

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

**1511419 ONTARIO INC., FORMERLY KNOWN AS THE
CASH STORE FINANCIAL SERVICES INC.
AND RELATED APPLICANTS**

**TWENTIETH REPORT TO THE COURT
SUBMITTED BY FTI CONSULTING CANADA INC.,
IN ITS CAPACITY AS MONITOR**

October 27, 2015

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 1511419 ONTARIO INC., FORMERLY
KNOWN AS THE CASH STORE FINANCIAL SERVICES INC.,
1545688 ALBERTA INC., FORMERLY KNOWN AS THE
CASH STORE INC., 986301 ALBERTA INC., FORMERLY
KNOWN AS TCS CASH STORE INC., 1152919 ALBERTA
INC., FORMERLY KNOWN AS INSTALOANS INC., 7252331
CANADA INC., 5515433 MANITOBA INC., AND 1693926
ALBERTA LTD DOING BUSINESS AS "THE TITLE STORE"

APPLICANTS

**TWENTIETH REPORT TO THE COURT
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INTRODUCTION

1. On April 14, 2014, Regional Senior Justice Morawetz granted an Initial Order (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act* (Canada), as amended (the "**CCAA**") with respect to 1511419 Ontario Inc., formerly known as The Cash Store Financial Services Inc., 1545688 Alberta Inc., formerly known as The Cash Store Inc., 986301 Alberta Inc., formerly known as TCS Cash Store Inc., 1152919 Alberta Inc., formerly known as Instaloans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc. and 1693926 Alberta Ltd. doing business as "The Title Store" (collectively, the "**Applicants**" or "**Cash Store**") providing protections to the Applicants under the CCAA, including a stay of

- proceedings until May 14, 2014 (as extended from time to time, the “**Stay**”), and appointing FTI Consulting Canada Inc. (the “**Monitor**”) as CCAA monitor.
2. The Initial Order was amended and restated on April 15, 2014 (the “**Amended and Restated Initial Order**”) to, among other things, appoint Blue Tree Advisors Inc. as Chief Restructuring Officer of the Applicants (the “**CRO**”). The proceedings commenced by the Applicants under the CCAA are referred to herein as the “**CCAA Proceedings**”.
 3. The stay currently extends up to and including November 20, 2015.
 4. The Applicants’ obtained an order on September 30, 2015 (the “**Meetings Order**”) and an order on October 6, 2015 (the “**Plan Filing Order**”) which, among other things:
 - (i) accepted the filing of a plan of compromise and arrangement concerning, affecting and involving the Applicants (as revised or amended, the “**Plan**”), a copy of which is attached to the Information Statement available on the Monitor’s Website;
 - (ii) authorized the Applicants to call, hold and conduct meetings of creditors whose claims are to be affected by the Plan for the purpose of enabling such creditors to consider and vote on a resolution to approve the Plan (the “**Meetings**”); and
 - (iii) approved the procedures to be followed with respect to the calling and conduct of the Meetings.

Purpose of Report

5. The purpose of this Report is to provide the Court with information regarding:

- (i) Cash Store's business and financial affairs, including the actual cash receipts and disbursements during these CCAA Proceedings;
- (ii) actions taken by the Monitor in accordance with the Meetings Order;
- (iii) the commencement of Chapter 15 proceedings in the United States;
- (iv) the material terms and conditions of the CCAA Plan;
- (v) the timing of distributions and quantum of estimated recoveries to each class of Affected Creditors under the Plan;
- (vi) the Monitor's opinion on the reasonableness of including a provision in the Plan that stipulates that Sections 95-101 of the BIA do not apply in respect of the Plan;
- (vii) the Monitor's analysis of the alternative liquidation scenario; and
- (viii) the Monitor's recommendations regarding the Plan.

TERMS OF REFERENCE

6. In preparing this report, the Monitor has relied upon unaudited financial information of the Applicants, the Applicants' books and records, certain financial information prepared by the Applicants and discussions with various parties (the "**Information**").
7. Except as described in this Report:
 - (i) the Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the

Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook;

- (ii) the Monitor has not examined or reviewed financial forecasts and projections referred to in this report in a manner that would comply with the procedures described in the Canadian Institute of Chartered Accountants Handbook; and
- (iii) future oriented financial information reported or relied on in preparing this report is based on management's assumptions regarding future events; actual results may vary from forecast and such variations may be material.

8. The Monitor has prepared this Report in connection with the filing of the Plan, the convening of the Meetings and the other matters specifically referenced herein. This Report should not be relied on for other purposes (except to the extent a future Monitor's report provides otherwise).
9. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms not otherwise defined herein have the meanings defined in the Plan, previous reports of the Monitor, the Initial Order, and other Orders of the Court issued in the CCAA Proceedings.

GENERAL BACKGROUND AND FINANCIAL AFFAIRS OF CASH STORE

Cash Store and Related Entities

10. In the period leading up to the Initial Order and continuing in part until the completion of the Asset Sales (as defined below), the Applicants provided alternative financial products and services to individuals including payday loans in applicable jurisdictions, chiefly through retail branches in different provinces and territories across Canada under the names “Cash Store Financial”, “Instaloans” and “The Title Store.” The products offered by the Applicants varied by jurisdiction in response to differences in the regulatory framework in different provinces and territories.
11. The Applicants filed an application for an initial order under the CCAA following, among other things, a decision of the Ontario Superior Court of Justice ruling that the Applicants’ basic line of credit product was a payday loan within the meaning of Ontario’s payday loan legislation that could not be offered without appropriate licenses and the subsequent decision of the Ontario payday lending regulator refusing to issue the required licenses to the Applicants. These decisions prevented the Applicants from offering certain payday loan or line of credit products in Ontario, that accounted for approximately 30% of Cash Store’s total revenue in its 2013 fiscal year.

Sales Process and Asset Purchase Agreements

12. Prior to the start of the CCAA Proceedings, Rothschild Inc. (“**Rothschild**”), the Applicants’ financial advisor, commenced a mergers and acquisitions process to seek a sale of or significant investment in Cash Store. Pursuant to the Initial Order, Rothschild was authorized to continue the mergers and acquisitions process during the CCAA Proceedings, in consultation with the Monitor.

13. The Applicants, under the guidance of the CRO, obtained an order on June 16, 2014 which approved the ongoing sales process and provided for, among other things, bid deadlines and a structure to assess and approve qualified bids going forward.
14. As a result of efforts made under the sales process and subsequent efforts to market the Cash Store's remaining retail locations, the Applicants entered into, and the Court approved, three separate asset purchase transactions between the Applicants and: (i) National Money Mart Company, (ii) easyfinancial Services Inc., and (iii) CSF Asset Management Ltd. (collectively, the "**Asset Sales**"). The Asset Sales resulted in the sale of substantially all of Applicants' realizable assets and, excluding final post-closing adjustments, brought approximately \$54.3 million into the estate. Detailed descriptions of each Asset Sale were provided in corresponding reports filed by the Monitor.
15. A portion of the proceeds of the Asset Sales was used to pay down the Applicants' DIP Financing and to fund ongoing operations. The Monitor continues to hold the remaining funds resulting from each of the Asset Sales on behalf of the Applicants and oversee the use of these amounts to fund the Applicants' ongoing activities in these CCAA Proceedings.
16. At this time, the Applicants' assets primarily consist of the remaining proceeds from the Asset Sales, nominal receivables, two low value properties and certain claims against KPMG LLP, Cassels Brock & Blackwell LLP and Canaccord Genuity Corp. (the "**Remaining Estate Actions**") which have not been settled or compromised pursuant to the Settlement Agreements or the Plan.

Remaining Business Operations

17. The Applicants, with the assistance of the Monitor and the CRO, continue to work towards the completion of the following tasks:
 - (i) preparing to implement the Plan;

- (ii) finalizing remaining tax returns and outstanding financial statements;
- (iii) collecting on outstanding amounts owing to Cash Store, including non-operating receipts, and pursuing any tax returns;
- (iv) attending to, storage and destruction of certain documents and records, as appropriate;
- (v) selling the two remaining properties owned by Cash Store in rural locations; and
- (vi) closing the temporary office space currently used in Edmonton, Alberta.

18. As of the date of this Report, Cash Store has one full time contractor and one full time employee engaged to support the work streams listed above. Cash Store has made arrangements with certain independent contractors to be available if necessary to complete work on an hourly basis.

Actual Receipts and Disbursements

19. Since the date of the Initial Order, the Monitor has been working with the Applicants to review disbursements and manage Cash Store's cash spend during the CCAA Proceedings.
20. A summary of the actual receipts and disbursements of the Applicants (the "**Receipts and Disbursements**") for the period from May 1, 2015 to September 28, 2015 is attached as Schedule "A". Summaries for the periods from April 14, 2014 to October 31, 2014, and November 1, 2014 to May 1, 2015 were provided in the Monitor's Twelfth and Seventeenth Reports to the Court, respectively.

21. The Receipts and Disbursements demonstrate that, during the relevant period, the actual total cash flow exceeded the forecasted amount by approximately \$556,000. Significant factors influencing the variance included:
- (i) loan repayments for the direct portfolio prior to the Asset Sale cut-off dates exceed the forecasted amount by \$625,000;
 - (ii) non-operating receipts were below forecast by \$350,000 because third parties have refused to return certain deposits to Cash Store until the applicable claims periods against those deposits expire;
 - (iii) actual asset sale proceeds (transfers from the Monitor's asset sale trust accounts) exceeded the forecasted amount by \$363,000;
 - (iv) payroll and benefits were above the forecasted amount by \$596,000 due to the wind-down of operations and the negotiation of settlements between the Applicants and certain of their stakeholders taking longer than expected. A portion of these costs will be recouped from National Money Mart Company; and
 - (v) non-operating disbursements were below the forecasted amount by \$561,000, primarily due to timing differences.

IMPLEMENTATION OF MEETINGS ORDER

22. Pursuant to the Meetings Order and the Plan Filing Order, on October 8th, 2015 the Monitor caused a copy of the Information Package (and any amendments made thereto), the Meetings Order and the Plan Filing Order to be posted on the Monitor's website: (<http://cfcanada.fticonsulting.com/cashstorefinancial/>) (the "Monitor's Website").

23. On October 8th, 9th, and 13th, 2015 the Monitor sent copies of the Information Package by regular mail, facsimile, courier or e-mail to (i) all parties who have charges, security interests or claims evidenced by registrations pursuant to a personal property registry system in any Province in Canada, (ii) the Canada Revenue Agency and (iii) governmental authorities in each Canadian province.
24. The Information Package includes, among other things, a description of the key terms of the Plan, including each of the contemplated settlements, the treatment of Affected Claims and the releases to be provided with effect as of the Plan Implementation Date.
25. The Monitor also caused the Notice of Meeting (as defined in the Meetings Order) to be published in: The Globe and Mail (National Edition) on October 9th, 2015; The Edmonton Journal on October 9th, 2015; The Australian on October 12th, 2015; and The Daily Telegraph on October 12th, 2015.
26. The Notice of Meeting, in addition to describing the Meetings and Meetings Order, states the Applicants' intention to seek an order sanctioning the Plan pursuant to the CCAA on November 19, 2015 (the "**Sanction Order**"). The Notice of Meeting states that the "Plan provides for the distribution of the proceeds of the Applicants' remaining assets to the Senior Lender Class and the Secured Noteholder Class." The Notice of Meeting also states that any person wishing to oppose the application for the Sanction Order is required to serve a copy of their objecting materials at least 7 days prior to the Sanction Hearing upon the lawyers for the Applicants, the Monitor and the Ad Hoc Committee, as well as those parties listed on the Service List.

27. After the Plan Filing Order was issued, the Monitor learned of various logistical issues that created difficulties in obtaining an accurate list of Beneficial Noteholders of the Secured Notes as of September 28, 2015, the original Voting Record Date. The Monitor understands that the earliest date for which an accurate list of Beneficial Noteholders could be obtained was October 19, 2015. Accordingly, the Voting Record Date was changed from September 28, 2015 to October 19, 2015 with the consent of the Monitor, the Applicants and the Ad Hoc Committee (the members of which hold approximately 70% of the Secured Notes) pursuant to the terms of the Meetings Order to ensure that Beneficial Noteholders who should be entitled to vote at the Meetings are able to vote. The Monitor and the Applicants took steps to provide notice of the change to Secured Noteholders, including by making appropriate changes to the Information Package posted on the Monitor's Website, causing email notifications to be sent to Participant Holders and issuing a press release.
28. The Monitor believes that the provision of notice through the above noted mechanisms is fair and reasonable in the circumstances. The Information Package provides a description of the material components of the Plan, including a description of the claims being released, the proposed distribution of the proceeds of the Applicants' assets (net of expenses) to the secured creditors identified in the Plan and each of the three Settlements which form an integral part of the Plan. The Notice of Meeting draws attention to the upcoming Meetings and outlines the method by which an interested party may oppose the application for the Sanction Order. The date of the Meetings has not changed.

COMMENCEMENT OF CHAPTER 15 PROCEEDINGS

29. Pursuant to the D&O/Insurer Global Settlement Agreement, the Monitor is required, as soon as practicable in conjunction with the Applicants' motion for entry of the Sanction Order, to seek recognition and enforcement of the Sanction Order from the United States Bankruptcy Court for the Southern District of New York (the "**U.S. Court**") under Chapter 15 of the United States *Bankruptcy Code* (the "**Recognition Order**").

30. The Initial Order authorizes and empowers the Monitor to act as representative in respect of the CCAA Proceedings for the purpose of having the CCAA Proceedings recognized in a jurisdiction outside of Canada. In this capacity and pursuant to the terms of the D&O/Insurer Global Settlement Agreement, the Monitor has retained U.S. counsel, Allen & Overy LLP, and, in consultation with the Applicants, the Ad Hoc Committee and Securities Class Action Plaintiffs, has commenced Chapter 15 proceedings in the U.S. Court by filing the following materials:

- (i) Verified Petition for Recognition of Foreign Proceeding and Related Relief;
- (ii) Declaration of Ken Coleman in Support of Verified Petition for Foreign Recognition Proceeding and Related Relief;
- (iii) Motion for Order Specifying Form and Manner of Service of Notice;
- (iv) Declaration of Kurt J. Elgie regarding Notice of Proposed Securities Class Action Settlement;
- (v) Memorandum of Law;
- (vi) Corporate Ownership Statement;
- (vii) Statement of Jeffrey Rosenberg under Section 1515(c); and
- (viii) List filed pursuant to Bankruptcy Rule 1007(a)(4).

Copies of each of these materials are available on the Monitor's Website.

31. On October 19, 2015, the U.S. Court entered an order (the “**Chapter 15 Notice Order**”), which among other things, specified the form and manner of serving notice. The Monitor has been informed by Allen & Overy LLP that, in accordance with the Chapter 15 Notice Order, notice of the Verified Petition for Recognition of Foreign Proceeding and Related Relief was served on October 20, 2015.
32. The U.S. Court has set a hearing date for November 24, 2015 to consider the Monitor’s request for the Recognition Order.

THE PLAN

33. The Plan is the result of extensive negotiations between the Applicants, the Ad Hoc Committee and numerous stakeholders along with their respective financial and legal advisors. The Plan contemplates the resolution of a wide number of issues in these CCAA Proceedings, including the settlement of fourteen class actions against the estate, certain litigation commenced by the estate against third parties and the distribution of the remaining assets to the secured creditors identified in the Plan.
34. The Monitor reviewed and was consulted with respect to the development of the Plan. Copies of the Plan and the components of the Information Package are available on the Monitor’s website under the heading “Affected Creditors Meeting”. For the purpose of this section, all capitalized terms have the meanings given to them in the Plan.
35. The purpose of the Plan and the related Sanction Order and Class Action Settlement Approval Orders is to, among other things:
 - (i) effect a full and final compromise and release of all Senior Secured Credit Agreement Claims and Secured Noteholder Claims;

- (ii) effect distributions in respect of the Allowed Senior Secured Credit Agreement Claims and Secured Noteholder Claims from the Cash on Hand and Subsequent Cash on Hand;
 - (iii) give effect to the Priority Motion Settlement, the DirectCash Global Settlement and the D&O/Insurer Global Settlement, and the distributions and releases contemplated thereby;
 - (iv) effect the cancellation of the Cancelled Senior Secured Credit Agreement Claim in connection with the D&O/Insurer Settlement;
 - (v) establish the Litigation Funding and Indemnity Reserve and appoint the Litigation Trustee to pursue the Remaining Estate Claims; and
 - (vi) establish the Monitor's Post Implementation Reserve to complete its post-implementation activities.
36. The Plan contemplates that several events and transactions will occur or be deemed to have occurred in the sequence set out in the Plan, including:

Pre-Plan Implementation Date Events & Transactions

- (i) corporate authorizations;
- (ii) payments from DirectCash and the Insurers;

Plan Implementation Date Events & Transactions

- (iii) cash payments from the Applicants or the Monitor on behalf of the Applicants relating to the numerous settlement and Plan payments contemplated therein following the

satisfaction of the conditions precedent set out in Section 9.1;

- (iv) subject to Section 5.6 of the Plan, all Affected Creditor Claims will be finally and irrevocably extinguished on the Plan Implementation Date;
- (v) all debentures, indentures, notes, certificates, agreements, invoices, guarantees, pledges and other instruments evidencing the Affected Creditor Claims shall be cancelled and will become null and void on the Plan Implementation Date and the Agent and the Indenture Trustee shall be deemed to have released, discharged and cancelled any guarantees, indemnities, encumbrances or other obligations owing in respect of the Senior Secured Credit Agreement, the Senior Secured Credit Agreement Loans, the Secured Note Indenture and the Secured Notes, upon the payment of all consideration due and owing in accordance with the Plan;
- (vi) each of the Charges shall be discharged, released and cancelled;
- (vii) the releases and injunctions referred to in the Plan shall become effective in accordance with the Plan, the Sanction Order and the Class Action Settlement Approval Orders;

Post Plan Implementation Date Events and Transactions

- (viii) payment of the Final DirectCash Settlement Payment to the Monitor;
- (ix) numerous distributions by the Monitor including in regards to the Final DirectCash Settlement Payment, the Segregated

Cash, Subsequent Cash on Hand, and any Net Subsequent Litigation Proceeds; and

- (x) if applicable, payment of the Second DirectCash Estate Action Settlement Payment to the Litigation Funding and Indemnity Reserve for use in connection with the prosecution of the Remaining Estate Actions.

Treatment of Stakeholders

Affected Creditors

37. Under the Plan, there are two classes of creditors entitled to consider and vote on the Plan at the Meetings:
- (i) a class of the first lien lenders under the Applicants' senior secured credit facility (the "**Senior Secured Lenders**");
and
 - (ii) a class of the holders of the Applicants' second lien secured notes (the "**Secured Noteholders**", and collectively with the Senior Secured Lenders, the "**Affected Creditors**").
38. All Senior Secured Credit Agreement Claims and Secured Noteholder Claims will be irrevocably discharged and extinguished on the Plan Implementation Date.

39. The Senior Secured Lenders other than 424187 (being Coliseum and 8028702), in accordance with the Priority Motion Settlement and the D&O/Insurer Global Settlement, will receive payment in full for their respective Senior Secured Credit Agreement Claims by the Applicants on the Plan Implementation Date less certain amounts that will be paid by the Applicants, on behalf of Coliseum and 8028702, to Harrison Pensa in trust for the Consumer Class Action Members in accordance with the Priority Motion Settlement and in respect of the costs of Harrison Pensa in the CCAA Proceeding. 424187 will receive no payment on account of its Senior Secured Credit Agreement Claim, in accordance with the Settlement Agreements to which it is a party.
40. Each Secured Noteholder will be entitled to receive such Secured Noteholder's Pro-Rata amount of:
- (i) the Net Cash on Hand less \$700,000 which will be paid to Harrison Pensa in trust for the Consumer Class Action Members in accordance with the Priority Motion Settlement and \$50,000 in respect of the costs of Harrison Pensa in the CCAA Proceeding;
 - (ii) any Subsequent Cash on Hand;
 - (iii) the First DirectCash Estate Action Settlement Payment; and
 - (iv) the D&O / Insurer Estate Action Settlement Amount.

In addition, if it was a holder of Secured Notes during the period from January 24, 2012 to February 13, 2014, each Secured Noteholder will be entitled to receive such Secured Noteholder's portion of the Net D&O / Insurer Securities Class Action Settlement Proceeds that are available for certain holders of Secured Notes to be distributed to the Securities Class Action members.

41. In the event that the aggregate of the Secured Noteholder entitlements (excluding any entitlement to the Net D&O / Insurer Securities Class Action Settlement Proceeds) exceeds the full amount of principal, interest, fees and expenses due in respect of the Secured Notes and the Secured Note Indenture up to the Plan Implementation Date (the “**Secured Noteholder Maximum Claim Amount**”), all excess amounts will revert to the Applicants for distribution in accordance with a further Order of the CCAA Court.
42. Attached as Schedule “B” is a summary of the estimated recoveries pursuant to the Plan.
43. As shown in Schedule “B”, recovery for Secured Noteholders is expected to be approximately 5.3% excluding (i) any additional entitlement that a Secured Noteholder may have to the additional \$8.9 million of recovery to be distributed to Secured Noteholders who relied on certain representations made by the Company during the period from January 24, 2012 to February 13, 2014 (which amount shall be distributed in accordance with the Plan of Allocation to be approved in the Securities Class Action, a copy of which is appended as Schedule D to the Plan) and (ii) any additional recoveries that may become available for Secured Noteholders in respect of estate recoveries on the Remaining Estate Actions following implementation of the Plan.

Unaffected Creditors

44. Unaffected Claims are defined in the plan to mean any and all Claims other than the Senior Secured Credit Agreement Claims, the Secured Noteholder Claims and the Released Claims, including without limitation: (a) any Claim secured by any of the Charges and (b) any and all unsecured Claims.
45. Unaffected Creditors, in respect of Unaffected Claims, are not entitled to vote on the Plan, attend the Meetings or receive any distributions under the Plan in respect of their Unaffected Claims.

Settlements Contemplated by the Plan

46. The Plan contemplates the settlement of a significant number of claims by and against the Applicants. The Consumer Class Action Members will receive Settlement Payments under the terms of the Priority Motion Settlement, the DirectCash Global Settlement and the D&O/Insurer Global Settlement.

Priority Motion Settlement

47. Pursuant to the Priority Motion Settlement, the claims asserted by the Consumer Class Action Plaintiffs against the Applicants, their assets and recoveries and the claims asserted by certain Consumer Class Action Plaintiffs against certain Senior Secured Lenders are to be settled among those parties in exchange for the settlement payments and releases set out in the Priority Motion Settlement Agreement and the Plan. A copy of the Priority Motion Settlement Agreement is attached to the Plan as Schedule “A”.

48. Pursuant to the Priority Motion Settlement and corresponding settlement approval orders, Harrison Pensa will be paid \$1,450,000 in trust for the Consumer Class Action Members by the Applicants, on behalf of the Secured Noteholders, Coliseum and 8028702. This amount will be allocated among the Consumer Class Actions as follows: (i) \$250,000 shall be allocated to the Ontario Consumer Class Action, (ii) \$150,000 shall be allocated to Harrison Pensa in respect of out-of-pocket expenses incurred in connection with the Priority Motion Settlement, and (iii) the remaining \$1,050,000 shall be allocated 50% to the Ontario Consumer Class Action and 50% to the Western Canada Consumer Class Actions. Segregated Cash (also referred to in previous Monitor's Reports as Ontario Restricted Cash) in the amount of \$1,927,959 will be distributed among the Consumer Class Actions as and to the extent set forth in section 3 the Priority Motion Settlement Agreement.¹ Additionally, 10% of any litigation proceeds realized in respect of the Remaining Estate Actions up to an aggregate of \$3,000,000 and, thereafter, 5% of any such proceeds in excess of \$3,000,000 will be paid to Harrison Pensa in trust for the Consumer Class Action Members.

DirectCash Global Settlement

49. Pursuant to the DirectCash Global Settlement, the claims asserted by the Applicants against DirectCash, the claims asserted by the Consumer Class Action Plaintiffs against DirectCash and the claims asserted by DirectCash against the Applicants and the D&Os are to be settled among those parties in exchange for the settlement payments and releases set out in the DirectCash Global Settlement Agreement and the Plan. A copy of the DirectCash Global Settlement is attached to the Plan as Schedule "B".

¹ Segregated Cash means the cash designated by the Monitor as "Ontario Restricted Cash" in the amount of \$1,927,959 in respect of amounts that the Monitor reported were collected by the Applicants after February 12, 2014 and which may represent the costs of borrowing. In a letter dated September 21, 2015, the Ontario Ministry of the Attorney General indicated that the Ministry of Government and Consumer Services will not assume the responsibility of making distributions to Ontario consumers and did not object to Representative Counsel being entrusted with the distribution to Ontario consumers.

50. Pursuant to the DirectCash Global Settlement and corresponding settlement approval orders, Harrison Pensa will be paid \$6,150,000 in trust for the Ontario Consumer Class Action Class Members and Bennett Mounteer will be paid \$3,850,000 in trust for the Western Canada Consumer Class Action Class Members. Each payment will be allocated and distributed in accordance with Orders to be entered by the applicable supervising Class Action Courts.

D&O / Insurer Global Settlement

51. Pursuant to the D&O Insurer Global Settlement, the claims asserted by the Securities Class Action Plaintiffs, the Consumer Class Action Plaintiffs and the Applicants against the D&O defendants were settled among those parties in exchange for the settlement payments and releases set out in the D&O/Insurer Global Settlement Agreement and the Plan. A copy of the D&O/Insurer Global Settlement Agreement is attached to the Plan as Schedule “C”.
52. Pursuant to the D&O/Insurer Global Settlement and the corresponding settlement approval orders, Harrison Pensa will be paid \$1,437,500 in trust for the Ontario Consumer Class Action Class Members and Bennett Mounteer will be paid \$1,066,666, in trust for the Western Canada Consumer Class Action Class Members. Each payment will be allocated and distributed in accordance with Orders to be entered by the applicable supervising Class Action Courts.
53. The Monitor is of the opinion that settlements, payments and releases contemplated in each of the Settlements and the Plan generate a net benefit to the Applicants’ estate and are appropriate in the circumstances. The Settlement Agreements are instrumental in resolving a number of outstanding issues in these CCAA Proceedings and form the necessary foundation for the distribution of the estates’ remaining financial assets to its secured creditors.
54. The D&O / Insurer Global Settlement and the DirectCash Global Settlement are contingent upon the approval of the Plan (including the Releases set out therein) at the Meetings and by the Court at the Sanction Hearing.

Remaining Estate Actions

55. The Remaining Estate Actions have not been resolved under the Settlement Agreements or otherwise. Pursuant to an order of the Court dated December 1, 2014, the Applicants retained Thornton Grout Finnigan LLP and Vooheis & Co. LLP (collectively, “**Litigation Counsel**”) to pursue these claims, among others.
56. The Plan provides that, as of the Plan Implementation Date, a Litigation Trustee will be appointed to instruct Litigation Counsel on behalf of the Applicants with respect to the prosecution of the Remaining Estate Actions. The Plan provides that the Litigation Trustee will be compensated pursuant to a Litigation Trustee Retainer, which shall contain compensation terms acceptable to the Applicants, the Litigation Counsel and the Ad Hoc Committee, and which shall be approved as part of the Sanction Order.
57. The Plan provides for the creation of a cash reserve referred to as the Litigation Funding and Indemnity Reserve that will serve as security for Litigation Counsel and the Litigation Trustee in respect of disbursements, costs and any adverse cost awards incurred in connection with the prosecution of the Remaining Estate Claims following the implementation of the Plan. This cash reserve is to be administered by the Monitor in accordance with a Litigation Funding and Indemnity Reserve Agreement.
58. Harrison Pensa, in trust for the Consumer Class Action Class Members, will be paid 10% up to an aggregate amount of \$3,000,000, and, thereafter, 5% of any settlement or litigation proceeds that may from time to time be realized in respect of the Remaining Estate Actions, after the payment of the fees and expenses of the Litigation Counsel and the Litigation Trustee and the cost of any alternate litigation funding arrangements (the “**Net Subsequent Litigation Proceeds**”). The remaining portion of the Net Subsequent Litigation Proceeds will form part of the Subsequent Cash On Hand to be distributed in accordance with the Plan to the Secured Noteholders up to the Secured Noteholder Maximum Claim Amount.

Conditions Precedent to the Plan

59. The implementation of the Plan is conditional upon the satisfaction or waiver (to the extent permitted) of numerous conditions prior to the Plan Implementation Date. Set out below is summary of some of the most significant conditions precedent:

- (i) the Plan shall have been approved by the Required Majority of each Affected Creditor Class and the CCAA Court, and any amendments to the Plan shall have been made in accordance with Section 11.4;
- (ii) the Sanction Order shall be in a form consistent with the Plan or otherwise acceptable to the Applicants, the Ad Hoc Committee, the Monitor, the Senior Secured Lenders and, as applicable, the Plan Settlement Parties, each acting reasonably; shall have been made and shall be in full force and effect; and all applicable appeal periods in respect thereof shall have expired and any appeals therefrom shall have been disposed of by the applicable appellate court;
- (iii) the terms of the Priority Motion Settlement, the DirectCash Global Settlement and the D&O/Insurer Global Settlement shall have been approved by all applicable Class Action Courts pursuant to the Class Action Settlement Approval Orders;
- (iv) the Class Action Settlement Approval Orders shall be in full force and effect, and all applicable periods in respect thereof shall have expired and any appeals therefrom shall have been disposed of by the applicable appellate court;
- (v) the Class Action Settlement Approval Orders shall be in a form consistent with the Plan, the Priority Motion

Settlement Agreement, the DirectCash Global Settlement Agreement and the D&O/Insurer Global Settlement Agreement, or otherwise acceptable in each case to the Applicants, the Ad Hoc Committee and, as applicable, the relevant Plan Settlement Parties, each acting reasonably;

- (vi) for purposes of the D&O/Insurer Global Settlement only, the Recognition Order shall have been made and shall be in full force and effect, provided, however, that the Plan Implementation Date shall not be conditional upon the Recognition Order in the event that the Recognition Order is not granted due to a lack of jurisdiction of the court;
- (vii) DirectCash shall have paid \$10,000,000 of the amount due under the DirectCash Global Settlement Agreement to the Monitor, to be held in trust by the Monitor in the Monitor's Distribution Account;
- (viii) the Insurers shall have paid the D&O / Insurer Settlement Payment to the Monitor to be held in trust by the Monitor in the Monitor's Distribution Account;
- (ix) the conditions precedent set forth in section 36 of the D&O/Insurer Global Settlement Agreement (other than section 36(1)) shall have been satisfied or waived;
- (x) the Estate TPL Action will have been amended to discontinue the claims asserted by the plaintiff against 0678789 B.C. Ltd., Trimor Annuity Focus Limited Partnership, Trimor Annuity Focus Limited Partnership #2, Trimor Annuity Focus Limited Partnership #3, Trimor Annuity Focus Limited Partnership #4, and Trimor Annuity Focus Limited Partnership #6; and

- (xi) the quantum of the DIP Repayment Amount shall have been agreed to by the DIP Lenders and arrangements satisfactory to the DIP Lenders shall have been implemented to provide for the payment in full of all obligations that are or may become owing under the DIP Credit Facility to the DIP Lenders.
60. Upon satisfaction of each of the conditions set out in Section 9.1 of the Plan and the completion of the Plan steps and transactions, the Monitor will deliver to the Applicants and the Ad Hoc Committee a certificate stating that the Plan Implementation Date has occurred and that the Plan and the Sanction Order are effective in accordance with their respective terms.
61. The CRO shall be discharged upon implementation of the Plan and the CRO Engagement letter shall be terminated.

Releases

62. Article 7 of the Plan contemplates the release of a number of claims pursuant to the Plan, the Sanction Order and the Class Action Settlement Approval Orders, including, but not limited to:
- (i) all Senior Secured Credit Agreement Claims;
 - (ii) all Secured Noteholders Claims;
 - (iii) all Class Action Claims against the Applicants and the D&Os;
 - (iv) all Claims that have been or could be asserted against the Applicants and the D&Os in the Class Actions and the Priority Motion;
 - (v) all DirectCash Claims;

- (vi) all D&O Claims against the D&Os other than the Remaining Defendant Claims;
- (vii) all Claims against the Applicants by any of the Released Parties, except as set out in the D&O / Insurer Global Settlement Agreement;
- (viii) all claims against the Applicants by the Alberta Securities Commission or any other Governmental Entity that have or could give rise to a monetary liability;
- (ix) all Claims against the Senior Secured Lenders, in their capacity as Senior Secured Lenders;
- (x) all Claims against the Agent and the Indenture Trustee;
- (xi) all Claims against the Monitor and its legal advisors;
- (xii) all Claims against the CRO, against its legal advisors and against Mr. William E. Aziz personally, including in respect of compliance with any orders of the Alberta Securities Commission;
- (xiii) all Claims against the Plan Settlement Parties and their legal and financial advisors in connection with the Plan and the transactions and settlements to be consummated in connection with the Plan; and
- (xiv) all Coliseum Claims against Coliseum and all McCann Entity Claims against the McCann entities.

63. Pursuant to Section 7.2 of the Plan, nothing in the Plan shall release:

- (i) the Applicants from or in respect of any Unaffected Claims;

- (ii) any of the Plan Settlement Parties from their respective obligations under the Plan, the Sanction Order, the Settlement Agreements or the Class Action Settlement Approval Orders;
- (iii) the Applicants from any investigations by or non-monetary remedies of the Alberta Securities Commission or any other Governmental Entity;
- (iv) the Insurers or any of the Applicants' other insurers from their remaining obligations (if any) under the Insurance Policies;
- (v) any of the Released Parties from any Non-Released Claims (including, as set out in the Plan, (i) any Claim against the Applicants, brought with leave of the Court, by a Person who is not a party to or bound by the D&O/Insurer Global Settlement Agreement or the DirectCash Global Settlement Agreement, against any Person that is not permitted to be compromised under section 19(2) of the CCAA, (ii) any D&O Claim, brought with leave of the Court, by a Person who is not a party to or bound by the D&O/Insurer Global Settlement Agreement or the directCash Global Settlement Agreement, that is not permitted to be compromised pursuant to section 5.1(2) of the CCAA, (iii) any claim, brought with leave of the Court, by a Person who is not a party to or bound by the D&O/Insurer Global Settlement Agreement or the DirectCash Global Settlement Agreement, that is based on a final judgement that a plaintiff suffered damages as a direct result, and solely as a result, of such plaintiff's reliance on an express fraudulent misrepresentation made by the D&Os, the McCann entities, or by any DirectCash director, officer or employee, when

any such person had actual knowledge that the misrepresentation was false, (iv) any D&O Claim, brought with leave of the Court, by any of the Third Party Lenders (other than any of the McCann entities) against any of the D&Os (other than the February 2014 Parties); and (v) any Direct Cash Non-Released Claim);

- (vi) subject to Section 7.6 of the Plan, any of the Remaining Defendants from any of the Remaining Estate Actions;
- (vii) the right of the Secured Noteholders to receive any further, additional distributions pursuant to the terms of the Plan; and
- (viii) the Remaining Defendant Claims.

64. Pursuant to Section 10.2 of the Plan, a Remaining Defendant Release may be effected in the event that a Remaining Defendant Settlement is entered into and the conditions set out in Section 10.2 of the Plan are fulfilled.

Voting and Conduct of Meetings

65. The Meetings will be held in accordance with the terms of the Plan, the Meetings Order and the Plan Filing Order. Only Affected Creditors are entitled to attend and vote on the Plan at the Meetings.

66. The Monitor will preside as chair of the Meetings and may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Meetings.

Senior Lender Meeting

67. For the purposes of voting at the meeting of the Senior Secured Lenders, the voting claim of each of each Coliseum, 8028702 and 424187 shall be deemed to be equal to their respective Senior Secured Credit Agreement Claim.

68. For the purpose of calculating the two-thirds majority in value of the voting claims at the Senior Lender Meeting, the aggregate amount of claims that vote in favour of the Plan (in person or by proxy) shall be divided by the aggregate amount of all Senior Lender Claims held by all Senior Secured Lenders that vote at that Meeting.

Secured Noteholders Meeting

69. For the purposes of voting at the meeting of the Secured Noteholder, each Beneficial Noteholder shall be entitled to one vote as a member of the Secured Noteholder Class. The voting claim of each Beneficial Noteholder shall be equal to its Secured Noteholder Claim as at the Voting Record Date. As discussed above, with the consent of the Monitor, the Applicants and the Ad Hoc Committee, the Voting Record Date was changed from September 28, 2015 to October 19, 2015 pursuant to the terms of the Meetings Order so that an accurate list of Beneficial Noteholders could be obtained.
70. For the purpose of calculating the two-thirds majority in value of the voting claims at the Secured Noteholder Meeting, the aggregate amount of Secured Noteholder Claims that vote in favour of the Plan (in person or by proxy) at the Secured Noteholder Meeting shall be divided by the aggregate amount of all Secured Noteholder Claims held by all Beneficial Noteholders that vote at the Secured Noteholder Meeting.

NON-APPLICATION OF SECTIONS 95-101 OF THE BANKRUPTCY AND INSOLVENCY ACT

71. Section 23(1)(d.1) of the CCAA requires the Monitor to file a report with the court on the state of the company's business and financial affairs containing the Monitor's opinion as to the reasonableness of a decision, if any, to include in a compromise or arrangement a provision that sections 38 and 95 to 101 of the *Bankruptcy and Insolvency Act* do not apply in respect of the compromise or arrangement.

72. Section 8.2(x) of the Plan states that the Sanction Order shall declare that sections 95 to 101 of the *BIA* shall not apply to any of the transactions, distributions or settlement payments implemented pursuant to the Plan. Sections 95 to 101 of the *BIA* deal with preferences and transfers at undervalue.
73. The Monitor conducted a review of certain transfers and other transactions involving the Applicants made prior to the commencement of the CCAA Proceedings in order to determine whether there were grounds to challenge any such transactions as reviewable transactions pursuant to the CCAA or provincial reviewable transaction legislation. The Monitor has reported on these investigations in its Sixth, Eighth, Tenth and Twelfth Reports to the Court.
74. Following its review, on September 18, 2014 the Monitor served a notice of motion on the Service List and TPL Counterparties (as defined in the Monitor's Tenth Report), among other things, seeking an order declaring that certain transactions completed by the Cash Store with the TPL Counterparties on January 31, 2012 are transfers at undervalue, within the meaning of section 96 of the *Bankruptcy and Insolvency Act*, and directing each TPL Counterparty to pay Cash Store the difference between the value of the consideration received by Cash Store from it and the value of the consideration given to it by Cash Store.
75. To avoid duplicated efforts and costs, the Monitor retained Thornton Grout Finnigan LLP and Voorheis & Co. LLP (who were retained by the Applicants to pursue the Remaining Estate Claims, among other claims) to investigate and advance certain potential preference, transfer at undervalue and other reviewable transactions, including the transfer at undervalue motion commenced by the Monitor.
76. The Monitor's claims against the TPLs have been resolved pursuant to the Plan and the D&O Settlement Agreement. The discontinuance of the Monitor's motion dated September 18, 2014 in the CCAA proceedings in respect of alleged transfers at undervalue is a condition precedent to the implementation of the D&O Settlement Agreement.

77. Accordingly, the Monitor is of the opinion that the provisions of the Plan which provide that sections 95-101 of the BIA do not apply to any of the transactions, distributions or settlement payments implemented pursuant to the Plan are appropriate in the circumstances.

NOTICE TO POTENTIAL CLAIMANTS

78. The Plan does not contemplate the existence of, and therefore it does not provide for the payment of, any secured claims ranking in priority to the Affected Creditors other than the DIP Lender. While there has not been a formal claims process, as of the date of this Report the Monitor is not aware of any claimants asserting priority over the Senior Secured Creditors or the Secured Noteholders which are not a party to the Settlement Agreements.
79. As described above, pursuant to the Meetings Order and the Plan Filing Order, copies of the Meetings Order and the Information Package (which includes a copy of the Plan and provides notice of the Sanction Hearing) have been widely distributed to all parties with interests evidenced by registrations pursuant to any personal property registry system in Canada, the Canada Revenue Agency and a number of crown agencies. Notices have also been placed in several prominent newspapers and on the Monitor's Website to alert potential claimants to the Applicants' call for Meetings to pass a resolution approving the Plan and their intention to subsequently seek a Sanction Order.

ALTERNATIVE BANKRUPTCY LIQUIDATION SCENARIO

80. As noted above, Cash Store's assets consist primarily of the remaining proceeds from the Asset Sales, nominal receivables, two low value properties and certain remaining estate actions.
81. The Monitor has prepared a liquidation analysis to assist in the evaluation of the Plan (the "**Liquidation Analysis**"), which is attached as Schedule "C".

82. The Liquidation Analysis does not take into consideration the litigation and other costs of defending or prosecuting the numerous claims made by and against the estate that have been settled pursuant to the D&O/Insurer Settlement and the DirectCash Global Settlement, nor does it take into account any result of such litigation. Any protracted litigation would significantly diminish any remaining funds that would otherwise be available to the Cash Store's secured creditors. The Liquidation Analysis assumes that the amounts owing to the Senior Secured Lenders and the DIP Lenders would be repaid in full.
83. The Liquidation Analysis illustrates that, in a liquidation scenario, the Applicants will have significantly less money available for distribution to the holders of the Secured Notes, subject to the outcome of ongoing litigation which would be highly uncertain and may not be concluded for an extended period of time.

MONITOR'S RECOMMENDATIONS REGARDING THE PLAN

84. The Monitor was consulted during the development of the Plan and each of the Settlements contemplated therein. It is the Monitor's view that the Applicants continue to pursue the Plan with good faith and due diligence.
85. The Monitor is satisfied that the Applicants, its CRO and their financial and legal advisors have considered and pursued strategic alternatives available to the Cash Store throughout these CCAA Proceedings and agrees that the Plan represents an effective and beneficial way to effect the distribution of funds to the Applicants' secured creditors, resolve numerous pending actions against the estate, and continue to litigate the Remaining Estate Actions for the benefit of the Applicants' stakeholders.
86. The Plan has been developed in consultation with the Senior Secured Lenders and the Ad Hoc Committee (which, according to counsel for the Ad Hoc Committee represents holders of approximately 70% of the principal outstanding amount of the Secured Notes), each of whom support the approval of the Plan and intend to vote for the resolution to approve the Plan.

87. The Monitor notes that a bankruptcy liquidation scenario would likely have an adverse effect on the Applicants and its stakeholders and that it is unlikely, or at least highly uncertain, that a liquidation scenario would generate more value to the stakeholders than what is contemplated under the Plan.
88. The Plan and Settlement Agreements provide releases in favour of a number of third parties in respect of a number of interrelated claims. The Settlement Agreements and the Releases contemplated therein are highly interconnected and collectively provide a significant amount of the funding and other consideration required to effect the distributions contemplated in the Settlement Agreements and the Plan, including a payment of approximately \$14 million by DirectCash, a payment of approximately \$19 million by the D&Os and their Insurers, and the release of \$2 million of Senior Secured Lender debt. In this way the Released Parties contribute additional value to the Applicants' creditors and the Releases permit the resolution of a number of challenging disputes which might otherwise restrict the ability of the Applicants to effect distributions and complete the administration of their estates without participating in protracted litigation and depleting the resources of the estates.
89. The scope of the Releases are appropriately limited to claims which are related to the Settlements and these CCAA Proceedings.
90. In consideration of all of the factors described herein, it is the Monitor's view that the Plan is fair and reasonable in the circumstances.

Dated this 27th day of October, 2015.

FTI Consulting Canada Inc.
The Monitor of 1511419 Ontario Inc.,
formerly known as The Cash Store Financial Services Inc. and Related Applicants



Greg Watson
Senior Managing Director

SCHEDULE "A"
RECEIPTS AND DISBURSEMENTS

The Cash Store Financial Services, Inc.

Cumulative Actual vs. Budget Report - May 2, 2015 through August 28, 2015

(CAD 000's)

	Cumulative			
	Actual 8/28/2015	Forecast 8/28/2015	Variance \$ 8/28/2015	Variance % 8/28/2015
RECEIPTS:				
Loan Repayments - Direct Portfolio	\$ 686	\$ 60	\$ 626	1044.0%
Loan Repayments - Broker Portfolio	-	-	-	0.0%
Loan Fees - Broker Portfolio	-	-	-	0.0%
Other Income Receipts	-	-	-	0.0%
Non-Operating Receipts	350	700	(350)	-50.0%
Asset Sale Proceeds	4,088	3,725	363	9.7%
TOTAL RECEIPTS	5,124	4,485	639	14.2%
OPERATING DISBURSEMENTS:				
Loan Disbursements - Direct Portfolio	-	-	-	0.0%
Loan Disbursements - Broker Portfolio	-	-	-	0.0%
Payroll and Benefits	1,071	475	(596)	-125.5%
Operating Expenses	536	487	(49)	-10.1%
Rent	138	140	2	1.2%
Transfer to UK	-	-	-	0.0%
Utility Deposits/Miscellaneous	-	-	-	0.0%
Critical Vendors	-	-	-	0.0%
TOTAL OPERATING DISBURSEMENTS	1,745	1,102	(644)	-58.4%
OPERATING CASH FLOW	\$ 3,379	\$ 3,383	\$ (5)	0.1%
NON-OPERATING DISBURSEMENTS:				
Professional Fees - Restructuring	2,467	2,902	435	15.0%
Branch Closure Costs	-	-	-	0.0%
Employee Related Restructuring Costs	-	-	-	0.0%
Other Income Pass-Through	-	-	-	0.0%
Credit Facility Interest	374	500	126	25.1%
DIP Interest and Related Fees	-	-	-	0.0%
Third Party Lender Payment	-	-	-	0.0%
Capex	-	-	-	0.0%
TOTAL NON-OPERATING DISBURSEMENTS	2,841	3,402	561	16.5%
BoP Cash	1,713	2,093	(379)	-18.1%
Total Cash Flow	538	(19)	556	2956.5%
EoP Cash Before New Borrowing	\$ 2,251	\$ 2,074	\$ 177	-8.5%
EoP Cash After New Borrowing	\$ 2,251	\$ 2,074	\$ 177	8.5%
Less: Ontario Restricted Cash	(1,928)	(1,928)	-	0.0%
EoP Cash After Restricted Cash	\$ 323	\$ 146	\$ 177	100.0%

Variance Explanations:

1) Operating Cash Flow Variance:	\$	(5)	
Direct Loan Repayments		626	Higher than forecast due to better than forecast loan collections
Asset Sale Proceeds		363	Use of asset sale proceeds from the Monitor's account higher than forecast to satisfy cash requirements
Salary and Benefits		(596)	Higher than forecast due to longer than expected estate wind-up and costs incurred on behalf of NMM; final reconciliation to be completed near term.
Operating Expenses		(49)	Higher than forecast due to higher costs associated w NMM transition
Rent		2	Lower than forecast due to rounding
Non-Operating Receipts		(350)	Higher than forecast due to incremental \$350k reimbursed by NMM
Total Variance Description	\$	<u>(5)</u>	
2) Non-Operating Disbursement Variance:	\$	561	
Professional Fees		435	Lower than forecast
Credit Facility Interest		126	Lower than forecast due to timing.
Total Variance Description	\$	<u>561</u>	
3) Cash Balance Variance:	\$	177	
Operating Cash Flow		(5)	Described Above
Non-Operating Disbursements		561	Described Above
Beginning Cash Balance		(379)	
Total Cash Balance Variance	\$	<u>177</u>	

SCHEDULE "B"
ESTIMATED RECOVERIES

Cash Store Financial Services Inc.
Plan Estimated Recovery
Prepared on October 19, 2015

PAYMENTS TO SENIOR SECURED LENDERS

8028702 Plan Payment	\$ 4,450,000
Coliseum Plan Payment	\$ 4,700,000
TOTAL	<u>\$ 9,150,000</u>

PAYMENTS TO SECURED NOTEHOLDERS

Secured Noteholder Plan Payment	\$ 701,543
First DirectCash Estate Action Settlement Payment	\$ 2,975,750
Second DirectCash Estate Action Settlement Payment	\$ 775,000
D&O /Insurer Estate D&O Action Settlement Amount	\$ 2,750,000
TOTAL	<u>\$ 7,202,293</u>

TOTAL PAYMENT TO SENIOR SECURED LENDERS AND SECURED NOTEHOLDERS	<u><u>\$ 16,352,293</u></u>
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Principal Outstanding on Notes	\$ 132,500,000
Interest to August 26, 2015	\$ 3,132,153
TOTAL	<u>\$ 135,632,153</u>

Recovery Percentage for Secured Noteholders - NOTE 1

Payment to Secured Noteholders	<u>\$ 7,202,293</u>
Principal and Interest Outstanding on Notes	<u>\$ 135,632,153</u>
Recovery percentage for Secured Noteholders	5.3%

NOTE 1

An additional \$8.9 million of recovery will be available from the D&O/Insurer Class Action Settlement for those Secured Noteholders who relied on certain representations made by the Company during the period from January 24, 2012 to February 13, 2014, which amount shall be distributed in accordance with the Plan of Allocation to be approved in the Secured Class Action (a copy of which is appended as Schedule D to the Plan), and which amount is not included in the 5.3% recovery figure shown above. The 5.3% recovery figure shown above also does not include any litigation or settlement proceeds that may be realized by the estate in the remaining estate actions against KPMG, Cassels and Canaccord to be pursued by the Litigation Trustee and the Litigation Counsel, on behalf of the estate, following implementation of the Plan.

SCHEDULE "C"
LIQUIDATION ANALYSIS

Cash Store Financial Services Inc.
Expected Liquidation Analysis
Prepared on October 19, 2015

NET LIQUIDATION AMOUNT FOR NOTEHOLDERS - <u>NOTE 1</u>	\$ 476,543
Principal Outstanding on Notes	\$ 132,500,000
Interest to August 26, 2015	\$ 3,132,153
Total	<u>\$ 135,632,153</u>
Recovery Percentage	0.4%

NOTES

1. Subject to the priority motion settlement agreement