoveries under such policies;
- (j) Accounts Receivable and customer lists related solely to the Excluded AR Locations;

- (k) Contracts relating to the foregoing; and
- (l) Excluded Contracts;

“Excluded Contracts” means any Contracts that are not assignable as described in Section 2.5 (other than Assigned Contracts) any Contracts that are not listed in Schedule 1.1(c) and any Contracts disclaimed or rejected by any Vendor with the consent of the Purchaser in accordance with applicable Bankruptcy Laws.

“Final Closing Statement” has the meaning given in Section 3.5(b)(i);

“Final Closing Statement Amount” has the meaning given in 3.5(b)(i)(A);

“Goodwill” means the goodwill of the Business and relating to the Purchased Assets, and information and documents relevant thereto including Customer Lists and suppliers, credit information, telephone and facsimile numbers, business forms, research materials, research and development files and the exclusive right of the Purchaser to represent itself as carrying on the Business in succession to the Vendor and to all rights in respect of the names “Cash Store” and “Instaloans” and any variations of such names;

“Governmental Authorities” means governments, regulatory authorities, governmental departments, agencies, agents, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law or regulation-making organizations or entities:

- (a) 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
- (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

“Governmental Authorizations” means authorizations, approvals, licences or permits issued to the Vendor relating to the Business or any of the Purchased Assets by or from any Governmental Authority;

“Information Technology” means computer hardware, software in source code and object code form (including documentation, interfaces and development tools), websites for the Business, databases, telecommunications equipment and facilities and other information technology systems owned, used or held by the Vendor for use in or relating to the Business;

“Initial Closing Statement” has the meaning given in Section 3.5(a)(i);

“Initial Order” has the meaning given in the recitals;

“Intellectual Property” means intellectual property rights, whether registered or not, owned, used or held by the Vendor for use in or relating to the Business, including all of the following in any jurisdiction throughout the world: (a) patents, patent applications and patent disclosures, together with all reissues, continuations, continuations in part,

revisions, divisionals, extensions and re-examinations thereof, (b) trademarks, service marks, designs, trade dress, logos, slogans, trade names, internet domain names, URLs, corporate names, all applications, registrations and renewals in connection therewith, together with all goodwill associated with any of the foregoing, (c) copyrights and copyrightable works, and all applications, registrations and renewals in connection therewith, (d) trade secrets and confidential business information (including ideas, research and development, know how, technical data, customer and supplier lists, designs, drawings, plans and specifications), (e) computer software (including source code, executable code, data, databases and related documentation), websites and telephone numbers, and (f) copies and tangible embodiments of any of the foregoing in whatever form or medium;

“**Laws**” means currently existing applicable statutes, by-laws, rules, regulations, Orders, ordinances or judgments, in each case of any Governmental Authority having the force of law;

“**Leased Real Property**” means lands and/or premises which are used by the Vendor relating to the Business which are leased, subleased, licensed or otherwise occupied by the Vendor that are listed in Schedule 1.1(e) and the interest of the Vendor in plants, buildings, structures, fixtures, erections, improvements, easements, rights of way, spur tracks and other appurtenances situate on or forming part of such premises;

“**Material Adverse Effect**” means any change, effect or circumstance arising after the date of this Agreement that is materially adverse to the financial condition or results of operations of the Business in respect of the Purchased Assets taken as a whole; but shall exclude any Material Adverse Effect arising out of: (i) a decline in the number or value of loans made by any Vendor; (ii) an increase in the amount of Accounts Receivable that are more than ninety (90) days past due; (iii) any adverse change, effect or circumstance relating generally to financial markets or general economic conditions; (iv) any adverse change, effect or circumstance relating to conditions generally affecting the industry in which the Business operates, and not affecting the Business in a materially disproportionate manner; (v) war, act of terrorism, civil unrest or similar event; (vi) any generally applicable change in Laws or interpretation thereof; (vii) any adverse change, effect or circumstance resulting from an action required or permitted by this Agreement; (viii) any adverse change, effect or circumstance caused by the announcement or pendency of this Agreement or the transactions contemplated by this Agreement; (ix) in respect of those matters disclosed in the affidavit of Steven Carlstrom dated April 14, 2014, including in respect of any Vendor’s payday loan lender’s or broker’s licence in Ontario under the *Payday Loans Act*, 2008 (Ontario) and its payday loan lender’s or broker’s license in Manitoba under the *Consumer Protection Act* (Manitoba); (x) in respect of regulatory matters in Manitoba relating to the Consumer Protection Act (Manitoba), regulatory matters in Nova Scotia relating to section 18HD of the *Consumer Protection Act* (Nova Scotia) and in respect of the suspension of the Vendor’s brokered business; (xi) a finding or ruling in any Order that holds or otherwise determines that any of the Vendor’s third party lenders are the rightful owners of any loans that such lenders have alleged were brokered on their behalf by the Vendor; or (xii) the pendency of the CCAA Proceedings; provided, however, that, during the period that begins on the date of this Agreement and ends on the day that is four (4) months after the date of this

Agreement, a decrease by more than ■■■ in the value or amount of Accounts Receivable related to the Acquired Locations that are not more than 30 days past due (as compared to the value and amount of such Accounts Receivable as of the date of the Agreement) shall constitute a Material Adverse Effect, and, during the period that begins on the day that is one day after the day that is four (4) months after the date of this Agreement (the “**Extended Period Date**”), a Material Adverse Effect shall not occur unless the decrease in the value or amount of Accounts Receivable related to the Acquired Locations that are not more than 30 days past due (as compared to the value and amount of such Accounts Receivable as of the date of the Agreement) is greater than ■■■ plus an additional ■■■ per month for each month that begins on or after the Extended Period Date;

“**Material Contracts**” means the Contracts that are listed in Schedule 1.1(f): (i) to which any Vendor is a party or is bound; (ii) which is material to, or necessary in, the operation of the business of any Vendor; and (iii) which a Vendor cannot promptly replace by an alternative and comparable contract with comparable commercial terms;

“**Monitor**” has the meaning given in the recitals;

“**Monitor’s Certificate**” means a certificate signed by the Monitor and confirming that (i) the Purchaser has paid, and the Monitor has received payment of, the Purchase Price in relation to the purchase by the Purchaser of the Purchased Assets; and (ii) the conditions to be complied with at or prior to the Closing Time as set out in **Article 7**, **Article 8** or **Article 9**, respectively, have been satisfied or waived by the Vendor or the Purchaser, as applicable;

“**NCC**” has the meaning given in Section 3.1(b).

“**Non-Acquired Locations**” means all of the Vendor’s locations that are not Acquired Locations, at which the Vendor conducts the Business;

“**Non-Acquired Locations AR Purchase Amount**” has the meaning given in Section 3.1(c);

“**Non-Assignable Rights**” has the meaning given in Section 2.5;

“**Notice**” has the meaning given in Section 11.6;

“**Orders**” means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator and includes any orders in the CCAA Proceedings;

“**Outside Date**” has the meaning given in Section 10.1(b);

“**Parties**” means the Vendor and the Purchaser collectively, and “**Party**” means any one of them;

“**PE&D Purchase Amount**” has the meaning given in Section 3.1(d);

“**Permitted Encumbrances**” means

- (a) Inchoate statutory liens for Taxes, assessments, governmental or utility charges or levies not due as at the Closing Date;
- (b) Rights of equipment lessors under Equipment Contracts that are Assigned Contracts;
- (c) Any privilege in favour of any lessor, licensor or permitter for rent to become due or for other obligations or acts, the performance of which is required under any Assigned Contract; and
- (d) All Encumbrances affecting a landlord's freehold interest in any Leased Real Property that is subject to a Real Property Lease that is an Assigned Contract;

"Person" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;

"Personal Information" means information in the possession or under the control of the Vendor about an identifiable individual;

"Prepaid Expenses and Deposits" means (a) the unused portion of amounts prepaid by or on behalf of the Vendor with respect to any Assigned Contracts acquired by the Purchaser at the Closing (including Real Property Leases for the Acquired Locations), and (b) the prepaid inventory and prepaid taxes of the kind and nature (and in the amounts) set forth on Schedule 1.1(g) acquired by the Purchaser at the Closing;

"Prime Rate" on any day means the rate quoted or published by Canadian Imperial Bank of Commerce or any successor thereto at 12:00 p.m. (Toronto time) on that day (or, if that day is not a Business Day, on the preceding Business Day) as its reference rate of interest for Canadian dollar commercial loans made in Canada;

"Proceeding" means any Claim, action, arbitration, audit, known investigation (including a notice of preliminary investigation or formal investigation), notice of violation, hearing, litigation or suit (whether civil, criminal or administrative), other than the CCAA Proceedings, commenced, brought, conducted or heard by or before any Governmental Authority or arbitrator;

"Process Agent" has the meaning given in Section 9.16(c);

"Proposed Final Closing Statement" has the meaning given in Section 3.5(a)(iii);

"Purchase Price" has the meaning given in Section 3.1;

"Purchased Assets" means the following properties, assets and rights:

- (a) the Accounts Receivable, including all Accounts Receivable associated with the Non-Acquired Locations (other than the Excluded AR Locations) and the receivables relating to the Third Party Loans (other than such receivables relating

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solely to the Excluded AR Locations), provided, however, that with respect to the receivables relating to the Third Party Loans, the Parties acknowledge and agree that (x) the Vendor is making no representations or warranties herein with respect to any ownership interests that it might have with respect to such receivables, and (y) the delivery of title to such receivables is not a closing condition hereunder;

- (b) the Books and Records;
- (c) the Customer Lists;
- (d) all rights of the Vendor under the Assigned Contracts;
- (e) the Goodwill;
- (f) the Governmental Authorizations, except to the extent not transferable;
- (g) the Prepaid Expenses and Deposits;
- (h) the Tangible Personal Property;
- (i) subject to Section 2.5, the Technology; and
- (j) all other rights, properties and assets of the Vendor used in or held by the Vendor or its Affiliates for use in or relating to the Business conducted at the Acquired Locations of whatsoever nature or kind and wherever situated;

other than the Excluded Assets;

“Purchaser” has the meaning given in the recitals;

“Real Property Leases” means those leases and subleases pursuant to which the Vendor uses or occupies the Leased Real Property;

“Sale Process” has the meaning given in the recitals;

“SIR” has the meaning given in Section 9.7(c)(iii);

“Tangible Personal Property” means machinery, equipment, furniture, furnishings, office equipment, computer hardware, supplies, materials, vehicles, material handling equipment and tangible assets (other than Leased Real Property) owned or used or held by the Vendor for use in or relating to the Business conducted at the Acquired Locations;

“Tax Returns” means returns, reports, declarations, elections, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required to be made, prepared or filed by Law in respect of Taxes;

“Taxes” means taxes, duties, fees, premiums, assessments, imposts, levies and other similar charges imposed by any Governmental Authority under applicable Law, including

all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, 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, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada and other government pension plan premiums or contributions;

“Technical Information” means know-how and related technical knowledge owned, used or held by the Vendor for use in or relating to the Business;

“Technology” means all Intellectual Property, Technical Information and Information Technology, including all such items that are listed in Schedule 1.1(h);

“Third Party Loans” means all payday loans, lines of credit or other loans brokered by any Vendor for a third party (or any such loans, lines of credit or other loans that any third party has claimed were brokered on its behalf);

“Timing Commitment” has the meaning given in Section 9.7(c)(iv);

“TPL Purchase Amount” has the meaning given in Section 3.1(d);

“Transaction Orders” has the meaning given in Section 4.3;

“Transferred Employees” means Employees who accept the Purchaser’s offer of employment made pursuant to Section 9.9(a);

“Transition Services” has the meaning given in Section 7.7;

“Transition Services Agreement” has the meaning given in Section 7.7;

“Vendor” has the meaning given in the recitals.

1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Currency** – Unless otherwise specified, all references to money amounts are to lawful currency of Canada.
- (b) **Governing Law** – This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
- (c) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.

- (d) **Including** – Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (e) **No Strict Construction** – The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (f) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (g) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other Parties or circumstances.
- (h) **Statutory references** – A reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.
- (i) **Time** – Time is of the essence in the performance of the Parties’ respective obligations.
- (j) **Time Periods** – 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 Business Day following if the last day of the period is not a Business Day.

1.3 Knowledge

Any reference to the knowledge of any Party means, in the case of the knowledge of the Vendor, the knowledge of the Chief Restructuring Officer of the Vendor (as further detailed in Section 11.2, after making reasonable inquiries of Craig Warnock (Chief Financial Officer), Steve Carlstrom (Vice President: Financial Reporting), Katrina Bonnycastle (Vice President: Operations) and Armin Pyde (Vice President: Human Resources), and, in the case of the Purchaser, means knowledge of Chris Fregren, Jeff Wheatley and Roy Best.

1.4 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or

otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, whether statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement and the Purchaser shall acquire the Business and the Purchased Assets as is and where is subject to the benefit of the representations and warranties in this Agreement. This Agreement constitutes the complete and exclusive statement of its terms. Any cost estimates, projections or other predictions contained or referred to in any other material that has been provided to the Purchaser or any of its Affiliates, agents or representatives (including any due diligence presentations or documents, and in particular any descriptive memorandum transmitted to the Purchaser relating to the sale of the Purchased Assets, and any supplements or addenda thereto) are not and shall not be deemed to be representations or warranties of any of the Vendor, the Chief Restructuring Officer, the Monitor, any of their Affiliates or any partner, employee, officer, director, accountant, agent, financial, legal or other representative of any of the Vendor, the Chief Restructuring Officer, the Monitor or any of their Affiliates.

1.5 Schedules

The schedules to this Agreement, listed below, are an integral part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule A	List of Vendors and jurisdiction of incorporation
Schedule 1.1(a)	Accounts Payable & Accrued Liabilities
Schedule 1.1(b)	Acquired Locations
Schedule 1.1(c)	Assigned Contracts
Schedule 1.1(d)	Excluded AR Locations
Schedule 1.1(e)	Leased Real Property
Schedule 1.1(f)	Material Contracts
Schedule 1.1(g)	Prepaid Expenses and Deposits
Schedule 1.1(h)	Technology
Schedule 2.5(a)	Governmental Authorizations
Schedule 4.4	Vendor GST Registration Numbers
Schedule 4.7	Cure Costs
Schedule 4.8	Proceedings
Schedule 4.9	Benefit Plans and Employees
Schedule 5.7	Purchaser's Knowledge

ARTICLE 2 PURCHASE AND SALE

2.1 Action by Vendor and Purchaser

Subject to the provisions of this Agreement, at the Closing Time:

- (a) **Purchase and Sale of Purchased Assets** – the Vendor shall sell and the Purchaser shall purchase the Purchased Assets free and clear of all Encumbrances (other than the Permitted Encumbrances and Assumed Liabilities);
- (b) **Payment of Purchase Price** – the Purchaser shall pay the Purchase Price to the Monitor;
- (c) **Assumption of Assumed Liabilities** – the Purchaser shall assume the Assumed Liabilities;
- (d) **Transfer and Delivery of Purchased Assets** – the Vendor shall execute and deliver to the Purchaser all such bills of sale, assignments, instruments of transfer, deeds, assurances, consents and other documents as shall be necessary or desirable to effectively transfer to the Purchaser sole and exclusive title to the Purchased Assets; the Vendor shall deliver up to the Purchaser sole and exclusive possession of the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances and Assumed Liabilities); and
- (e) **Other Documents** – the Vendor and Purchaser shall deliver such other documents as may be necessary or desirable to complete the transactions provided for in this Agreement, including mutually satisfactory joint notice letters to each account debtor for the Accounts Receivable informing such account debtor that the Purchaser has acquired the Account Receivable owed by such debtor and setting forth new payment instructions with respect thereto.

2.2 Delivery of the Monitor's Certificate

When the conditions set out in **Article 7**, **Article 8** or **Article 9**, as applicable, have been satisfied or waived, the Purchaser and Vendor will each deliver to the Monitor written confirmation of same, following which the Monitor will deliver an executed copy of the Monitor's Certificate to the Purchaser's counsel in escrow upon the sole condition of receipt by the Monitor of the amounts referred to in Section 3.1 that is required to be paid at the Closing Time. Following written confirmation of receipt by the Monitor of such funds, the Monitor's Certificate will be released from escrow to the Purchaser. Upon such delivery, the Closing Time will be deemed to have occurred. The Monitor will file a copy of the Monitor's Certificate with the Court and provide evidence of such filing to the Purchaser.

2.3 Place of Closing

The Closing shall take place at the Closing Time at the offices of Osler, Hoskin & Harcourt located at Suite 6300, First Canadian Place, Toronto, Ontario, or at such other place as may be agreed upon by the Vendor and the Purchaser.

2.4 No Assumption of Liabilities

Except for the Assumed Liabilities, the Purchaser shall not assume and shall not be responsible for any of the liabilities or Claims of the Vendor, whether present or future, known or unknown, absolute or contingent and whether or not relating to the Business.

2.5 Non-Assignable Rights

Nothing in this Agreement shall be construed as an assignment of, or an attempt to assign to the Purchaser, any Contract or Governmental Authorization which, as a matter of law or by its terms, is (i) not assignable, or (ii) not assignable without the approval or consent of the issuer thereof or the other party or parties thereto or a Court Order, without first obtaining such approval, consent or a Court Order (collectively “**Non-Assignable Rights**”). In connection with such Non-Assignable Rights, the Vendor shall, at the request of the Purchaser:

- (a) use commercially reasonable efforts to assist the Purchaser in applying for and use commercially reasonable efforts to assist the Purchaser in obtaining any of the Governmental Authorizations contemplated in Schedule 2.5(a), provided that nothing shall require the Vendor to make any payment to any other party in order to obtain such consent or approval; and
- (b) if the Vendor is unable to obtain any consent necessary for the assignment of any Assigned Contract, use commercially reasonable efforts to obtain a Court Order prior to the Closing Time, in form and substance reasonably satisfactory to the Purchaser, authorizing the assignment of such Assigned Contract, subject to the payment by the Purchaser of amounts required to remedy any monetary defaults in respect of the Assigned Contract as required by the Court Order; and
- (c) to the extent permitted by applicable Law, co-operate with the Purchaser in any reasonable arrangements designed to provide the benefits of such Non-Assignable Rights to the Purchaser, which may include holding specified Non-Assignable Rights in trust for the Purchaser or acting as agent for the Purchaser for a period of 12 weeks following the Closing Date provided that, during such 12 week period, the Purchaser shall perform the obligations of the Vendor under such specified Assigned Contract and be entitled to receive all money becoming due or payable under, and other benefits derived from, the specified Assigned Contract immediately upon receipt by the Vendor.

2.6 Designation of Excluded Assets Post-Signing

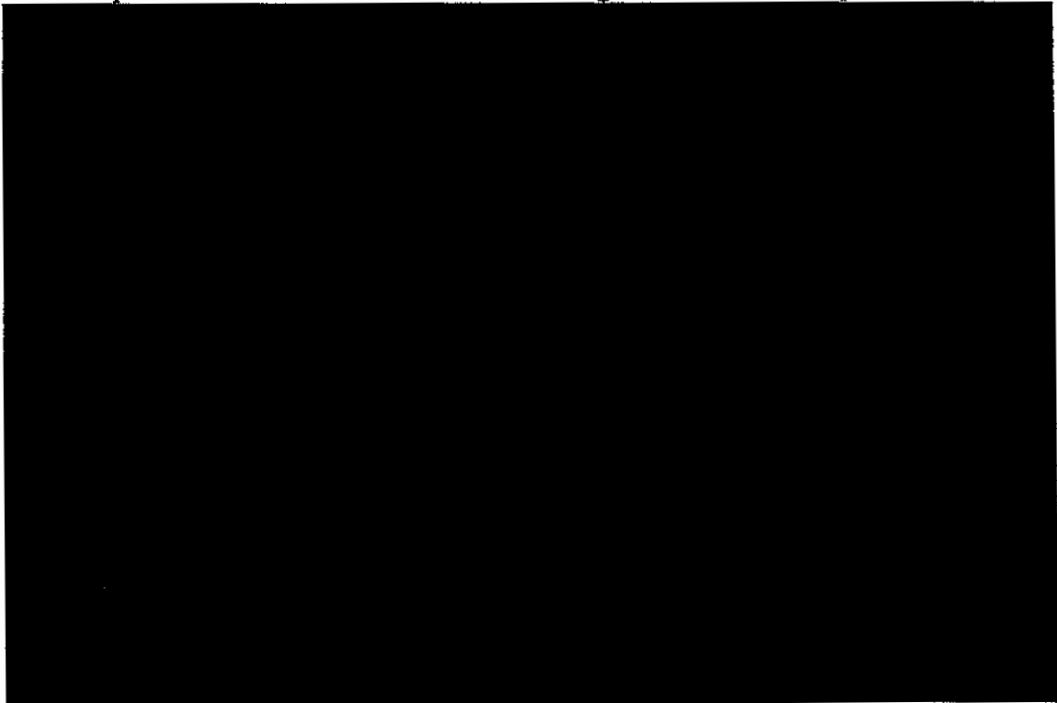
By no later than three (3) Business Days prior to the Closing, and without any reduction in the Purchase Price, the Purchaser may provide written notice to the Vendor that it no longer desires to acquire certain Purchased Assets or Acquired Locations pursuant to this Agreement, and any such Purchased Assets or Acquired Locations included in such notice shall constitute Excluded Assets at the Closing (and in the case of any Acquired Location, such Acquired Location shall be deemed automatically deleted from Schedules 1.1(b) and 1.1(c)).

**ARTICLE 3
PURCHASE PRICE**

3.1 Purchase Price

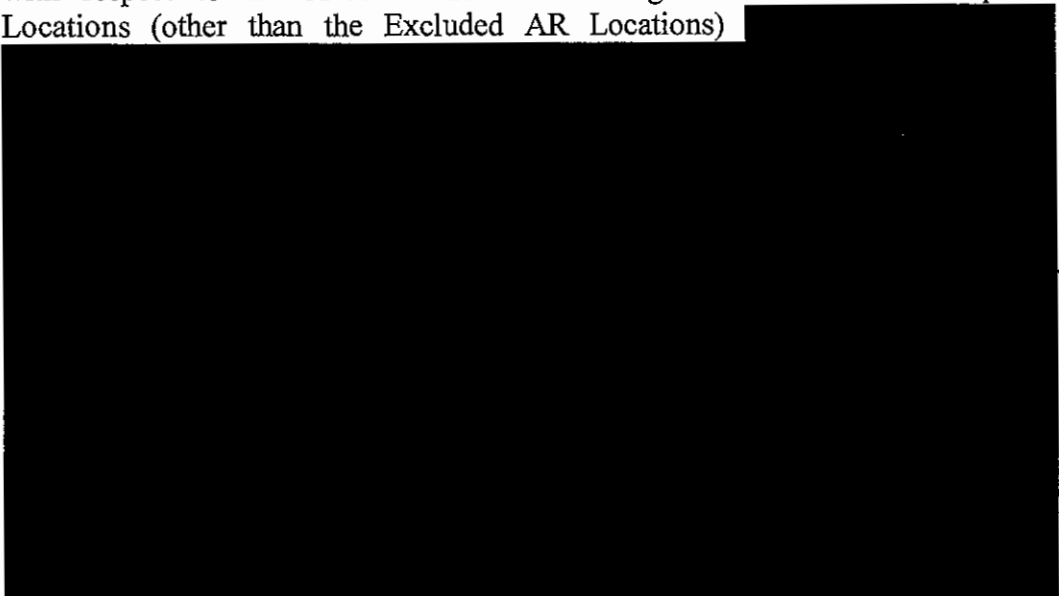
The amount payable by the Purchaser for the Purchased Assets (the “Purchase Price”), exclusive of all applicable sales and transfer taxes, shall be:

- (a) the amount of \$ [REDACTED] in cash; plus
- (b) with respect to the Accounts Receivable originated at the Acquired Locations



(collectively, the “Acquired Locations AR Purchase Amount”); plus

- (c) with respect to the Accounts Receivable originated at the Non-Acquired Locations (other than the Excluded AR Locations)



██████████ (collectively, the “**Non-Acquired Locations AR Purchase Amount**” and together with the Acquired Locations AR Purchase Amount, the “**AR Purchase Amount**”); plus

- (d) an amount equal to █% of the aggregate amounts owing in respect of Third Party Loans which are determined to be rightfully owned by any Vendor pursuant to a final Order and that are delivered to Purchaser with the Purchased Assets at the Closing (the “**TPL Purchase Amount**”), provided that such TPL Purchase Amount shall in no event exceed \$██████████
- (e) an amount equal to the Prepaid Expenses and Deposits as of the Closing Date (the “**PE&D Purchase Amount**”), which is estimated on the date hereof to be an amount equal to \$██████████s
- (f) assumption of the Assumed Liabilities.

With respect to the calculation of the AR Purchase Amount for all purposes hereunder (including Sections **3.1(b)**, **3.1(c)** and **3.5**), as well as with respect to the calculation of the past due date in the final proviso set forth in the definition of Material Adverse Effect, the Parties acknowledge and agree that (x) they will use the original due date with respect to an Account Receivable in order to determine the number of days by which such Account Receivable is overdue, and (y) no waivers, forbearances, extensions or other indulgences granted to an account debtor with respect to an Account Receivable will be considered or otherwise taken into account when determining the number of days by which such Account Receivable is overdue.

In the event that the aggregate amount of the Cure Costs for the Assigned Contracts at the Closing (either in connection with the Purchaser assuming an existing Real Property Lease or other Assigned Contract or the Purchaser entering into a new real property lease for Acquired Locations for which there are no valid, enforceable and fully executed Real Property Leases) exceeds the aggregate amount of the Cure Costs set forth in Schedule **4.7** (after taking into account the removal of any Assigned Contracts (and related Cure Costs) that have been designated by the Purchaser as Excluded Assets pursuant to Section **2.6** hereof), then the Purchase Price shall be reduced on a dollar-for-dollar basis in the amount of such excess.

Notwithstanding anything to the contrary contained herein, in the event that the aggregate amount of the Accounts Payable and the Accrued Liabilities included in the Assumed Liabilities at the Closing exceeds ██████████ then the Purchase Price shall be reduced on a dollar for dollar basis in the amount of such excess.

3.2 Allocation of Purchase Price

Prior to the Closing Date, the Purchaser shall prepare a written allocation of the Purchase Price (including specified allocation of the Assumed Liabilities that are liabilities for Tax purposes) among the Purchased Assets (the “**Asset Allocation Schedule**”), and shall deliver a copy of same to the Vendor and the Monitor on or before the Closing Date. The Vendor agrees that, following its approval of the Asset Allocation Schedule, such approval not to be unreasonably

withheld, the Vendor shall sign the Asset Allocation Schedule and return an executed copy thereof to the Purchaser prior to the hearing in respect of the Approval and Vesting Order. Each of the Vendor and the Purchaser shall report the purchase and sale of the Purchased Assets in any Tax Return in accordance with the provisions of the Asset Allocation Schedule. Notwithstanding anything in the foregoing to the contrary, the Parties agree that they will enter into a mutually acceptable amendment of the Asset Allocation Schedule within five (5) Business Days of the effective date of the Final Closing Statement (as determined in accordance with Section 3.5) as necessary to address any adjustments to the Purchase Price in the Final Closing Statement.

3.3 Deposit

- (a) The Deposit shall be held, pending Closing, by the Monitor in an interest bearing account with a bank.
- (b) If the Closing does not occur by reason of the default of the Purchaser, the full amount of the Deposit (plus accrued interest) plus an additional \$ [REDACTED], shall become the property of and be retained by the Monitor on behalf of the Vendor as liquidated damages and not as a penalty. The amount set out in this Section 3.3(b) shall be the Vendor's sole and exclusive remedy if the Closing does not occur by reason of the default of the Purchaser; provided, however, that if, within three (3) Business Days of an Order determining that the Closing did not occur by reason of the default of the Purchaser becoming a final Order, the Purchaser fails to pay to the Vendor the additional \$ [REDACTED] then the Vendor's remedies against the Purchaser shall not be capped or otherwise limited and the Vendor (in addition to retaining the Deposit) may pursue such additional remedies and causes of action against (and amounts from) the Purchaser as are permitted under applicable law.
- (c) If the Closing does not occur for any reason other than the default of the Purchaser, the full amount of the Deposit (plus accrued interest), less any applicable withholding tax, shall be returned by the Monitor to the Purchaser and the Purchaser shall have no further recourse against the Vendor.

3.4 Satisfaction of Purchase Price

The Purchaser shall satisfy the Purchase Price at the Closing Time as follows:

- (a) by the assumption by the Purchaser of the Assumed Liabilities;
- (b) by release of the Deposit (plus accrued interest) to the Monitor; and
- (c) by payment to the Monitor by wire transfer of immediately available funds to an account specified in writing by the Monitor of [REDACTED] plus an amount in cash equal to the AR Purchase Amount, plus an amount in cash equal to the TPL Purchase Amount (if any), plus an amount in cash equal to PE&D Purchase Amount, less the amount of the Deposit (plus accrued interest).

3.5 Adjustments to Purchase Price

(a) Final Determination of Purchase Price

- (i) One (1) Business Day prior to Closing, the Vendor shall provide Purchaser with a statement setting out the Vendor's good faith estimate of the AR Purchase Amount (applying the formula set forth in Sections 3.1(b) and 3.1(c)), the TPL Purchase Amount and the PE&D Purchase Amount, in each case, as of such date (the "**Initial Closing Statement**"). Contemporaneously with the delivery of the Initial Closing Statement, the Vendor will also deliver to the Purchaser an aging report for the Accounts Receivable as of the date of the Initial Closing Statement. The Parties acknowledge and agree that (1) the AR Purchase Amount, the TPL Purchase Amount and the PE&D Purchase Amount set forth in the Initial Closing Statement (and paid by the Purchaser at the Closing) will each constitute an estimate of the amounts actually owed by the Purchaser pursuant Sections 3.1(b), 3.1(c), 3.1(d) and 3.1(e) respectively, and (2) the AR Purchase Amount, the TPL Purchase Amount and the PE&D Purchase Amount will be adjusted post-Closing in accordance with this Section 3.5. After the Closing, the Purchaser and Vendor will work with each other in good faith (and with the assistance of the Monitor) to adjust the Initial Closing Statement so that it reflects the appropriate AR Purchase Amount (applying the formula set forth in Sections 3.1(b) and 3.1(c)), the TPL Purchase Amount and PE&D Purchase Amount based on the actual Accounts Receivable, the receivables in respect of the Third Party Loans and Prepaid Expenses and Deposits delivered to the Purchaser by the Vendor on the Closing Date.
- (ii) For the purpose of such undertaking to adjust the AR Purchase Amount, the TPL Purchase Amount and the PE&D Purchase Amount, the Vendor agrees to permit Purchaser and its authorized representatives to examine all working papers, books and records, schedules and other documentation and information used or prepared by the Vendor in determining the Initial Closing Statement or that would otherwise be necessary or helpful in order to determine the amount (and aging with respect to the Accounts Receivable) of the Accounts Receivable, the receivables in respect of the Third Party Loans and Prepaid Expenses and Deposits transferred to the Purchaser as of the Closing Date.
- (iii) Within fifteen (15) Business Days after the Closing Date, the Purchaser will prepare and deliver to the Vendor an adjusted closing statement (the "**Proposed Final Closing Statement**"), setting forth the revised AR Purchase Amount, the TPL Purchase Amount and PE&D Purchase Amount based on the Purchaser's good faith determination of the actual Accounts Receivable, the receivables in respect of the Third Party Loans and Prepaid Expenses and Deposits delivered to the Purchaser by the Vendor on the Closing Date. If the Vendor does not deliver to the Purchaser a written notice objecting to the Proposed Final Closing

Statement (specifying in reasonable detail the basis for such objection) within ten (10) days of the Purchaser's delivery of the Proposed Final Closing Statement, then the Proposed Final Closing Statement shall be deemed to have been approved by the Vendor as at the expiration of the ten (10) day period and shall be final and binding for all purposes.

- (iv) If the Vendor timely notifies the Purchaser of any objection to the Proposed Final Closing Statement, then the Vendor and Purchaser shall attempt in good faith to reach an agreement as to the matter in dispute. If the Parties shall have failed to resolve any such dispute within fifteen (15) Business Days after the Vendor's delivery of such objection, then all unresolved matters shall be submitted to and determined by an nationally recognized independent accounting firm that is mutually acceptable to the Parties (the "**Accounting Firm**"). The Parties shall provide the Accounting Firm with access to all materials and information reasonably requested by it for such purpose. The Accounting Firm's determination of all such matters shall be final and binding on both Parties and shall not be subject to appeal by either Party. The fees and expenses of the Accounting Firm incurred in resolving the disputed matter shall be equitably apportioned by such accountants based on the extent to which the Purchaser, on the one hand, and the Vendor, on the other hand, is determined by the Accounting Firm to be the prevailing party in the resolution of such disputed matters. The Proposed Final Closing Statement shall be adjusted to the extent required to give effect to the Accounting Firm's determination and shall be deemed to have been approved as of the date of such determination.
- (v) For avoidance of doubt, the Monitor will not disburse the AR Purchase Amount, the TPL Purchase Amount or the PE&D Purchase Amount paid to it at Closing in connection with the CCAA Proceedings until the Final Closing Statement Amount (as defined below) is finally determined in accordance with this Section 3.5(a).

(b) **Adjustment of Closing Date Payment**

- (i) Within two (2) Business Days of the Proposed Final Closing Statement being agreed to or otherwise finally adjusted pursuant to Section 3.5(a) (any such statement, the "**Final Closing Statement**"):
 - (A) if the amount payable by the Purchaser in the Final Closing Statement (the "**Final Closing Statement Amount**") is greater than the corresponding amount reflected on the Initial Closing Statement, the Purchaser shall pay the Vendor an amount equal to such excess, together with interest thereon at the Prime Rate from and including the Closing Date to but excluding the date of payment; and
 - (B) if the Final Closing Statement Amount is less than the corresponding amount reflected on the Initial Closing Statement,

the Vendor shall pay Purchaser an amount equal to such difference, together with interest thereon at the Prime Rate from and including the Closing Date to but excluding the date of payment.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor represents and warrants to the Purchaser the matters set out below. Disclosure of a fact or matter to the Purchaser in any Schedule, or other material, shall be sufficient disclosure for all purposes under this Agreement. The inclusion of any information in any Schedule (or any update) shall not be deemed to be an acknowledgement, in and of itself, that such information is required to be disclosed, is material to the Business, has resulted in or would result in a Material Adverse Effect or is outside the ordinary course of business.

4.1 Status of the Vendor

CSF is a corporation existing under the laws of Ontario. Each other Vendor is a corporation existing under the laws of the jurisdiction set out next to its name in Schedule A.

4.2 Residence of the Vendor

The Vendor is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

4.3 Due Authorization and Enforceability of Obligations

Subject to the entry of the Approval and Vesting Order and any other orders required by the Court in connection with the transactions contemplated thereby, including in respect of the assignment of any Assigned Contracts (collectively, the “**Transaction Orders**”),

- (a) the Vendor has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement; and
- (b) this Agreement constitutes a valid and binding obligation of the Vendor enforceable against it in accordance with its terms subject to any limitations imposed by Law.

4.4 Goods and Services Tax and Harmonized Sales Tax Registration

Where a Vendor is duly registered under Subdivision (d) of Division V of Part IX of the Excise Tax Act (Canada) with respect to the goods and services tax and harmonized sales tax, its registration number is set out next to its name in Schedule 4.4.

4.5 Title to Assets

- (a) To the knowledge of the Vendor, the Vendor has no reason to believe that it does not have, and at Closing and subject to the granting of the Approval and Vesting Order, the Vendor has no reason to believe that it shall not convey to the Purchaser (on a sole and exclusive basis), good and marketable title or a valid

leasehold interest in and to each of the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances and Assumed Liabilities).

- (b) To the knowledge of the Vendor, the Vendor has no reason to believe that it does not have, and at Closing and subject to the granting of the Approval and Vesting Order, the Vendor has no reason to believe that it shall not convey to the Purchaser (on a sole and exclusive basis), valid leasehold interests in the Real Property Leases that constitute Assigned Contracts, free and clear of all Encumbrances (other than Permitted Encumbrances and Assumed Liabilities).

4.6 Real Property

To the knowledge of the Vendor:

- (a) A true, correct and complete copy of each Real Property Lease has been posted in the data room of the Vendor maintained for the Sale Process (the “**Data Room**”) and, except for Permitted Encumbrances or as otherwise disclosed to the Purchaser in the Data Room, the Vendor has not leased, subleased or granted to any Person the right to access, enter upon, use, occupy, lease, manage, operate, maintain, broker or purchase any portion of the Vendor’s interest in the Acquired Locations that will not be terminated on or prior to the Closing Date.
- (b) No material damage or destruction has occurred that with respect to any of the Acquired Locations has come to the Chief Restructuring Officer’s attention for which the Vendor may be liable that has not been disclosed to the Purchaser as provided in Schedule 4.7 or in the Data Room.
- (c) Utilities and other services necessary for the operation of each Acquired Location are readily available at such property.
- (d) Other than Acquired Locations in the province of Ontario, no Acquired Location is subject to any decree, order or action of a Governmental Authority (or, to the knowledge of the Vendor, threatened decree, order or action of a Governmental Authority) that would prevent the operation of such Acquired Location for the purposes for which it is currently being utilized.
- (e) The Vendor does not own any of the real property associated with the Acquired Locations.

4.7 Assigned Contracts

Unless specifically provided pursuant to Schedule 4.7, to the knowledge of the Vendor, there are no Cure Costs.

4.8 Proceedings

Other than as set forth in Schedule 4.8, disclosed in the affidavit of Steven Carlstrom dated April 14, 2014 or posted in the Data Room, to the knowledge of the Vendor there are no Proceedings pending or threatened against any Vendor, or to which any Vendor is otherwise a party before any Governmental Authority, which, if adversely determined, would result, individually or in the

aggregate, in a Material Adverse Effect. Other than as set forth in Schedule 4.8, disclosed in the affidavit of Steven Carlstrom dated April 14, 2014 or posted in the Data Room, to the knowledge of the Vendor, the Vendor is not subject to any Order except for such Orders which would not result, individually or in the aggregate, in a Material Adverse Effect.

4.9 Labour Matters

- (a) To the knowledge of the Vendor, Schedule 4.9 sets forth a true and complete list of all Benefit Plans that apply to Employees located at the Acquired Locations. With respect to each such Benefit Plan, to the knowledge of the Vendor, the Vendor has made available to the Purchaser in the Data Room true and complete copies, as applicable, of the material plan documents and any material amendments thereto, any related trust or other funding vehicle, the most recent annual report required to be filed with any Governmental Authority with respect to such plan, the most recent actuarial report, funding and financial information return and statement, plan summaries or summary plan descriptions.
- (b) To the knowledge of the Vendor, each Benefit Plan is, and has been operated, in compliance with the applicable provisions of federal or provincial Law, except as would not result in a Material Adverse Effect.
- (c) With respect to the Employees at the Acquired Locations, the Vendor is not a party to any Collective Bargaining Agreement and the Vendor is not in negotiations with any union or other trade group with respect to a Collective Bargaining Agreement.
- (d) To the knowledge of the Vendor, Schedule 4.9 sets forth a list of all Employees at the Acquired Locations, along with each such Employee's date of hire, position, base compensation, bonus program and employment contract end date.

4.10 Intellectual Property

To the knowledge of the Vendor, except as previously disclosed to the Purchaser in the Data Room: (a) the Vendor has no reason to believe that it does not own, license or have the right to use all Intellectual Property used in the operation of its Business (including those items of Intellectual Property set forth on Schedule 1.1(h)), free and clear of all Encumbrances other than applicable licenses and commercial agreements and Permitted Encumbrances; (b) no actions are pending or threatened against the Vendor with regard to any Intellectual Property; (c) other than as disclosed to the Purchaser in the Data Room, no third party is materially infringing, misappropriating or violating the Vendor's exclusive ownership and use of the "Cash Store" and "Instaloans" names; and (d) the Vendor has not licensed the "Cash Store" and/or "Instaloans" names to any third party.

4.11 Accounts Receivable

To the knowledge of Vendor, the Vendor has no reason to believe that all Accounts Receivable from and after the date of the Initial Order included in the Purchased Assets did not arise from transactions in the ordinary course of the Vendor's Business or that such Accounts Receivable are not properly due and owing to the Vendor.

4.12 Disclaimer of Other Representations and Warranties

Except as expressly set forth in this **Article 4**, the Vendor makes no representation or warranty, and there is no condition, in each case, express or implied, at law, by statute or in equity, in respect of the Business or the Purchased Assets, including with respect to merchantability or fitness for any particular purpose, and any such other representations, warranties or conditions are expressly disclaimed.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Vendor the matters set out below.

5.1 Status of the Purchaser

The Purchaser is a corporation existing under the laws of Nova Scotia.

5.2 Due Authorization and Enforceability of Obligations

- (a) The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement.
- (b) The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action of the Purchaser.
- (c) This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms subject to the entry of the Approval and Vesting Order and to any limitations imposed by Law.

5.3 Absence of Conflicts

The Purchaser is not a party to, bound or affected by or subject to any material:

- (a) indenture, mortgage, lease, agreement, obligation or instrument;
- (b) charter or by-law provision; or
- (c) Laws or Governmental Authorizations;

which would be violated or breached by, or under which default would occur or an Encumbrance would be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement to be entered into under the terms of this Agreement.

5.4 Financial Ability

- (a) The Purchaser has cash on hand or availability under its existing credit facilities, in amounts sufficient to allow it to pay the Purchase Price and all other costs and

expenses in connection with the consummation of the transactions contemplated by this Agreement.

- (b) The Purchaser will have, as of the Closing Date, (i) sufficient funds available for purposes of paying the Purchase Price and paying any other amount due hereunder or in respect hereof; and (ii) the resources and capabilities (financial or otherwise) to perform its obligations hereunder, including the Assumed Liabilities. The Purchaser has not, as of the date hereof, and will not have, as of the Closing Time, incurred any liability that would materially impair or adversely affect such resources and capabilities. The Purchaser's obligations to consummate the transactions contemplated by this Agreement are not conditioned or contingent in any way upon the receipt of financing from any person or the availability of funds to the Purchaser.

5.5 Investment Canada

The Purchaser is a "WTO investor" within the meaning of the *Investment Canada Act* (Canada).

5.6 Litigation

There are no Claims, investigations or other proceedings, including appeals and applications for review, in progress or, to the knowledge of the Purchaser, pending or threatened against or relating to the Purchaser which, if determined adversely to the Purchaser, would,

- (a) prevent the Purchaser from paying the Purchase Price to the Vendor;
- (b) enjoin, restrict or prohibit the transfer of all or any part of the Purchased Assets as contemplated by this Agreement; or
- (c) prevent the Purchaser from fulfilling any of its obligations set out in this Agreement or arising from this Agreement.

5.7 Personal Information

The Purchaser's use and disclosure of Personal Information in connection with the conduct of the Business after Closing shall be in material compliance with the *Personal Information Protection and Electronic Documents Act* (Canada) and its equivalent provincial legislation, to the extent applicable.

5.8 No Breach

Other than as set forth on Schedule 5.7, the Purchaser has no knowledge of any fact or circumstance which would constitute a breach by the Vendor of the Vendor's representations and warranties.

5.9 Goods and Services Tax and Harmonized Sales Tax Registration

The Purchaser is duly registered under Subdivision (d) of Division V of Part IX of the *Excise Tax Act* (Canada) with respect to the goods and services tax and harmonized sales tax and its registration number is: 886743699 RT0001.

5.10 Brokers

Except for fees and commissions that will be paid by the Purchaser, no broker, finder or investment banker is entitled to any brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Purchaser or any of its Affiliates.

5.11 Due Diligence by Purchaser

The Purchaser acknowledges that it has conducted to its satisfaction an independent investigation of the financial condition, liabilities, results of operations and projected operations of the Business and the nature and condition of its properties and assets and, in making the determination to proceed with the transactions contemplated by this Agreement, has relied solely on the results of its own independent investigation and the representations, warranties, conditions and statements in **Article 4** and, except to the extent specifically set forth in **Article 4**, is purchasing the Purchased Assets on an "as-is, where-is" basis.

5.12 Acknowledgements of the Purchaser

- (a) THE PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN **ARTICLE 4**, ALL ASSETS PURCHASED AND LIABILITIES ASSUMED BY THE PURCHASER PURSUANT TO THIS AGREEMENT WILL BE ACQUIRED AND ASSUMED BY THE PURCHASER ON AN "AS IS, WHERE IS" BASIS, WITHOUT WARRANTY, REPRESENTATION, COVENANT, EXPRESS OR IMPLIED, ORAL OR WRITTEN, LEGAL, EQUITABLE, STATUTORY AND "WITH ALL KNOWN AND UNKNOWN FAULTS".
- (b) The Purchaser acknowledges and agrees that, except for the representations and warranties set out in **Article 4**, none of the Vendor, the Chief Restructuring Officer, the Monitor, any of their Affiliates or any partner, employee, officer, director, accountant, agent, financial, legal or other representative of any of the Vendor, the Chief Restructuring Officer, the Monitor or any of their Affiliates has made any representation or warranty, express or implied, as to the Purchased Assets or the Assumed Liabilities (including any implied representation or warranty as to the condition, merchantability, suitability or fitness for a particular purpose of any of the Purchased Assets), title to the Purchased Assets, the Employees (including any representation and warranty that any of the Employees will accept the offer of employment referred to in **Article 4** hereof), the Business, or the Assumed Liabilities, or as to the accuracy or completeness of any information regarding any of the foregoing that any Vendor, or any other person, furnished or made available to the Purchaser or its representatives (including any projections, estimates, budgets, offering memoranda, management presentations or due diligence materials).
- (c) The Purchaser acknowledges and agrees that, in determining whether to enter into this Agreement, Purchaser (i) has had an opportunity to conduct any and all due diligence regarding the Purchased Assets, the Business and the Assumed Liabilities prior to the execution of this Agreement and that the obligations of the

Purchaser are not conditional upon any additional due diligence; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets to be acquired and obligations and liabilities to be assumed in entering into this Agreement; and (iii), except for the representations and warranties set out in **Article 4**, did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of Applicable Law or otherwise) from or by the Vendor, the Chief Restructuring Officer, the Monitor, any of their Affiliates or any partner, employee, officer, director, accountant, agent, financial, legal or other representative of any of the Vendor, the Chief Restructuring Officer, the Monitor or any of their Affiliates, regarding the Purchased Assets to be acquired or the liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated herein.

- (d) The Purchaser acknowledges and agrees that the enforceability of this Agreement against the Vendor is subject to entry of the Approval and Vesting Order.

ARTICLE 6 SURVIVAL

6.1 Nature and Survival

No representations or warranties contained in this Agreement on the part of the Vendor shall survive Closing. All representations and warranties contained in this Agreement on the part of the Purchaser shall survive:

- (a) the Closing for a period of one year;
- (b) the execution and delivery under this Agreement of any bills of sale, instruments of conveyance, assignments or other instruments of transfer of title to any of the Purchased Assets; and
- (c) the payment of the consideration for the Purchased Assets.

ARTICLE 7 PURCHASER'S CONDITIONS PRECEDENT

The obligation of the Purchaser to complete the purchase of the Purchased Assets under this Agreement is subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Purchaser and may be waived by it in whole or in part):

7.1 Truth and Accuracy of Representations of Vendor at the Closing Time

All of the representations and warranties of the Vendor made in or pursuant to this Agreement shall be true and correct in all respects at the Closing Time and with the same effect as if made at and as of the Closing Time, except for such inaccuracies or breaches which would not constitute a Material Adverse Effect. For greater certainty, any reference herein to information that is disclosed to the Purchaser in the Data Room shall mean any information that is disclosed to the

Purchaser in the Data Room at the Closing Time, provided, however, that the addition of any information to the Data Room after the date hereof shall not impair the Purchaser's ability to assert that a Material Adverse Effect has occurred.

7.2 Compliance with Vendor Covenants

There shall have been no breach of or non-compliance with any of the covenants, agreements and conditions under this Agreement by the Vendor if such breach or non-compliance has resulted in a Material Adverse Effect.

7.3 Consents and Authorizations

The Approval and Vesting Order shall have been entered, and shall not have been stayed, vacated or amended in any respect, and all Governmental Authorizations contemplated in Schedule 2.5(a), including, if required, Competition Act Approval, shall have been obtained at or before the Closing Time and shall remain in force except where the failure to obtain any consent or approval would not have a Material Adverse Effect.

7.4 No Proceedings

There shall be no Order issued, and no pending Claim or judicial or administrative proceeding for the purpose of, enjoining or preventing the consummation of the transactions contemplated in this Agreement.

7.5 Agreements with DirectCash

Either (a) the Purchaser shall have entered into one or more agreements with DirectCash (on terms and conditions reasonably satisfactory to the Purchaser) that allow the Purchaser to continue to operate the Business, as it was conducted prior to Closing, at each of the Acquired Locations, or (b)(i) the Vendor shall have obtained a "critical supplier" Order from the Court (in form and substance reasonably acceptable to the Purchaser) that requires DirectCash to continue to perform under its contracts with the Vendor for such period as is required in the Transition Services Agreement at each of the Acquired Locations and (ii) the Purchaser and the Vendor shall have entered into the Transition Services Agreement (which shall be mutually satisfactory), whereby the Purchaser shall have the benefit of the Vendor's agreements with DirectCash in accordance with terms thereof, to allow the Purchaser to continue to operate the Business, as it was conducted prior to Closing, at each of the Acquired Locations.

7.6 Agreement with Echelon

Notwithstanding Section 2.5, the Payment Protection Plan Agreement dated October 20, 2013 between CSF and Echelon General Insurance Company ("**Echelon**") shall have been fully assigned to Purchaser (on terms and conditions reasonably satisfactory to the Purchaser).

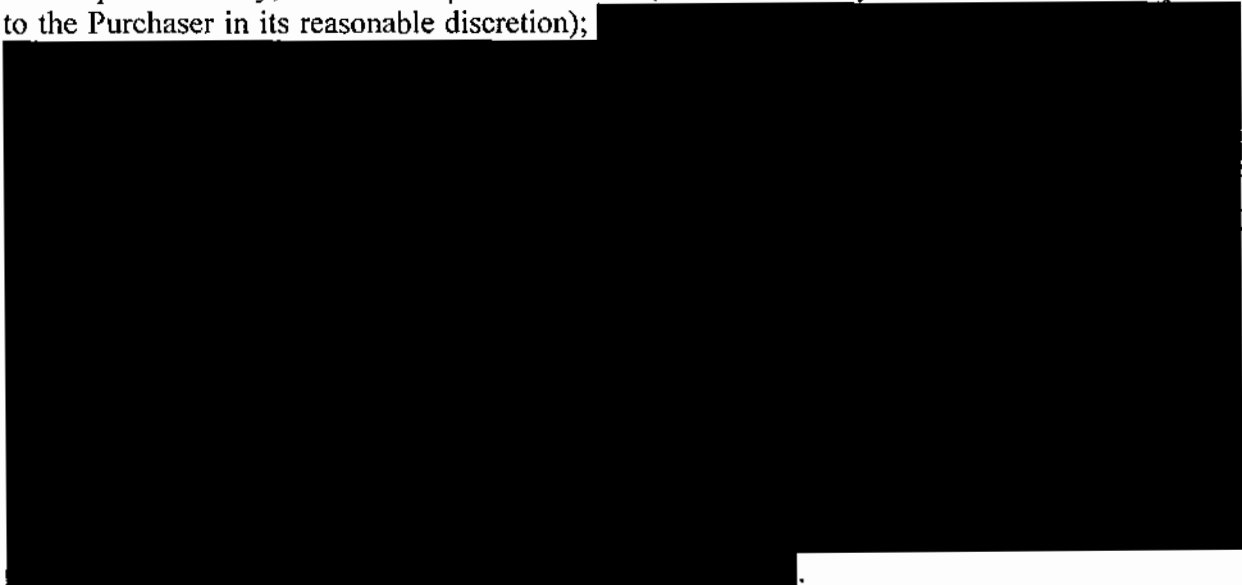
7.7 Transition Services Agreement

The Purchaser shall have entered into a transition services agreement with CSF (on terms and conditions reasonably satisfactory to the Purchaser) (the "**Transition Services Agreement**"),

effective as of the Closing Date, related to the management of the in-store points of sale systems and record keeping related to all Accounts Receivable (the "Transition Services"). For avoidance of doubt, such agreement shall provide that CSF shall not terminate the employment of any Employee (other than a Transferred Employee) responsible for the Transition Services on the date hereof. The Purchaser agrees to provide two months base pay to certain head office employees, who are employed by the Vendor on the Closing Date, on the date that their services are no longer required, in the Vendors' sole discretion, or the term of the Transition Services Agreement expires, as applicable, to an aggregate maximum of \$370,000. This payment is not available to head office employees who resign from their positions voluntarily or who are terminated for cause.

7.8 Acquired Locations

On or prior to the Closing Date, (a) with respect to each Acquired Location that is subject to a valid, enforceable and fully-executed Real Property Lease as of the date of this Agreement, the Vendor shall have assigned such Real Property Lease to the Purchaser (either by operation of the Approval and Vesting Order, written agreement with the landlord or otherwise), and (b) with respect to each Acquired Location that is not subject to a valid, enforceable and fully-executed Real Property Lease as of the date of this Agreement, either (i) the Vendor shall have entered into a valid, enforceable and fully executed real property lease for such Acquired Location (on commercially reasonable terms acceptable to the Purchaser in its reasonable discretion, which terms shall include a right of the Vendor to assign such real property lease to the Purchaser) and shall have assigned such real property lease to the Purchaser, (ii) the Vendor shall have entered into a valid occupation agreement (in form and substance reasonably satisfactory to the Purchaser) with respect to such Acquired Location that will allow the Purchaser to operate at the Acquired Locations after the Closing, or (iii) the Purchaser shall have entered into a valid, enforceable and fully-executed real property lease, subject only to completion of the transactions contemplated hereby, for such Acquired Location (on commercially reasonable terms acceptable to the Purchaser in its reasonable discretion);



7.9 No Material Adverse Effect

No Material Adverse Effect shall have occurred between the date of this Agreement and the Closing Date.

ARTICLE 8 VENDOR'S CONDITIONS PRECEDENT

The obligation of the Vendor to complete the sale of the Purchased Assets under this Agreement shall be subject to the satisfaction of or compliance with, at or before the Closing Time, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Vendor and may be waived by it in whole or in part):

8.1 Truth and Accuracy of Representations of the Purchaser at Closing Time

All of the representations and warranties of the Purchaser made in or pursuant to this Agreement shall be true and correct in all material respects at the Closing Time and with the same effect as if made at and as of the Closing Time.

8.2 Performance of Obligations

The Purchaser shall have performed or complied with, in all material respects, all its obligations and covenants under this Agreement.

8.3 Consents and Authorizations

The Approval and Vesting Order shall have been entered, and shall not have been stayed, vacated or amended in any material respect, and all Governmental Authorizations contemplated in Schedule 2.5(a), including, if required, Competition Act Approval, shall have been obtained at or before the Closing Time and shall remain in force.

ARTICLE 9 OTHER COVENANTS OF THE PARTIES

9.1 Conduct of Business Prior to Closing

During the period from the date of this Agreement to the Closing Time, the Vendor shall:

- (a) **Conduct Business in the Ordinary Course** – subject to (i) any limitation imposed as a result of being subject to the CCAA Proceedings, (ii) as required by any applicable Law, including any order of the Court, (iii) Section 9.1(f) and except as the Purchaser may approve in writing or as otherwise contemplated or permitted by this Agreement, conduct the Business in all material respects in the ordinary course, consistent with past practice;
- (b) **Material Contracts** – not disclaim, reject or enter into any material amendments to any Material Contracts, nor commit to do any of the foregoing, without the prior written consent of the Purchaser;

- (c) **Approvals** – co-operate with the Purchaser with respect to the Purchaser’s application for any Governmental Authorization contemplated in Schedule 2.5(a), including, if required, Competition Act Approval.
- (d) **Maintain Business** – (i) use commercially reasonable efforts to preserve the goodwill of and relationships with Governmental Authorities, customers, suppliers, vendors, lessors, licensors, licensees, contractors, distributors, agents, Employees and others having business dealings with the Business at the Acquired Locations; and (ii) comply with all applicable Laws;
- (e) **Transfer or Encumbrance of Purchased Assets** – not sell, lease, license, transfer, exchange or swap, mortgage or otherwise encumber, or subject to any Encumbrances (other than Permitted Encumbrances) or otherwise dispose of (whether by merger, consolidation, sale or acquisition of stock or assets, license or otherwise), any of the Purchased Assets, other than in the ordinary course of business or resulting from the closure of any locations that are Non-Acquired Locations and the transfer of Purchased Assets to any other location.
- (f) **Closure of Non-Acquired Locations** – Notwithstanding any other provision of this Agreement, nothing herein shall prevent the Vendor from closing any of the Non-Acquired Locations even if such closure is not in the ordinary course of business, provided however that the Vendor shall use commercially reasonable efforts to maintain all Accounts Receivable associated with any Non-Acquired Locations that is closed after the date of this Agreement and to transfer such Accounts Receivable to another location, provided that (i) the Vendor shall use commercially reasonable efforts to transfer such Accounts Receivable to an Acquired Location if there is an Acquired Location reasonably proximate to any location that is closed; (ii) the Vendor will not transfer any such Account Receivable to the NCC prior to said Account Receivable being at least 60 days overdue as of the date of transfer; and (iii) the Vendor shall have no obligation to transfer or maintain any Account Receivable associated with the Excluded AR Locations.
- (g) **Copy of Data Room** – Within five (5) Business Days from the date hereof, deliver to the Purchaser two (2) physical copies (on USB key, DVD or other machine readable digital format) of the Data Room as it existed no less than one (1) Business Day prior to the date hereof.

9.2 Approval and Vesting Order and other Transaction Orders

- (a) The Vendor will promptly serve on the service list in the CCAA Proceedings, as supplemented with such additional parties as the Purchaser may reasonably request, and file with the Court one or more motion records seeking the Approval and Vesting Order and other Transaction Orders, and use commercially reasonable efforts to obtain such Orders of the Court.
- (b) The Purchaser and the Vendor will cooperate in obtaining entry of the Approval and Vesting Order and other Transaction Orders, and the Vendor will deliver, or will request the Monitor to deliver, as applicable, to the Purchaser prior to service

and filing, and as early in advance as is practicable to permit adequate and reasonable time for the Purchaser and its counsel to review and comment upon, copies of all proposed pleadings, motions, notices, statements, schedules, applications, reports and other material papers to be filed by the Vendor or Monitor, as applicable, in connection with such motions and relief requested therein and any objections thereto.

- (c) The Purchaser, at its own expense, will promptly provide to the Vendor and the Monitor all such information within its possession or under its control as the Vendor or the Monitor may reasonably require to obtain the Approval and Vesting Order and other Transaction Orders.
- (d) The Approval and Vesting Order shall contain a provision that:
 - (i) specifically vests absolute and exclusive ownership of the Books and Records (including, without limitation, any and all Customer Lists) in and to the Purchaser free and clear of and from any and all Claims including, without limitation, any ownership claims of any Person;
 - (ii) assigns the rights and obligations of the Vendor under the Assigned Contracts to the Purchaser, subject to the payment of the Cure Costs by the Purchaser, and notwithstanding any provisions in the Assigned Contracts restricting or otherwise conditioning the assignment thereof or any insolvency default provisions contained therein;
 - (iii) permanently enjoins any party to the Assigned Contracts from terminating the Assigned Contracts as a result of the assignment thereof to the Purchaser or the insolvency of the Vendor and deems any such party to have waived any and all defaults then existing or previously committed by the Vendor or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any Assigned Contract, and any and all notices of default and demands for payment under any Assigned Contracts shall be deemed to have been rescinded;
 - (iv) assigns to the Purchaser any consents obtained by the Vendor from its customers that allow the Vendor to send marketing materials by telecommunications or electronic means to such customers;
 - (v) provides that the acquisition of the Purchased Assets (including the loan portfolio, Customer Lists and Accounts Receivable) shall constitute the purchase of a “business” for the purposes of Section 10(12) of *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act* (Canada) (“**Canada’s Anti-Spam Law**”); and

- (vi) provides the Purchaser with a first priority charge over the funds paid to the Monitor by the Purchaser in accordance with this Agreement in respect of the AR Purchase Amount, the TPL Purchase Amount and the PE&D Purchase Amount to serve as security for the payment of any Purchase Price adjustment owing to the Purchaser pursuant to Section 3.5;

provided however that, with respect to (iv) and (v) the Vendor shall use commercially reasonable efforts to obtain an Approval and Vesting Order that contains such provisions and the Purchaser shall not be permitted to terminate this Agreement if the Court does not grant an Approval and Vesting Order containing any one or more of the provisions described in (iv) and (v).

9.3 Access for Investigation

- (a) The Vendor shall permit the Purchaser and its representatives, between the date of this Agreement and the Closing Time, without interference to the ordinary conduct of the Business, to have reasonable access during normal business hours upon reasonable advance notice, for purposes consistent with this Agreement, to (i) the Purchased Assets, (ii) the Acquired Locations and (iii) the Books and Records, provided that the Purchaser may not conduct any environmental investigation in, on, under or near any Acquired Locations including any sampling or interview any Employees without the Vendor's prior consent (which shall not be unreasonably withheld). The Vendor shall furnish to the Purchaser copies of Books and Records (subject to any confidentiality agreements or covenants relating to any such Books and Records) as the Purchaser shall from time to time reasonably request. Notwithstanding the foregoing, without the prior written consent of the Vendor, the Purchaser shall not contact, and shall instruct its counsel, financial advisors, auditors and other authorized representatives not to contact, any of the suppliers, customers, clients or financing sources of the Vendor with respect to the Business or the transactions contemplated by this Agreement.
- (b) Notwithstanding Section 9.3(a), the Vendor shall not be required to disclose any information, records, files or other data to the Purchaser where prohibited by any Laws or which would result in the disclosure of any trade secrets of third parties or violate any obligation of the Vendor to any third party or that would have the effect of causing the waiver of any solicitor-client privilege.

9.4 Notice by Vendor of Certain Matters

Prior to the Closing, the Vendor shall give notice to the Purchaser of (a) the occurrence, or failure to occur, of any event which occurrence or failure would be likely to cause any representation or warranty contained in this Agreement or in any Schedule to be untrue or inaccurate in any material respect, and (b) any failure of the Vendor to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it under this Agreement or any Schedule. In such event, the Purchaser shall have the option to (x) terminate this Agreement or (y) complete the transactions contemplated by this Agreement. Unless such notice of termination is delivered by the Purchaser, the Purchaser shall be deemed to

have waived in full any breach of any of the Vendor's representations and any such covenants and agreements of which the Purchaser is aware at the Closing.

9.5 Notice by Purchaser of Certain Matters

The Purchaser shall give the Vendor written notice, prior to the Closing, of any facts or circumstances of which the Purchaser becomes aware that would serve as a basis for a claim by the Purchaser against the Vendor based upon a breach of any representations and warranties of the Vendor contained in this Agreement or breach of any of the Vendor's covenants or agreements to be performed by the Vendor at or prior to the Closing. In such event, unless Purchaser confirm in writing that it waives in full any such breach of any of the Vendor's representations and warranties and any such covenants and agreements of which the Purchaser is then aware, the Vendor shall have the option to (a) terminate this Agreement or (b) complete the transactions contemplated by this Agreement. Unless such notice is delivered, the Purchaser shall be deemed to have waived in full any breach of any of the Vendor's representations and warranties and any such covenants and agreements of which the Purchaser is aware at the Closing.

9.6 Confidentiality

- (a) Prior to the Closing, the Purchaser shall keep confidential all information disclosed to it by the Vendor or its agents relating to the Vendor or the Business in accordance with the terms of the confidentiality agreement signed by the Purchaser and the Vendor (the "**Confidentiality Agreement**"). Such information is confidential and proprietary to the Vendor and the Purchaser shall only disclose such information to those of its employees and representatives of its advisors who need to know such information for the purposes of evaluating and implementing the transaction contemplated in this Agreement and only in accordance with the terms of the Confidentiality Agreement. Notwithstanding the foregoing, the Purchaser shall keep confidential all Personal Information disclosed to it by the Vendor or its agents and will not disclose the Personal Information except in accordance with applicable Law. If this Agreement is terminated without completion of the transactions contemplated by this Agreement, the Purchaser shall promptly return all documents, work papers and other written material (including all copies) obtained from the Vendor in connection with this Agreement, and not previously made public and shall continue to maintain the confidence of all such information.
- (b) After the Closing, the Vendor shall keep confidential all Personal Information it disclosed to the Purchaser and all information relating to the Business, except information which:
 - (i) is part of the public domain;
 - (ii) becomes part of the public domain other than as a result of a breach of these provisions by the Vendor; or

- (iii) was received in good faith after Closing from an independent Person who was lawfully in possession of such information free of any obligation of confidence.

9.7 Actions to Satisfy Closing Conditions

- (a) Each of the Parties shall use commercially reasonable efforts to take all such actions as are within its power to control, and to cause other actions to be taken which are not within its power to control, so as to ensure compliance with each of the conditions and covenants set forth in **Article 7**, **Article 8** or **Article 9** which are for the benefit of any other Party.
- (b) The Parties shall co-operate with each other, and keep each other informed as to the status of any required applications or proceedings relating to obtaining any of the Governmental Authorizations contemplated in Schedule 2.5(a), and provide each other with copies of all applications, notifications, filings and other communications in draft form, deleting information that is confidential, or on an external counsel-only basis, or as may be agreed by the Parties in writing. The Parties shall not participate, or permit their respective Affiliates to participate, in any substantive meeting or discussion, either in person or by telephone with any Governmental Authority in connection with the consummation of the transactions contemplated by this Agreement unless they consult with each other in advance and, to the extent not prohibited by such Governmental Authority, give each other the opportunity to attend and participate.
- (c) Notwithstanding any other provision of this Agreement, the Parties shall use commercially reasonable efforts to obtain Competition Act Approval without delay. Without limiting the generality of the foregoing:
 - (i) The Purchaser shall promptly, and unless otherwise agreed to by the Parties, not later than that date which is ten (10) Business Days after the date of signing of this Agreement, submit an application for an Advance Ruling Certificate under Section 102 of the *Competition Act* with respect to the transactions contemplated by this Agreement (“**ARC Application**”). Unless otherwise agreed to by the Parties, the Purchaser and the Vendor shall submit the notice required under section 114 of the *Competition Act* not later than that date which is ten (10) Business Days after the date the Purchaser submits the ARC Application.
 - (ii) The Parties shall coordinate and cooperate in exchanging such information and assistance as may be reasonably requested by each other in order to prepare the notice required under section 114 of the *Competition Act*, the ARC Application and as otherwise may be necessary in order to obtain Competition Act Approval. The Parties shall promptly notify each other and provide the other a copy of any material communication from the Commissioner and supply to the Commissioner as promptly as practicable any additional information and documentary material that may be reasonably requested or required. Each Party shall permit the other Party or its external counsel, as appropriate, to review in advance any proposed

material written communication or documentation to the Commissioner and shall discuss with the other Party any proposed material verbal communication to the Commissioner. None of the Parties shall participate in any telephone discussion or in person meeting of a material and substantive nature with the Commissioner in relation to the transactions contemplated by this Agreement unless it consults with the other Party in advance and, to the extent permitted by law, provides the other Party the opportunity to attend and participate thereat, provided however that nothing in this Agreement requires any Party to share with another Party or its external legal counsel any information that relates to the valuation of the proposed transactions contemplated by this Agreement.

- (iii) In the event that the Purchaser and/or the Vendors receive a supplementary information request pursuant to subsection 114(2) of the *Competition Act* (“SIR”) in connection with the transactions contemplated by this Agreement, the Purchaser and/or the Vendors, as applicable, shall use commercially reasonable efforts to respond to the SIR as soon as possible, and in any event, shall respond no later than fifty (50) days after receiving the SIR. For purposes of this provision, the Purchaser and/or the Vendors, as applicable, shall be deemed to have responded to any such SIR by providing a response that is in good faith believed to be in compliance and by certifying its compliance pursuant to section 118 of the *Competition Act* within the fifty (50) days day period.
- (iv) Notwithstanding any other provision of this Agreement, in the event that despite the Purchaser’s efforts to obtain Competition Act Approval without delay in accordance with this Agreement, the Commissioner advises the Purchaser prior to expiry of the applicable waiting period under section 123 of the Competition Act that he requires additional time to review the transactions contemplated by this Agreement and requests that the Purchaser provide a written undertaking to the Commissioner that the Closing will not occur prior to a particular date (a “**Timing Commitment**”), then, provided the Purchaser is in good faith discussions with the Commissioner to obtain Competition Act Approval, including negotiations regarding a potential divestiture remedy to resolve any concerns raised by the Commissioner with respect to the transactions contemplated by this Agreement, the Purchaser shall, with the consent of the Vendor (such consent not to be unreasonably withheld), provide a Timing Commitment to the Commissioner that delays Closing by 28 days from the date on which the applicable waiting period under section 123 of the Competition Act would otherwise expire. Any additional Timing Commitment that would result in a further delay to Closing shall be entered into only with the consent of the Purchaser and the Vendor, such consent not to be unreasonably withheld.
- (d) The \$50,000 filing fee for the Competition Act Approval shall be paid by the Purchaser. In the event that the Vendors receive a SIR, the Purchaser shall reimburse the Vendors’ reasonable and documented fees, costs and expenses,

including reasonable and documented legal fees that may be incurred in connection with responding to the SIR and otherwise representing the Vendor in connection with the Competition Act Approval process from the date the SIR is issued through the Closing, up to a maximum of [REDACTED]. Such reimbursement shall be paid by the Purchaser on an as incurred basis within five (5) Business Days of receiving a copy of an invoice reflecting such fees and expenses, by wire transfer to a bank account or accounts designated in writing to the Purchaser by the Vendors.

- (e) The Purchaser will promptly notify the Vendors and the Vendors will promptly notify the Purchaser upon:
 - (i) becoming aware of any Order or any complaint requesting an Order restraining or enjoining the execution of this Agreement or the consummation of the transactions contemplated under this Agreement; or
 - (ii) receiving any notice from any Governmental Authority of its intention:
 - (A) to institute a suit or proceeding to restrain or enjoin the execution of this Agreement or the consummation of the transactions contemplated by this Agreement; or
 - (B) to nullify or render ineffective this Agreement or such transactions if consummated.
- (f) Neither Party shall, and each shall cause its respective Affiliates not to, enter into any transaction, or any agreement to effect any transaction (including any merger or acquisition) or otherwise take any action that might reasonably be expected to make it more difficult, or to increase the time required, to obtain the Competition Act Approval.

9.8 Assumption of Obligations

At the Closing Time and conditional upon Closing, the Purchaser agrees to pay and be responsible for the Assumed Liabilities and the Permitted Encumbrances, to the extent that such liabilities and encumbrances: (a) are not payable to the Vendor or its Affiliates or any of their respective directors, officers, former directors or officers, shareholders or Employees other than Transferred Employees; and (b) consist of liabilities or encumbrances in respect of Transferred Employees or that arise out of events or circumstances that occur after the Closing Time or are to be performed after the Closing Time.

9.9 Employees

- (a) No less than fourteen (14) days prior to the Closing Date, the Purchaser shall offer employment in writing and in a form reasonably satisfactory to the Vendor, effective from the Closing Date, to all Employees who are Employees on the Closing Date at any Acquired Location, on terms and conditions of employment including salary, incentive compensation and benefits which are substantially similar in the aggregate for each individual Employee to those currently available

to each such individual Employee and the Purchaser shall recognize all past service of each Employee who becomes a Transferred Employee for all purposes, including participation in any benefit plan, vacation, any other service entitlements and any required notice of termination, termination or severance pay (whether contractual, statutory or at common law). The Vendor and the Purchaser shall exercise reasonable efforts to persuade the Employees to accept such offers of employment.

- (b) On or prior to the Closing Date, the Vendor shall terminate its employment of any Transferred Employee. The Vendor acknowledges and agrees that it is responsible for paying to the Transferred Employees on or prior to the Closing all wages, salary, accrued vacation pay and bonuses owed to such Transferred Employees on account of work performed prior to the Closing.
- (c) The Vendor shall retain all liabilities with respect to any and all Employees who are not Transferred Employees and the Purchaser shall have no liability in respect of any Employee Costs (and the Vendor agrees to indemnify and hold harmless the Purchaser with respect to such liabilities).

9.10 GST, HST, Sales Taxes and Transfer Taxes

The Purchaser shall pay directly to the appropriate Governmental Authority all sales and transfer taxes, registration charges and transfer fees payable in respect of the purchase and sale of the Purchased Assets under this Agreement and shall furnish proof of such payment to the Vendor provided however that the Purchaser shall be liable for and shall pay to the Vendor an amount equal to any tax payable by the Purchaser and collectible by the Vendor under the *Excise Tax Act* (Canada) and under any similar provincial or territorial legislation imposing a similar value-added or multi-staged tax. The Purchaser agrees to indemnify and save harmless the Vendor from and against any and all claims and demands for payment of the above mentioned transfer taxes, including penalties and interest thereon and any liability or costs incurred as a result of any failure to pay such transfer taxes when due.

9.11 Goods and Services Tax and Harmonized Sales Tax Election

To the extent permitted under subsection 167(1) of Part IX of the *Excise Tax Act* (Canada), and any equivalent or corresponding provision under any applicable provincial or territorial legislation imposing a similar value added or multi-staged tax, the Vendor and the Purchaser shall jointly elect that no tax be payable with respect to the purchase and sale of the Purchased Assets under this Agreement. The Vendor and the Purchaser shall make such election(s) in the prescribed form containing the prescribed information and the Purchaser shall, on a timely basis, file such election(s) in compliance with the requirements of the applicable legislation. The Purchaser shall indemnify and save harmless the Vendor from and against any such Tax imposed on the Vendor as a result of any failure or refusal by any Governmental Authority to accept any such election.

9.12 Accounts Receivable Election

In accordance with the requirements of the *Income Tax Act* (Canada), the regulations thereunder, the administrative practice and policy of the Canada Revenue Agency and any applicable

equivalent or corresponding provincial or territorial legislative, regulatory and administrative requirements, the Vendor and the Purchaser shall make and file, in a timely manner, a joint election(s) to have the rules in section 22 of the *Income Tax Act* (Canada), and any equivalent or corresponding provision under applicable provincial or territorial tax legislation, apply in respect of the Accounts Receivable that are the subject of such election, and shall designate therein that portion of the Purchase Price allocated to the Accounts Receivable that are the subject of such election in the Asset Allocation Schedule as the consideration paid by the Purchaser to the Vendor. The Purchaser and the Vendor shall prepare and file their respective Tax Returns in a manner consistent with such election.

9.13 Subsection 20(24) Election

If applicable, the Vendor and the Purchaser shall make and file, in accordance with the requirements of the *Income Tax Act* (Canada), the regulations thereunder, the administrative practice and policy of the Canada Revenue Agency and any applicable equivalent or corresponding provincial or territorial legislative, regulatory and administrative requirements, in a timely manner, a joint election(s) to have the rules in subsection 20(24) of the *Income Tax Act* (Canada), and any equivalent or corresponding provision under applicable provincial or territorial tax legislation, apply to the obligations of the Vendor in respect of undertakings which arise from the operation of the Business and to which paragraph 12(1)(a) of the *Income Tax Act* (Canada) applies. The Purchaser and the Vendor acknowledge that the Vendor is transferring assets to the Purchaser which have a value equal to the elected amount as consideration for the assumption by the Purchaser of such obligations of the Vendor.

9.14 Preservation of Books and Records

The Purchaser shall take all reasonable steps to preserve and keep the Books and Records of the Vendor and the Business delivered to it in connection with the completion of the transactions contemplated by this Agreement, including in respect of the conduct of the Business prior to the date of the Initial Order, for a period of six years from the Closing Date, or for any longer period as may be required by any Law or Governmental Authority, and shall make such records reasonably available to the Vendor, the Monitor or any trustee in bankruptcy of the Vendor on a timely basis, as may be required by it, including in connection with any administrative or legal proceeding that may be initiated by, on behalf of, or against the Vendor. Notwithstanding the foregoing, the Monitor shall retain a copy of any Books and Records delivered to the Purchaser in respect of this Agreement.

9.15 Risk of Loss

If the Purchased Assets are damaged or destroyed or appropriated, expropriated or seized by any Person, on or prior to the Closing Date, and if such acts or events:

- (a) in the aggregate have a Material Adverse Effect, then the Purchaser may, within 5 days of the Vendor providing the Purchaser with written notice of such acts or events, terminate this Agreement; or
- (b) in the aggregate do not have a Material Adverse Effect or, in the aggregate have a Material Adverse Effect but the Purchaser fails to give notice within the applicable time period in Section 9.15(a), then the representations and warranties

of the Vendor that are not true and correct in all material respects as of the Closing Date solely as a result of such damage, destruction, expropriation or seizure shall be deemed to be true and correct in all material respects as of the Closing Date, and any breach of any covenant of the Vendor that occurs solely as a result of such damage, destruction, expropriation or seizure shall be deemed cured, for all purposes under this Agreement and the Purchaser will complete the transactions contemplated by this Agreement without reduction of the Purchase Price. In such event all proceeds of insurance or compensation for expropriation or seizure in respect thereof will be payable to the Purchaser and all right and claim of the Vendor to any such amounts not paid by the Closing Date will be assigned to the Purchaser.

9.16 Submission to Jurisdiction

- (a) Each Party submits to the exclusive jurisdiction of the Court in any action, application, reference or other proceeding arising out of or relating to this Agreement and consents to all claims in respect of any such action, application, reference or other proceeding being heard and determined in the Court.
- (b) The Parties shall not raise any objection to the venue of any action, application, reference or other proceeding arising out of or relating to this Agreement in the Court, including the objection that the proceedings have been brought in an inconvenient forum.
- (c) The Vendor irrevocably appoints Osler, Hoskin & Harcourt LLP (the “**Process Agent**”), with an office as of the date of this Agreement at Suite 6300, First Canadian Place, Toronto, Ontario, for the attention of Marc Wasserman as its agent to receive on behalf of it and its property, service of any documents by which any action, application, reference or other proceeding arising out of or relating to this Agreement is commenced. Such service may be made by delivering a copy of such documents to the Vendor in care of the Process Agent at the Process Agent’s above address or as notified pursuant to the notice provisions of this Agreement, and the Vendor irrevocably authorizes and directs the Process Agent to accept such service on its behalf.
- (d) A final judgment in any such action, application or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by law.

9.17 Bulk Sales and Retail Sales Tax Waiver

The Purchaser shall not require the Vendor to comply, or to assist the Purchaser to comply, with the requirements of (a) the *Bulk Sales Act* (Ontario) and any other applicable provincial or territorial bulk sales legislation or (b) section 6 of the *Retail Sales Tax Act* (Ontario) and any equivalent or corresponding provisions under any other applicable legislation in respect of the purchase and sale of the Purchased Assets under this Agreement.

9.18 Change and Use of Name

- (a) Vendor agrees to, with effect immediately following the Closing Time, change its name and the name of any of its or Affiliates which include the words “Cash Store” and/or “Instaloans” to a name which does not include the words “Cash Store” and/or “Instaloans” or any part thereof or any similar words. From and after the Closing Time, Vendor covenants and agrees that neither Vendor nor any of its Affiliates will use the words “Cash Store” and/or “Instaloans” or any part thereof or any similar words indicating that the Business of the Vendor is so carried on.
- (b) Notwithstanding Section 9.18(a), (i) the Vendor and the Monitor shall, for the duration of the CCAA proceedings, have the right to use the words “Cash Store” and/or “Instaloans” (provided that both shall be qualified using the phrase “formerly known as” preceding all uses) and the Intellectual Property identified in Schedule 1.1(h) as are reasonably necessary for the Vendor and the Monitor to perform their duties and obligations pursuant to, and to exercise any authority under, Applicable Law, this Agreement and any agreements in respect thereof, the Initial Order, the Approval and Vesting Order, any claims procedure Order issued by the Court and any other Order issued by the Court, provided that no other business shall be carried on under such names or using such Intellectual Property; and (ii) the Vendor shall have the right to collect Accounts Receivable in respect of the Excluded AR Locations using the words “Cash Store” and/or “Instaloans”, provided that both shall be qualified using the phrase “formerly known as” preceding all uses.

9.19 Accounts Receivable Payments

If Vendor receives any payment on account of the Accounts Receivable (other than any Accounts Receivable related solely to the Excluded AR Locations) following the Closing, Vendor shall turn over such payment to the Purchaser within three (3) Business Days of receipt of such payment. Any payment made pursuant to this Section 9.19 shall be made by wire transfer of immediately available federal funds to an account designated by the Purchaser.

ARTICLE 10 TERMINATION

10.1 Termination Rights

This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of the Vendor and the Purchaser, in which case each of them shall be released from all of its obligations under this Agreement, except for its obligations pursuant to Sections 11.1, 11.2, 11.3 and 11.5;
- (b) by the Purchaser, by written notice to the Vendor and the Monitor, if any of the conditions precedent contained in Article 7 or Article 9 (if in favour of the Purchaser) have not been satisfied or waived by no later than [REDACTED] (the

“**Outside Date**”), or such later date as the Parties may agree; provided that the Purchaser is not in breach of its obligations hereunder, in which case the Purchaser shall be released from all of its obligations under this Agreement (except for its obligations pursuant to Sections 11.1, 11.2, 11.3 and 11.5) and the Vendor shall also be released from all of its obligations under this Agreement (except for its obligations pursuant to Sections 11.1, 11.2, 11.3 and 11.5);

- (c) by the Vendor, by written notice to the Purchaser and the Monitor, if any of the conditions precedent contained in **Article 8** or **Article 9** (if in favour of the Vendor) have not been satisfied or waived by no later than the Outside Date, or such later date as the Parties may agree; provided that the Vendor is not in breach of its obligations hereunder, in which case the Vendor shall be released from all of its obligations under this Agreement (except for its obligations pursuant to Sections 11.1, 11.2, 11.3 and 11.5) and the Purchaser shall also be released from all of its obligations under this Agreement (except for its obligations pursuant to Sections 11.1, 11.2, 11.3 and 11.5); and
- (d) by the Purchaser, by written notice to the Vendor and the Monitor, upon the occurrence of any Material Adverse Effect.

ARTICLE 11 GENERAL

11.1 Monitor’s Capacity

The Parties acknowledge and agree that the Monitor, acting in its capacity as the Monitor of the Vendor in the CCAA Proceedings, will have no liability in connection with this Agreement (including in relation to any information or data provided by the Monitor in connection with this Agreement) whatsoever in its capacity as Monitor, in its personal capacity or otherwise.

11.2 Chief Restructuring Officer

In executing this Agreement and making any representation, warranty or certification hereunder, the Chief Restructuring Officer has inquired of the Vendor’s senior management and has informed himself through and relied upon the results of such inquiry. The Chief Restructuring Officer has not examined any other person, reviewed any other document, or otherwise attempted to verify the accuracy or completeness of the information that has been provided to the Chief Restructuring Officer through the inquiries made of senior management. All representations, warranties and certifications made in respect of this Agreement are expressly qualified by the actual knowledge of the Chief Restructuring Officer based on the inquiries made to date by the Chief Restructuring Officer, and it is acknowledged by the Purchaser that the Chief Restructuring Officer shall have no personal liability whatsoever for the execution of this Agreement, any matter contained in this Agreement or any of the representations, warranties, covenants or certifications made herein; provided however that the Chief Restructuring Officer shall exercise the powers granted to the Chief Restructuring Officer under the Initial Order to cause the Vendor to perform the Vendor’s obligations under this Agreement.

11.3 Releases

At the Closing Time or upon termination of this Agreement, the Purchaser releases the Chief Restructuring Officer, the Monitor, any of their Affiliates and any partner, employee, officer, director, accountant, agent, financial, legal or other representative of any of the Vendor, the Chief Restructuring Officer, the Monitor or any of their Affiliates, from any and all Claims, known or unknown, that the Purchaser may have against such Person relating to, arising out of, or in connection with the negotiation and execution of this Agreement, the transactions contemplated hereunder and any proceedings commenced with respect to or in connection therewith provided, however, that nothing in this Section 11.3 shall release the foregoing persons from the obligation to return the Deposit to the Purchaser in accordance with Section 3.3.

11.4 Public Notices

The Parties shall jointly plan and co-ordinate any public notices, press releases, and any other publicity concerning the transactions contemplated by this Agreement and no Party shall act in this regard without the prior approval of the other, such approval not to be unreasonably withheld, except:

- (a) where required to meet timely disclosure obligations of any Party under Laws (including the CCAA) or stock exchange rules in circumstances where prior consultation with the other Party is not practicable and a copy of such disclosure is provided to the other Party; and
- (b) in the case of the Vendor's communication made to the Vendor's Employees affected by such transaction.

11.5 Expenses

Except as otherwise provided in this Agreement, each of the Parties shall pay their respective legal, accounting, and other professional advisory fees, costs and expenses incurred in connection with the purchase and sale of the Business and the Purchased Assets and the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement and any other costs and expenses incurred. The Purchaser shall be responsible for all application fees related to any Governmental Authorization, including any Governmental Authorization contemplated in Schedule 2.5(a), including, if required, Competition Act Approval, and any other licenses from payday lending regulators in any jurisdiction necessary for the operation of the Business.

11.6 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "Notice") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail:

- (a) in the case of a Notice to the Vendor at:

- 46 -

The Cash Store Financial Services Inc.
15511 123 Avenue
Edmonton, AB T5V 0C3

Attention: William E. Aziz
Court-appointed Chief Restructuring Officer

Fax: (905) 849-4248
E-mail: baziz@bluetreeadvisors.com

With a copy to

Osler, Hoskin & Harcourt
Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8

Attention: Marc Wasserman & Patrick Riesterer

Fax: (416) 862-6666
E-mail: mwasserman@osler.com / priesterer@osler.com

(b) in the case of a Notice to the Monitor at:

FTI Consulting Canada Inc.
TD South Tower
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Attention: Greg Watson & Jeffrey Rosenberg

Fax: (416) 649-8101
E-mail: greg.watson@fticonsulting.com /
jeffrey.rosenberg@fticonsulting.com

With a copy to

McCarthy Tétrault LLP
66 Wellington Street West, Suite 5300
Toronto, ON M5K 1E6

Attention: James Gage & Heather Meredith

Fax.: (416) 868-0673
E-mail: jgage@mccarthy.ca / hmeredith@mccarthy.ca

(c) in the case of a Notice to the Purchaser at:

National Money Mart Company
c/o Dollar Financial Group, Inc.

- 47 -

1436 Lancaster Ave, Suite 300
Berwyn, PA 19312

Attention: Mark Prior, General Counsel

Fax: 610-644-4842
E-mail: Mark.Prior@DFG.com

With a copy to

Davies Ward Phillips & Vineberg LLP
1501 McGill College, Suite 2600
Montreal, QC H3A 3N9

Attention: Elliot Greenstone

Fax: (514) 841-6499
E-mail: egreenstone@dwpv.com

and

King & Spalding
1180 Peachtree Street, NE
Atlanta, GA 30309

Attention: Austin Jowers

Fax: (404) 572-5131
E-mail: ajowers@kslaw.com

Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day.

Any Party may, from time to time, change its address by giving Notice to the other Parties in accordance with the provisions of this Section.

11.7 Assignment

No Party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Purchaser may assign all of its rights, benefits, duties and obligations under this Agreement in whole or in part, without the consent of Vendor, to any Affiliate of Purchaser, whereupon the assignee shall be liable for all of the obligations of Purchaser under this Agreement; provided, however, that any such assignment shall not relieve Purchaser from any of its obligations hereunder.

11.8 Enurement; No Third Party Beneficiaries

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns. This Agreement is solely for the benefit of the Parties hereto and nothing contained herein, express or implied, is intended to confer on any Person other than the Parties hereto, the Monitor (solely with respect to Sections 11.1 and 11.3), the CRO (solely with respect to Sections 11.2 and 11.3) and their successors and permitted assigns, any rights, remedies, obligations, Claims or causes of action under or by reason of this Agreement.

11.9 Amendment

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

11.10 Further Assurances

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Closing provided that the costs and expenses of any actions taken after Closing at the request of a Party shall be the responsibility of the requesting Party.

11.11 Execution and Delivery

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles together constitute one and the same agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS OF WHICH the Parties have executed this Agreement.

THE CASH STORE FINANCIAL SERVICE INC.

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

THE CASH STORE INC.

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

INSTALOANS INC.

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

5515433 MANITOBA INC.

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

TCS CASH STORE INC.

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

7252331 CANADA INC.

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

1693926 ALBERTA LTD.

By: William E. Aziz

Name: William E. Aziz

Title: Chief Restructuring Officer

NATIONAL MONEY MART COMPANY


By: 
Name: MARK PRIOR
Title: Senior Vice President & Secretary

EXHIBIT “F”

**THIS IS EXHIBIT "F" TO THE AFFIDAVIT
OF WILLIAM E. AZIZ SWORN BEFORE ME
ON THIS 8th DAY OF OCTOBER, 2014.**



A commissioner for taking Affidavits

Mary Peterson

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (the “**Agreement**”) is made as of this ■ day of October, 2014 (the “**Effective Date**”),

BETWEEN:

NATIONAL MONEY MART COMPANY, a corporation governed by the laws of Nova Scotia,

(the “**Purchaser**”)

- and -

THE CASH STORE FINANCIAL SERVICES INC., a corporation governed by the laws of Ontario (“**CSF**”),

- and -

Each of the subsidiaries of CSF parties hereto

(together with CSF and each individually, the “**Vendor**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated of the 8th day of October, 2014, between the Vendor and the Purchaser (the “**Purchase Agreement**”), the Purchaser has agreed to purchase the Purchased Assets from the Vendor on the terms and conditions set forth therein;

AND WHEREAS, as contemplated by Section 7.7 of the Purchase Agreement, the parties agreed to enter into this Agreement pursuant to which the Vendor will provide to the Purchaser certain services required by the Purchaser in connection with the conduct of the Business relating to the Purchased Assets (the “**Purchased Business**”) on a transitional basis from and after the Closing Date, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

ARTICLE 1
INTERPRETATION

1.1 **Definitions**

For the purposes of this Agreement, unless the context otherwise requires, capitalized terms shall have the respective meanings set out below and grammatical variations of

such terms shall have corresponding meanings. All other capitalized terms used herein and otherwise undefined shall have the meaning ascribed thereto in the Purchase Agreement.

1.2 Rules of Construction

Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:

- a) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- b) references to an “Article”, “Section”, “Schedule” or “Exhibit” followed by a number or letter refer to the specified Article or Section of or Schedule or Exhibit to this Agreement;
- c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- d) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders;
- e) the word “including” is deemed to mean “including without limitation”;
- f) the terms “party” and “the parties” refer to a party or the parties to this Agreement;
- g) any reference to this Agreement means this Agreement as amended, modified, replaced or supplemented from time to time; and
- h) unless otherwise indicated, all dollar amounts refer to Canadian dollars.

1.3 Entire Agreement

This Agreement and the Purchase Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein or therein.

1.4 Time of Essence

Time shall be of the essence of this Agreement.

1.5 Governing Law and Submission to Jurisdiction

(a) This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

(b) Each of the parties irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

1.6 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

ARTICLE 2 DESCRIPTION OF TRANSITION SERVICES

2.1 Transition Services Generally

From the Closing Date through the Termination Date, the Vendor agrees to provide the Purchaser with the Transition Services in order to facilitate the uninterrupted transfer and continued operation of the Purchased Business. The intent of this Agreement is to enable the Purchaser to receive certain services from the Vendor on an interim basis in order to (i) permit the Purchaser to continue the uninterrupted operation of the Purchased Business, and (ii) assist in an orderly transfer of the Purchased Business from the Vendor to the Purchaser.

2.2 Transition Services

The Transition Services to be supplied (or caused to be supplied) to the Purchaser by the Vendor shall consist of the Transition Services identified on Schedule 2.2 attached hereto, as such Schedule 2.2 may from time to time be amended, supplemented or modified in accordance with the provisions of this Agreement. Schedule 2.2 includes a brief description of each Transition Service to be provided and the expected duration of time during which it shall be provided. The Purchaser shall pay the Vendor for the Transition Services based on the fees set forth in Schedule 2.2 attached hereto.

2.3 Standard of Performance.

The Vendor shall provide the Transition Services with reasonable skill and care. Notwithstanding the foregoing, the standard of care for provision of the Transition Services shall be no less than the level of care, skill and quality as are currently being provided by the Vendor to the Purchased Business immediately prior to the Effective Date.

2.4 Consents

Other than the approval of the Court, the Vendor represents that no material third party consents, licenses, sublicenses, approvals, authorizations, exemptions or other permissions are required or necessary for the performance of the Transition Services hereunder.

2.5 Additional Transition Services

The parties acknowledge and agree that it is impracticable to create an exhaustive list of Transition Services needed to facilitate an orderly transition of the Purchased Business and, accordingly, Schedule 2.2 presents a general outline of the scope of the Transition Services to be provided by the Vendor, either directly or on its behalf by a third party, and, if the Purchaser requests that additional services be provided that are not services within the scope of the Transition Services provided hereunder, but were otherwise provided to the Purchased Business as of the Closing Date, the Vendor, either directly or through a third party, shall use commercially reasonable efforts to provide such additional services (for a reasonable fee to be mutually agreed upon by the parties) upon the terms set forth in this Agreement to facilitate the orderly transition of the operation of the Purchased Business to the Purchaser.

2.6 Vendor's Personnel

The Vendor shall ensure that the Transition Services are, at all times, provided by a sufficient number of adequately qualified employees and personnel with the experience and training to perform the Transition Services in accordance with its obligations hereunder.

2.7 Payments and Liabilities

Neither party shall make payments or incur liabilities for which it will seek reimbursement from, or assumption of charges by, the other party (unless such other party is required hereunder to make a payment which it has not timely made) without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. A violation of this provision will result in the other party not being obligated to make the payment or perform the liability.

ARTICLE 3
PAYMENT**3.1 Payment**

The Purchaser shall pay for the Transition Services the fee set out in Schedule 2.2 for such services weekly in advance on Monday of each week during the Term. Payment shall

be made by wire transfer of immediately available funds. Such fee shall be reduced, by the parties acting reasonably, upon the termination of any Transition Service and/or specific personnel providing such Transition Service. Notwithstanding the foregoing, with respect to any Transition Services provided to the Vendor and/or the Purchaser by a third party (e.g., DirectCash), the Purchaser (at its option and in its sole discretion) may pay directly to such third party any amounts owed by the Vendor to such third party on account of such Transition Services (and the amount payable by the Purchaser to the Vendor pursuant to this Section 3.1 shall reduce any duplicative payment obligation set forth herein on a dollar for dollar basis).

ARTICLE 4

TERMS AND TERMINATION

4.1 Term

This Agreement shall commence on the Effective Date and shall remain in effect, with respect to each Transition Service, for a period stipulated in Schedule 2.2 and/or with respect to any specific personnel providing any Transition Service (as it relates to each Transition Service, the “**Expiry Date**”), unless earlier terminated under Section 4.2 hereof. The “**Term**” of this Agreement shall be from the Effective Date until the date that, with respect to each and every Transition Service, either the Expiry Date has occurred or the Purchaser has provided a termination notice in accordance with Section 4.2 (such date, the “**Termination Date**”).

4.2 Notice of Termination

The Purchaser may terminate any Transition Service and/or any specific personnel providing the Transition Service at any time by written notice with such Transition Service and/or personnel to be terminated effective as of close of business on the following [**Sunday**] of such week, in which case Schedule 2.2 shall be deemed amended by the termination of such Transition Service and/or personnel.

4.3 Consequences of Termination

Upon termination of any Transition Services, the Vendor shall return any of the Books and Records held by the Vendor in connection with such Transition Service, as soon as reasonably practicable, as directed by the Purchaser. In addition, upon the termination of any Transition Services which involve the compilation of data on a computer system, the Vendor shall deliver to the Purchaser, as soon as reasonably practicable, as directed by the Purchaser, on backup/recovery media in a standard available computer format, copies of all computer data files maintained by the Vendor to the extent that they contain information which is the property of the Purchaser, together with printed descriptions sufficient to identify such data files and their contents and structure.

ARTICLE 5
CONFIDENTIALITY

5.1 **Confidentiality**

In accordance with the terms of the Confidentiality Agreement, the Vendor shall not, and shall cause its employees, agents, consultants, subcontractors and other personnel not to, directly or indirectly, disclose or use any confidential information of the Purchaser obtained in the course of providing the Transition Services without Purchaser's prior written consent.

5.2 **Survival**

The obligations of the Vendor under this Article 5 shall survive the expiration or earlier termination of this Agreement and remain subject to the terms of the Confidentiality Agreement.

ARTICLE 6
MISCELLANEOUS

6.1 **Assignment**

No Party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Purchaser may assign all of its rights, benefits, duties and obligations under this Agreement in whole or in part, without the consent of the Vendor, to any Affiliate of Purchaser, whereupon the assignee shall be liable for all of the obligations of Purchaser under this Agreement; provided, however, that any such assignment shall not relieve Purchaser from any of its obligations hereunder.

6.2 **Successors and Assigns**

This Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the parties and, where the context so permits, their respective successors and permitted assigns.

6.3 **Relationship of the Parties**

In all matters relating to this Agreement, each party shall be solely responsible for the acts of its employees, representatives and agents. Employees, representatives and agents of one party shall not be considered employees, representatives or agents of the other party. Except as otherwise provided herein, no party shall have any right or authority to create any obligation, express or implied, on behalf of the other party. The parties hereto shall act as independent contractors and shall not be deemed to be in a partnership or joint venture with each other.

6.4 **Force Majeure**

No party hereunder shall be liable to another for its failure to perform hereunder caused by contingencies beyond its reasonable control, including, but not limited to, acts of god,

fire, flood, wars, acts of terrorism, sabotage, strike, government actions and any other similar occurrence beyond the non-performing party's reasonable control. Any party asserting its inability to perform any obligation hereunder for any such contingency shall promptly notify the other party of the existence of any such contingency, and shall diligently attempt to resolve such contingency and to re-commence its performance of such obligation as soon as commercially practicable.

6.5 Specific Performance.

The parties acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy and accordingly the parties agree that, in addition to any other remedies, each shall be entitled to enforce the terms of this Agreement by a decree of specific performance (or injunctive relief or other equitable remedies) without the necessity of proving the inadequacy of money damages as a remedy.

6.6 Notices

Section 11.6 of the Purchase Agreement is hereby incorporated herein by reference, *mutatis mutandis*. All notices and other communications hereunder shall be in writing and shall be deemed given as set forth, and at the times specified, in the Purchase Agreement.

6.7 Amendments

No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party, it being understood that the termination of any Transition Service pursuant to Section 4.2 shall be deemed to amend Schedule 2.2 to reflect the termination of such Transition Service without any further action by either party. No delay or omission by any party in exercising any right, power or remedy provided by law or under this Agreement shall affect that right, power or remedy or operate as a waiver thereof, the single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy and the rights, powers and remedies provided in this Agreement are exclusive of any rights, powers and remedies otherwise provided by law.

6.8 Execution and Delivery

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles together constitute one and the same agreement.

In executing this Agreement, the Chief Restructuring Officer has inquired of the Vendor's senior management and has informed himself through and relied upon the results of such inquiry. The Chief Restructuring Officer has not examined any other person, reviewed any other document, or otherwise attempted to verify the accuracy or completeness of the information that has been provided to the Chief Restructuring Officer through the inquiries made of senior management. It is acknowledged by the Purchaser that the Chief Restructuring Officer shall have no personal liability whatsoever for the execution of this Agreement, any matter

contained in this Agreement or any of the representations, warranties, covenants or certifications made herein; provided however that the Chief Restructuring Officer shall exercise the powers granted to the Chief Restructuring Officer under the Initial Order to cause the Vendor to perform the Vendor's obligations under this Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

**THE CASH STORE FINANCIAL
SERVICE INC.**

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

THE CASH STORE INC.

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

INSTALOANS INC.

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

5515433 MANITOBA INC.

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

TCS CASH STORE INC.

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

7252331 CANADA INC.

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

1693926 ALBERTA LTD.

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

SCHEDULE 2.2

Transition Services

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., 1693926 Alberta Ltd. doing business as "The Title Store"

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF WILLIAM E. AZIZ
(Sale Approval and Vesting Order)**

Osler, Hoskin & Harcourt LLP
1 First Canadian Place
P.O. Box 50
Toronto, ON M5X 1B8

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

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

Counsel for the Chief Restructuring Officer

TAB 3

Revised: ~~January 21, 2014~~ Appendix A

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

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

THE HONOURABLE _____) ~~WEEKDAY~~ WEDNESDAY, THE #15th
JUSTICE _____ MORAWETZ) DAY OF MONTH OCTOBER, ~~20~~ YR 2014

BETWEEN:

PLAINTIFF

Plaintiff

~~—and—~~

DEFENDANT

Defendant

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

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

APPLICANTS

APPROVAL AND VESTING ORDER

THIS MOTION, made by [~~RECEIVER'S NAME~~] in its capacity as the Court appointed receiver (the "Receiver") of the undertaking, property and assets of [~~DEBTOR~~] (the "Debtor" The Cash Store Financial Services, Inc. ("Cash Store Financial") and its affiliated companies The Cash Store Inc., TCS Cash Store Inc., Instaloans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd. doing business as "The Title Store"

Draft

DOCSTOR-120102714

(collectively "Cash Store" or the "Applicants") for an order approving the proposed sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Asset Purchase Agreement") between the Receiver and [NAME OF PURCHASER] (the "among the Applicants, as vendors, and National Money Mart Company (the "Purchaser") dated [DATE]"), as purchaser, made as of October 8, 2014, and appended in redacted form to the Report of the Receiver dated [DATE] Affidavit of William E. Aziz dated October 8, 2014 (the "Report "Aziz Sale Approval Affidavit"), and vesting in the Purchaser the ~~Debtor's~~ Applicants' right, title and interest in and to the ~~assets described in the Sale Agreement (the "Purchased Assets")~~ as defined in the Asset Purchase Agreement, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the ~~Report~~ Aziz Sale Approval Affidavit, and the Eleventh Report of FTI Consulting Canada Inc. in its capacity as Monitor (the "Monitor"), and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~, ~~no one appearing for any~~ BlueTree Advisors Inc. in its capacity as the Court-appointed Chief Restructuring Officer (the "CRO") of the Applicants, the DIP Lenders (as defined in the Order of this Court dated August 7, 2014), the Monitor, the Ad Hoc Committee and such other counsel present, no other person on the service list appearing although ~~properly~~ duly served as appears from the affidavit of [NAME] service sworn [DATE] filed[†] October 8, 2014:

[†] This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.

Draft

DOCSYOR-120102714

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof, except as provided herein.

DEFINITIONS

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

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

3. ~~1.~~ THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the ~~Sale~~Asset Purchase Agreement by the ~~Receiver~~³CRO, for and on behalf of the Applicants, is hereby authorized and approved, with such minor amendments as the ~~Receiver~~CRO, in consultation with the Monitor, may deem necessary. ~~The Receiver is~~The Applicants, as directed by the CRO, are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser or such other person(s) as the Purchaser may direct and the Monitor may agree.

² ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

Draft

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

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

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² ~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

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

7. 2.—THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver~~Monitor~~'s certificate to the Purchaser substantially in the form attached as Schedule ~~AB~~ hereto (the "~~Receiver~~"Monitor's Certificate"), all of the ~~Debtor's~~Applicants' right, title and interest in and to the Purchased Assets described in the Sale Agreement [and listed on Schedule B hereto]⁴ shall vest, including, without limitation, (a) the Applicants' rights, title and interest in and to any Section 11.3 Assigned Contracts and any other Assigned Contracts for which all parties consent to the assignment, including leases of real property; and (b) the Applicants' rights, title and interest in and to any Books and Records (including, any and all Customer Lists), shall vest, without further instrument of transfer or assignment, absolutely in the Purchaser, free and clear of and from any and all ownership claims, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, pledges, trusts, constructive trusts or deemed trusts (whether contractual, statutory, or otherwise), encumbrances, obligations, liabilities, claims (including, without limitation, any claim based on any theory that the Purchaser is a successor or continuation of the Applicants or the Business), demands, guarantees, restrictions, contractual commitments, rights, including without limitation, rights of first refusal and rights of set-off, liens, executions, levies, charges, or other financial or monetary claims, adverse claims, or rights of use, puts or

⁴ To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.

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forced sale provisions exercisable as a consequence of or arising from closing of the Transaction, whether arising prior to or subsequent to the commencement of the CCAA proceedings, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, legal, equitable, possessory or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE] Morawetz dated April 14, 2014, as amended and restated April 15, 2014, and any subsequent charges created by the Court; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) Permitted Encumbrances and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby released, extinguished, expunged and discharged as against the Purchased Assets.

8. ~~3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*]⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real~~

⁵ The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

⁶ Elect the language appropriate to the land registry system (Registry vs. Land Titles).

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Property”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto. delivery of the Monitor’s Certificate all of the rights and obligations of the Applicants under the Section 11.3 Assigned Contracts shall be assigned to the Purchaser pursuant to Sections 2.5 and 9.2 of the Asset Purchase Agreement and pursuant to Section 11.3 of the CCAA; provided, however, that if the Purchaser, in accordance with Section 2.6 of the Asset Purchase Agreement, provides written notice to the Applicants that it no longer desires to acquire certain Purchased Assets or Acquired Locations and such Purchased Assets or Acquired Locations constitute Excluded Assets at the Closing, then the rights and obligations of the Applicants under any contracts associated with such Purchased Assets or Acquired Locations, regardless of whether they would otherwise be Section 11.3 Assigned Contracts, shall not be assigned to the Purchaser.

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

10. THIS COURT ORDERS that each counterparty to the Section 11.3 Assigned Contracts assigned pursuant to this Order is permanently prohibited from exercising any right or remedy under such Section 11.3 Assigned Contracts, including termination of such Contracts, by reason of any defaults thereunder arising from these CCAA proceedings or the insolvency of the Applicants, the assignment of the Section 11.3 Assigned Contracts to the Purchaser, or any failure of the

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Applicants to perform a non-monetary obligation under such Section 11.3 Assigned Contracts, or as a result of any actions taken pursuant to or as a result of the Asset Purchase Agreement, including the assignment of the Section 11.3 Assigned Contracts. All notices of default and demands given in connection with any such defaults under, or non-compliance with such Section 11.3 Assigned Contracts, including any non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied in any assigned Section 11.3 Assigned Contract, shall be deemed to have been waived and/or rescinded, as the case may be, and shall be of no further force or effect.

11. THIS COURT ORDERS that as a condition of the Closing, all existing monetary defaults in relation to the assigned Section 11.3 Assigned Contracts, other than those arising by reason of the Applicants' insolvency, the commencement of these CCAA proceedings, or the Applicants' failure to perform a non-monetary obligation, shall be paid in accordance with Section 2.5 of the Asset Purchase Agreement.

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

13. 4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver~~Monitor~~'s Certificate all

⁷ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale⁸, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

15. THIS COURT ORDERS that the Purchaser shall be entitled to a first priority charge (the "Purchaser's Charge") over the funds paid to the Monitor by the Purchaser in respect of the AR Purchase Amount, the TPL Purchase Amount and the PE&D Purchase Amount to serve as security for the payment of any Purchase Price adjustment in respect of the AR Purchase Amount, TPL Purchase Amount or PE&D Purchase Amount owing to the Purchaser pursuant to Section 3.5 of the Asset Purchase Agreement. The Purchaser's Charge shall be deemed to be discharged when the Final Closing Statement is finally determined and any amounts the Applicants are required to pay to the Purchaser in respect of the Final Closing Statement are paid.

16. ~~6.~~ THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the ~~Receiver~~Monitor and/or CRO is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the ~~Debtor's past and current~~Applicants' employees, including personal information of those employees listed on Schedule "~~4.9~~4.9 to the ~~Sale~~Asset Purchase Agreement. The Purchaser shall maintain and protect the privacy of such

⁸ ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Applicants.

17. ~~7.~~ THIS COURT ORDERS that, notwithstanding:

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~Applicants and shall not be void or voidable by creditors of the ~~Debtor~~Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

19. THIS COURT ORDERS that the execution of the Transition Services Agreement by the CRO, substantially in the form attached to the Aziz Sale Approval Affidavit, for and on behalf of the Applicants, is hereby authorized and approved, with minor amendments as the Applicants, at

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the direction of the CRO and in consultation with the Monitor, may deem necessary. The Applicants, at the direction of the CRO, are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to carry out the terms of the Transition Services Agreement.

APPROVAL OF MONITOR'S REPORT

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

SEALING

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

GENERAL PROVISIONS

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

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

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

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Revised: January 21, 2014

Schedule A – Form of Receiver’s Certificate Assigned Contract Notice

ASSIGNED CONTRACT NOTICE

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

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

APPLICANTS

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

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

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

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

In addition, pursuant to paragraph 10 of the Approval and Vesting Order, each counterparty to an assigned Section 11.3 Assigned Contract is prohibited from exercising any right or remedy under such Section 11.3 Assigned Contract by reason of any defaults thereunder arising from these

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CCAA proceedings or the insolvency of the Applicants, the assignment of such Section 11.3 Assigned Contracts or any failure of the Applicants to perform a non-monetary obligation under the Section 11.3 Assigned Contracts, or as a result of any actions taken pursuant to or as a result of the Asset Purchase Agreement. All notices of default and demands given in connection with any such defaults under or non-compliance with such Section 11.3 Assigned Contracts shall be deemed to have been rescinded and shall be of no further force or effect.

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

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

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

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

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Schedule B – Form of Monitor’s CertificateCourt File No. _____CV-14-10518-00CL**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN:

PLAINTIFF

Plaintiff

-and-

DEFENDANT

Defendant

**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****RECEIVER/MONITOR’S CERTIFICATE****RECITALS**

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~Justice Morawetz of the Ontario Superior Court of Justice (the “~~Court~~”) dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~“Court”) dated April 14, 2014, as amended and restated April 15, 2014, FTI Consulting Canada Inc. was appointed as the receiver (the “Receiver”) of the ~~undertaking, property and assets of [DEBTOR]~~ (the “Debtor”) monitor (the “Monitor”) in connection with the CCAA proceedings.

B. Pursuant to an Order of the Court dated ~~[DATE]~~October 9, 2014 (the “Approval and Vesting Order”), the Court approved the agreement of purchase and sale ~~made as of [DATE OF~~

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~~AGREEMENT]~~ (the "Sale (the "Asset Purchase Agreement") ~~between the Receiver [Debtor] and [NAME OF PURCHASER] (the "~~ among the Applicants, as vendors, and National Money Mart Company (the "Purchaser")"), as purchaser, made as of October 8, 2014, and provided for the vesting in the Purchaser of the ~~Debtor's~~ Applicants' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ReceiverMonitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section~~ Article 7 and Article 8 of the SaleAsset Purchase Agreement have been satisfied or waived by the ReceiverApplicants and the Purchaser; and (iii) the Transaction has ~~been completed~~ closed to the satisfaction of the ReceiverMonitor, in consultation with the CRO.

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

THE RECEIVERMONITOR CERTIFIES the following:

1. The Purchaser has paid and the ReceiverMonitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the SaleAsset Purchase Agreement;
2. The conditions to Closing as set out in ~~section~~ Article 7 and Article 8 of the SaleAsset Purchase Agreement have been satisfied or waived by the ReceiverApplicants and the Purchaser; and
3. The contracts listed on the attached Schedule have been assigned by the Applicants to the Purchaser either with the consent of the counterparty to such contracts or pursuant to the procedures set out in paragraphs 5 and 6 of the Approval and Vesting Order with respect to assigned Section 11.3 Assigned Contracts.
4. The Transaction has been completed to the satisfaction of the ReceiverMonitor.

~~4-5~~ This Certificate was delivered by the ReceiverMonitor at _____ [TIME] on _____ [DATE].

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~~[NAME OF RECEIVER], in its capacity as Receiver of the undertaking, property and assets of [DEBTOR]~~FTI Consulting Canada inc., in its capacity as Monitor of The Cash Store Financial Services, Inc. ("Cash Store Financial") and its affiliated companies The Cash Store Inc., TCS - Cash Store Inc., Instaloes Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd. doing business as "The Title Store", and not in its personal capacity

Per: _____

Name:

Title:

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Revised: January 21, 2014

~~Schedule B – Purchased Assets~~

Schedule C – Claims to be ~~deleted~~released, discharged and expunged from ~~title to Real Property~~Purchased Assets upon delivery of the Monitor's Certificate

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~~Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property
(unaffected by the Vesting Order)~~

Nil

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

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

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

Ontario

SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

SALE APPROVAL AND VESTING ORDER

OSLER, HOSKIN & HARCOURT LLP

1 First Canadian Place

P.O. Box 50

Toronto, ON M5X 1B8

Marc Wasserman LSUC#44066M

Tel: (416) 862-4908

Jeremy Dacks LSUC# 41851R

Tel: (416) 862-4923

Fax: (416) 862-6666

Counsel to the Chief Restructuring Officer of the Applicants

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., Instalogs 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

MOTION RECORD OF THE APPLICANTS
(Sale Approval Motion Returnable October 15, 2014)

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

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Counsel for the Chief Restructuring Officer