

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

THE HONOURABLE REGIONAL) THURSDAY, THE 19TH
)
SENIOR JUSTICE MORAWETZ) DAY OF NOVEMBER, 2015

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 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., 1693926 ALBERTA LTD. DOING BUSINESS AS "THE TITLE STORE"

Applicants

SANCTION ORDER

THIS MOTION, made by the Applicants for an order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") sanctioning the plan of compromise and reorganization dated October 6, 2015 (as amended, varied or supplemented from time to time in accordance with the terms thereof, and together with all schedules thereto, the "**Plan**"), which Plan is attached as Schedule "A" hereto, was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of William E. Aziz sworn November 12, 2015, the Twenty-First Report of FTI Consulting Canada Inc. in its capacity as monitor of the Applicants (the "**Monitor**") dated [November 16, 2015](#), and on hearing the submissions of counsel for the Chief Restructuring Officer of the Applicants (the "**CRO**"), ~~the DIP Lenders~~, the

Draft

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 and filed:

DEFINED TERMS

1. **THIS COURT ORDERS** that any capitalized terms not otherwise defined in this Sanction Order shall have the meanings ascribed to such terms in the Plan or the Meetings Order granted by the Court on September 30, 2015 (the “**Meetings Order**”), as the case may be.

SERVICE, NOTICE AND MEETINGS

2. **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.

3. **THIS COURT ORDERS** that the Meetings were duly convened and held, all in conformity with the CCAA and the Orders of this Court made in the CCAA Proceeding, including, without limitation, the Meetings Order.

~~4. **THIS COURT ORDERS** that: (i) the hearing of the motion for the Sanction Order was open to all of the Affected Creditors and all other Persons with an interest in the Applicants and the Released Claims and that all such Affected Creditors and other Persons were permitted to be heard at the hearing in respect of the Sanction Order; and (ii) prior to the hearing, all of the Affected Creditors, all Persons on the Service List in respect of the CCAA Proceeding, and all Persons with an interest in the Applicants and the Released Claims were given adequate notice thereof.~~

SANCTION OF THE PLAN

~~5. **THIS COURT ORDERS** that:~~

~~(a) the Plan has been approved by the Required Majority of each Affected Creditor Class in conformity with the CCAA and the Meetings Order;~~

Draft

~~(b) the Applicants have complied with the provisions of the CCAA and the Orders of the Court made in the CCAA Proceeding in all respects;~~

~~(e) the Applicants have not done or purported to do anything that is not authorized by the CCAA; and~~

~~(d) the Plan, the Settlements and the other transactions and settlements contemplated therein are fair and reasonable.~~

4. ~~6.~~ **THIS COURT ORDERS** that the Plan is fair and reasonable and is hereby sanctioned and approved pursuant to Section 6 of the CCAA.

5. ~~7.~~ **THIS COURT ORDERS** that, subject to each of the Class Action Settlement Approval Orders, the Priority Motion Settlement Agreement, the DirectCash Global Settlement Agreement and the D&O/Insurer Global Settlement Agreement are hereby approved.

PLAN IMPLEMENTATION

6. ~~8.~~ **THIS COURT ORDERS** that, ~~subject to the entry of each of the Class Action Settlement Approval Orders, the Plan and all associated steps, compromises, releases, discharges, cancellations, transactions, arrangements and settlements effected thereby are approved, binding and shall become effective in accordance with the terms and conditions set forth in the Plan as of the Plan Implementation Date at the Effective Time, or at such other time, times or manner as may be set forth in~~ at the Effective Time, the Plan, ~~and~~ shall enure to the benefit of and be binding upon the Applicants, the other Released Parties, the Affected Creditors and all other Persons and parties named or referred to in, affected by, or subject to the Plan, including, without limitation, their respective heirs, administrators, executors, legal representatives, successors, and assigns.

7. ~~9.~~ **THIS COURT ORDERS** that each of the Applicants is authorized and directed, and the Monitor is authorized and empowered, to take all steps and actions, and to do all things, necessary or appropriate to implement the Plan in accordance with its terms and to enter into, execute, deliver, complete, implement and consummate all of the steps, transactions,

distributions, deliveries, allocations, instruments and agreements contemplated pursuant to the Plan, and such steps and actions are hereby authorized, ratified and approved.

8. ~~10.~~ **THIS COURT ORDERS** that the Indenture Trustee shall be and is hereby authorized and directed to perform its functions and fulfill its obligations under the Plan to facilitate the implementation and administration of the Plan, as necessary pursuant to and in accordance with the terms of the Plan, and such performance of its functions and fulfillment of its obligations are hereby authorized, ratified and approved.

~~11. THIS COURT ORDERS that the Applicants, the Monitor, the Agent, the Indenture Trustee, the Depository and any other Person required to make any distributions, deliveries or allocations or take any steps or actions related thereto pursuant to the Plan are hereby directed to complete such distributions, deliveries or allocations and to take any such related steps or actions in accordance with the terms of the Plan, and such distributions, deliveries and allocations, and any steps or actions related thereto, are hereby authorized, ratified and approved.~~

~~12. THIS COURT ORDERS that subject to the due performance of their respective obligations as set forth in the Plan and in any applicable Class Action Settlement Approval Order, and subject to their compliance with any written directions or instructions of the Monitor or directions of the Court in the manner set forth in the Plan, the Applicants, the Monitor, the Agent, the Indenture Trustee, the Depository, the Ad Hoc Committee and the Class Action Plaintiffs and their respective counsel, shall have no liabilities whatsoever arising from or in connection with the performance of their respective obligations under the Plan or the transactions and settlements to be consummated pursuant to and in connection with the Plan.~~

9. ~~13.~~ **THIS COURT ORDERS** that upon being provided with confirmation satisfactory to it that the conditions precedent set out in section 9.1 of the Plan have been satisfied or waived, as applicable, in accordance with the terms of the Plan, and upon the completion of the Plan steps, payments and transactions set out in section 6.3 of the Plan that are to be completed by the Applicant or any other Person (other than the Monitor), the Monitor is hereby authorized and directed to make the payments and complete the Plan steps, payments and transactions set out in section 6.3 of the Plan that are to be completed by the Monitor and, upon completion of such

Draft

steps, payments and transactions, to deliver to the Applicants, the CRO and the Ad Hoc Committee a certificate signed by the Monitor substantially in the form attached hereto as Schedule “B” hereto (the “**Monitor’s Certificate**”) certifying that the Plan Implementation Date has occurred and that the Plan and this Sanction Order are effective in accordance with their respective terms. Following the delivery of the Monitor’s Certificate to the Applicants, the CRO and the Ad Hoc Committee, the Monitor shall file the Monitor’s Certificate with this Court.

~~14. **THIS COURT ORDERS** that the steps to be taken, the matters that are deemed to occur and the compromises and releases that are to be effective on the Plan Implementation Date pursuant to the Plan are deemed to occur and be effected in the sequential order contemplated by Article 6 of the Plan, beginning at the Effective Time.~~

~~15. **THIS COURT ORDERS** that the Applicants, the Monitor, the Ad Hoc Committee and any other Person given, or required to exercise, consent or approval rights under the Plan are hereby authorized and empowered to exercise such consent and approval rights in the manner set forth in the Plan, whether prior to or after implementation of the Plan.~~

~~16. **THIS COURT ORDERS** that from and after the Plan Implementation Date, and for the purposes of the Plan only, (i) to the extent the Applicants no longer have any officers or employees available to enable them to provide their agreement, waiver, consent or approval to any matter requiring the Applicants’ agreement, waiver, consent or approval under the Plan, such agreement, waiver consent or approval may be provided by the Monitor as agent for and on behalf of the Applicants; and (ii) to the extent the Applicants no longer have any officers or employees available to enable them to provide their agreement, waiver, consent or approval to any matter requiring the Applicants’ agreement, waiver, consent or approval under the Plan, and the Monitor has been discharged pursuant to an Order, such agreement, waiver consent or approval shall be deemed not to be necessary.~~

10. ~~17.~~ **THIS COURT ORDERS** that sections 95 to 101 of the BIA and any other federal or provincial law relating to preferences, fraudulent conveyances or transfers at undervalue, shall not apply to the Plan or to any transactions, distributions or settlement payments implemented pursuant to the Plan.

Draft

COMPROMISE OF CLAIMS AND EFFECT OF PLAN

11. ~~18.~~ **THIS COURT ORDERS** that, pursuant to and in accordance with the terms of the Plan, on the Plan Implementation Date, all Affected Creditor Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred, subject only to the right of the applicable Persons to receive the distributions and interests to which they are entitled pursuant to the Plan.

12. ~~19.~~ **THIS COURT ORDERS** that, pursuant to and in accordance with the terms of the Plan, on the Plan Implementation Date, the 424187 Senior Secured Credit Agreement Claim shall be cancelled and deemed to be cancelled as of the Plan Implementation Date for no consideration, in accordance with the terms of the D&O/Insurer Global Settlement Agreement and the Plan.

~~20. THIS COURT ORDERS that the Agent and the Indenture Trustee are hereby authorized and directed to, and are deemed to, release, discharge and cancel any guarantees, indemnities, encumbrances or other obligations owing by or in respect of any of the Applicants relating to the Senior Secured Credit Agreement Claims, the Senior Secured Credit Agreement, the Secured Noteholder Claims, the Secured Notes or the Secured Note Indenture, as applicable.~~

13. ~~21.~~ **THIS COURT ORDERS** that, on the Plan Implementation Date, the ability of any Person to proceed against the Released Parties in respect of any Released Claims shall be forever discharged, barred and restrained, and all proceedings with respect to, in connection with or relating to any such matter shall be permanently stayed.

Draft

RELEASES

14. ~~22.~~ **THIS COURT ORDERS** that, subject to section 7.2 of the Plan, all of the ~~following~~ claims listed in Section 7.1 of the Plan shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred on the Plan Implementation Date at the time or times and in the manner set forth in section 6.3 of the Plan, pursuant to the Plan, the Sanction Order and the Class Action Settlement Approval Orders:

- ~~(a) all Senior Secured Credit Agreement Claims;~~
- ~~(b) all Secured Noteholder Claims;~~
- ~~(c) all Class Action Claims against the Applicants and the D&Os;~~
- ~~(d) all Claims that have been or could be asserted against the Applicants and the D&Os in the Class Actions and the Priority Motion;~~
- ~~(e) all Direct Cash Claims;~~
- ~~(f) all D&O Claims against the D&Os other than the Remaining Defendant Claims;~~
- ~~(g) all Claims against the Applicants by any of the Released Parties, except as set out in Schedule C of the D&O/Insurer Global Settlement Agreement;~~
- ~~(h) all Claims against the Applicants (or any of them) by the Alberta Securities Commission or any other Governmental Entity that have established or could give rise to a monetary liability, including fines, awards, penalties, costs, claims for reimbursement or other claims having a monetary value, payable by the Applicants (or any of them);~~
- ~~(i) all Claims against the Senior Secured Lenders, solely in their capacity as Senior Secured Lenders;~~
- ~~(j) all Claims against the Agent, solely in its capacity as the Agent;~~

Draft

- ~~(k) all Claims against the Indenture Trustee, solely in its capacities as Indenture Trustee and Collateral Agent, and its agents, employees, officers, directors and legal advisors;~~
- ~~(l) all Claims against the Monitor and its legal advisors;~~
- ~~(m) all Claims against the CRO, against its legal advisors and against Mr. William Aziz personally, including in respect of compliance with any Orders of the Alberta Securities Commission;~~
- ~~(n) all Claims against the Plan Settlement Parties and their legal and financial advisors in connection with the Plan and the transactions and settlements to be consummated hereunder and in connection herewith;~~
- ~~(o) all Coliseum Claims against Coliseum; and~~
- ~~(p) all McCann Entity Claims against the McCann Entities.~~

15. ~~23.~~ **THIS COURT ORDERS** that nothing in the Plan or in this Sanction Order shall waive, compromise, release, discharge, cancel or bar any of the claims listed in section 7.2 of the Plan.

16. ~~24.~~ **THIS COURT ORDERS** that, subject to sections 7.5 and 7.6 of the Plan, all Persons are permanently and forever barred, estopped, stayed and enjoined, on and after the Effective Time, with respect to any and all Released Claims, from ~~(i) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against the Released Parties; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the Released Parties or their property; (iii) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits or demands, including without limitation, by way of contribution or indemnity or other relief, in common law, or in equity, breach of trust or breach of fiduciary duty or under the provisions of~~

~~any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes such a claim or might reasonably be expected to make such a claim, in any manner or forum, against one or more of the Released Parties; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or their property; or (v) taking any actions to interfere with the implementation or consummation of the Plan; provided, however, that the foregoing shall not apply to the enforcement of any obligations under [taking any of the actions listed in section 7.3 of the Plan.](#)~~

REMAINING ESTATE ACTIONS

17. ~~25.~~ **THIS COURT ORDERS** that, effective as of the Plan Implementation Date, the Litigation Trustee is hereby appointed pursuant to section 10.1 of the Plan and the Litigation Trustee Retainer (including the amendment to the Litigation Counsel Retainer contemplated thereby) and the Litigation Trustee Retainer and the Litigation Funding Indemnity Reserve Agreement are hereby approved.

~~26. **THIS COURT ORDERS** that, from and after the Plan Implementation Date, (i) subject to the prior consent of the Monitor and the Ad Hoc Committee, each acting reasonably, the Litigation Trustee shall have the right to seek and obtain an order from any court of competent jurisdiction, including an Order of the Court or otherwise, that gives effect to any releases of any Remaining Estate Actions in accordance with Article 10 of the Plan, and (ii) all Affected Creditors and other Persons referred to in the Plan shall be deemed to consent to any such releases that may be approved in any such proceedings.~~

~~27. **THIS COURT ORDERS** that any Remaining Defendant Releases shall only become effective if and when the terms and conditions of Article 10 of the Plan have been fulfilled.~~

Draft

SEALING

18. ~~28.~~ **THIS COURT ORDERS** that the Confidential Exhibit to the Twenty-First 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.

EFFECT OF SETTLEMENT ON REMAINING DEFENDANTS

19. ~~29.~~ **THIS COURT ORDERS** that, subject to the release and bar order at paragraph 24 herein, nothing in this order shall fetter the discretion of any court to determine the D&Os' proportionate liability at the trial(s) or other disposition of the Remaining Estate Actions, whether or not the D&Os, or any of them, appear at such trial(s) or other disposition, and the D&Os' proportionate liability shall be determined as if the D&Os were parties to the Remaining Estate Actions and any determination by the court in respect of the D&Os' proportionate liability shall only apply in the Remaining Estate Actions in order to ascertain the proportionate liability of the Remaining Defendants in those proceedings and shall not be binding on the D&Os for any purpose whatsoever and shall not constitute a finding against the D&Os for any purpose.

~~EFFECT OF SETTLEMENT ON INSURERS~~

~~30. THIS COURT ORDERS that the payments by the Insurers in relation to the settlement under the D&O/Insurer Global Settlement Agreement do not affect the interests of the Cash Store, or any other party who might have a claim against any person or entity potentially covered under the Insurance Policies.~~

~~31. THIS COURT ORDERS that all amounts contributed by the Insurers in relation to the settlement under the D&O/Insurer Global Settlement Agreement shall constitute covered Loss (as defined in the Insurance Policies) that reduce the Limits of Liability (as defined in the Insurance Policies) for all purposes.~~

Draft

~~32. THIS COURT ORDERS that the Insurers' contribution to the settlement under the D&O/Insurer Global Settlement Agreement shall, to the extent of the amount paid on the D&O's behalf for defence of all Claims (as defined in the Insurance Policies) against them, reduce the Limits of Liability (as defined in the Insurance Policies) under the Insurance Policies for all purposes, regardless of any subsequent finding by any court, tribunal, administrative body or arbitrator, in any proceeding or action, that the D&Os, or any of them, engaged in conduct that triggered or may have triggered any exclusion, term or condition of the Insurance Policies, or any of them, so as to disentitle them to coverage under the Insurance Policies, or any of them.~~

~~33. THIS COURT ORDERS that the Insurers' contribution to the D&O/Insurer Global Settlement Amount is without prejudice to any coverage positions or reservations of rights advised by the Insurers in relation to the actions settled by the D&O/Insurer Global Settlement Agreement or any other matter advised to the Insurers or Claim (as defined in the Insurance Policies) made or yet to be made against the Insureds (as defined in the Insurance Policies).~~

~~34. THIS COURT ORDERS that, to the extent of any payment made by the Insurers to the date of this Order and any and all payments in relation to the settlement under the D&O/Insurer Global Settlement Agreement, the Insurers shall be released from any and all claims against them under or in relation to the Insurance Policies, including claims relating to or arising from the actions settled by the D&O/Insurer Global Settlement Agreement, all commitments made in relation to and/or payments made under the Insurance Policies for reimbursement of Defence Costs incurred by any person or entity potentially covered by or under the Insurance Policies, and in the case of the ACE Policy, the Lloyd's Policy, and the RSA Policy, that they are fully exhausted by the contributions made by such payment.~~

DISCHARGE OF CRO AND EXPANDED POWERS OF THE MONITOR

20. ~~35.~~ **THIS COURT ORDERS** that the CRO Engagement Letter and the appointment of the CRO pursuant to paragraph 23 of the Amended and Restated Initial Order shall be and is hereby terminated and deemed terminated as of the Plan Implementation Date.

21. ~~36.~~ **THIS COURT ORDERS** that the CRO be and is hereby discharged as of the Plan Implementation Date and relieved from any further obligations, responsibilities or duties in its capacity as CRO pursuant to the Initial Order, any other Order of this Court in the CCAA proceedings or otherwise and, notwithstanding any provision of this Order, nothing contained in this Order shall affect, vary, derogate from or amend any of the rights, approvals and protections in favour of the CRO in the Initial Order, any other Order of this Court in the CCAA proceedings or otherwise.

~~37. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA and the powers provided to the Monitor herein and in the Plan, shall be and is hereby authorized and empowered to perform its functions and fulfill its obligations under the Plan to facilitate the implementation and administration of the Plan, as necessary pursuant to and in accordance with the terms of the Plan.~~

22. ~~38.~~ **THIS COURT ORDERS** that in connection with its role holding funds and making or facilitating payments and distributions contemplated by the Plan:

- (a) the Monitor is solely doing so as payment agent for the Applicants and neither the Monitor nor FTI Consulting Canada Inc. has agreed to become, and neither is assuming any responsibility as a receiver, assignee, curator, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of any of the Applicants within the meaning of any relevant tax legislation;
- (b) neither the Monitor nor FTI Consulting Canada Inc. shall have any liability for, and each is hereby released from, any claim in respect of any act or omission in respect of the payments and distributions contemplated by the Plan;
- (c) the Monitor shall be provided with and is entitled to have access to all of the books and records of the Applicants and to all documents and other information required by it from time to time, whether in the possession of the Applicants or a third party, in connection with its role hereunder;

(d) the Monitor shall not exercise discretion over the funds to be paid or distributed hereunder and shall only make payments contemplated by the Plan; and

(e) the Monitor may discuss from time to time all matters relating to matters under the Plan with the Ad Hoc Committee.

23. ~~39.~~ **THIS COURT ORDERS AND DECLARES** that any payments and deliveries made by, or with the consent of, the Monitor in accordance with the Plan or this Sanction Order (including without limitation payments made to or for the benefit of the Affected Creditors) shall not constitute a “distribution” for the purposes of section 107 of the *Corporations Tax Act* (Ontario), section 22 of the *Retail Sales Tax Act* (Ontario), section 117 of the *Taxation Act*, 2007 (Ontario), section 34 of the *Income Tax Act* (British Columbia), section 104 of the *Social Service Tax Act* (British Columbia), section 49 of the *Alberta Corporate Tax Act*, section 22 of the *Income Tax Act* (Manitoba), section 73 of *The Tax Administration and Miscellaneous Taxes Act* (Manitoba), section 14 of *An Act respecting the Ministère du Revenu* (Quebec), section 85 of *The Income Tax Act*, 2000 (Saskatchewan), section 48 of *The Revenue and Financial Services Act* (Saskatchewan), section 56 of the *Income Tax Act* (Nova Scotia), section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada), section 46 of the *Employment Insurance Act* (Canada), or any other similar federal, provincial or territorial tax legislation (collectively, the “**Tax Statutes**”), and the Monitor, in making any such payments is merely a disbursing agent under the Plan and is not exercising any discretion in making payments under the Plan and is not “distributing” such funds for the purpose of the Tax Statutes, and the Monitor shall not incur any liability under the Tax Statutes in respect of payments or deliveries made by it, or with its consent, and the Monitor is hereby forever released, remised and discharged from any claims against it under or pursuant to the Tax Statutes or otherwise at law, arising in respect of or as a result of payments made by, or with the consent of the Monitor in accordance with the Plan and this Sanction Order and any claims of this nature are hereby forever barred.

24. ~~40.~~ **THIS COURT ORDERS** that, from and after the Plan Implementation Date, and subject to the right of the Litigation Trustee and the Litigation Counsel to conduct the Remaining Estate Actions, in addition to its prescribed rights and obligations under the CCAA and the

Draft

powers provided to the Monitor herein and in the Plan, the Monitor shall be empowered and authorized, but not obligated, to:

- (a) take such actions and executed such documents, in the name of and on behalf of the Applicants, as the Monitor considers necessary or desirable in consultation with the Litigation Trustee and the Ad Hoc Committee in order to:
 - (i) facilitate the completion and administration of the estates of the Applicants in the CCAA Proceeding and any other proceedings commenced in respect of the Applicants or any of them;
 - (ii) effect the liquidation, bankruptcy, winding-up or dissolution of the Applicants;
 - (iii) act, if required, as trustee in bankruptcy, liquidator, receiver or a similar official of such entities;
 - (iv) take control of the existing bank account(s) of the Applicants (the “**Bank Accounts**”) and the funds credited thereto or deposited therein; and
 - (v) give instructions from time to time to transfer the funds credited to or deposited in such Bank Accounts (net of any fees to which the financial institutions maintaining such Bank Accounts are entitled) to such other account as the Monitor may direct and give instructions to close the existing Bank Accounts;
- (b) exercise any powers which may be properly exercised by any officer, any member of the board of directors or of the board of directors of any of the Applicants;
- (c) cause the Applicants to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Applicants in dealing with the Property (as defined in the Amended and Restated Initial Order) or their operations, restructuring, wind-down, liquidation or other activities;
- (d) engage assistants or advisors or cause the Applicants to engage assistants or advisors as the Monitor deems necessary or desirable to carry out the terms of the Orders in the CCAA Proceeding or for purposes of the Plan, and all such persons shall be deemed to be “Assistants” under the Amended and Restated Initial Order; and

Draft

(e) apply to this Court for any orders necessary or advisable to carry out its powers and obligations under any other Order granted by this Court including for advice and directions with respect to any matter,

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, and without interference from any other Person, provided that the Monitor shall comply with all applicable law, and provided further that in respect of paragraphs ~~4022~~(a)(iv) and ~~4022~~(a)(v) above, the financial institutions maintaining such Bank Accounts shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken in accordance with the instructions of the Monitor or as to the use or application of funds transferred, paid, collected or otherwise dealt with in accordance with such instructions and such financial institutions shall be authorized to act in accordance with and in reliance upon such instructions without any liability in respect thereof to any Person.

25. ~~41.~~ **THIS COURT ORDERS** that, without limiting the provisions of the Amended and Restated Initial Order or the provisions of any other Order granted in the CCAA Proceeding, including this Sanction Order, the Applicants shall remain in possession and control of the Property and Business (each as defined in the Amended and Restated Initial Order) and that the Monitor shall not take possession or be deemed to be in possession and/or control of the Property or Business.

26. ~~42.~~ **THIS COURT ORDERS** that, without limiting the provisions of the Amended and Restated Initial Order, all employees of the Applicants shall remain employees of the Applicants until such time as the Monitor, on the Applicants' behalf, may terminate the employment of such employees. The Monitor shall not be liable for any employee-related liabilities, including, without limitation, any successor employer liabilities.

27. ~~43.~~ **THIS COURT ORDERS** that nothing herein shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of any of the Applicants within the meaning of any relevant legislation.

28. ~~44.~~ **THIS COURT ORDERS** that the 18th Report of the Monitor dated August 26, 2015, the 19th Report of the Monitor dated September 25, 2015 and the 20th Report of the Monitor dated October 27, 2015 and the Monitor's activities and conduct in relation to the Applicants up to the date hereof, including the activities described in the foregoing Reports are hereby approved.

~~45. THIS COURT ORDERS that all claims of any Person (including, without limitation, the Applicants and any Person who may claim contribution or indemnification against or from them) whether such claims are direct, indirect, derivative or otherwise, against the Monitor arising from or relating to the Applicants or its activities as Monitor prior to the date of this Order shall be and are hereby forever barred from enforcement and extinguished.~~

29. ~~46.~~ **THIS COURT ORDERS** that: (i) in carrying out the terms of this Sanction Order and the Plan, the Monitor shall have all the protections given to it by the CCAA, the Amended and Restated Initial Order, and as an officer of the Court, including the stay of proceedings in its favour; (ii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of and exercising the powers given to it under this Sanction Order and the Plan, save and except for any gross negligence or wilful misconduct on its part; (iii) the Monitor shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants without independent investigation; and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

~~47. THIS COURT ORDERS that no action or other Proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor, except with prior leave of this Court on such conditions as directed by the Court and on notice to the Monitor.~~

30. ~~48.~~ **THIS COURT ORDERS** that upon completion by the Monitor of its duties in respect of the Applicants pursuant to the CCAA, the Plan and the Orders, the Monitor may file with the Court a certificate stating that all of its duties in respect of the Applicants pursuant to the CCAA, the Plan and the Orders have been completed and thereupon, FTI Consulting Canada Inc.

Draft

shall be deemed to be discharged from its duties as Monitor and released of all claims relating to its activities as Monitor.

RESERVES AND OTHER AMOUNTS

~~49. THIS COURT ORDERS that the amount of each of the Monitor's Post-Implementation Reserve and the Litigation Funding and Indemnity Reserve is as provided for in the Plan, or in such other amount as may be agreed by (i) the Applicants, the Monitor and the Ad Hoc Committee in the case of the Monitor's Post-Implementation Reserve and (ii) the Applicants, the Litigation Trustee, the Litigation Counsel, the Monitor and the Ad Hoc Committee in the case of the Litigation Funding and Indemnity Reserve, in each case in accordance with the terms of the Plan.~~

~~50. THIS COURT ORDERS that the Monitor may not make any payment from the Monitor's Post-Implementation Plan Reserve to any third party professional services provider (other than its counsel) that exceeds \$50,000 (alone or in a series of related payments) without the prior consent of the Ad Hoc Committee or an Order of the Court.~~

~~51. THIS COURT ORDERS that Goodmans LLP, in its capacity as counsel to the Ad Hoc Committee, shall be permitted to apply for an Order of the Court at any time directing the Monitor to make (i) a Subsequent Distribution and/or (ii) distributions from the Monitor's Post-Implementation Reserve.~~

31. ~~52.~~ **THIS COURT ORDERS** that, on the Plan Implementation Date, at the time or times and in the manner set forth in section 6.3 of the Plan, each of the Charges shall be discharged, released and cancelled.

STAY EXTENSION

32. ~~53.~~ **THIS COURT ORDERS** that the Stay Period in the Amended and Restated Initial Order be and is hereby extended until and including May 20, 2016, or such later date as this Court may order.

Draft

EFFECT, RECOGNITION AND ASSISTANCE

33. ~~54.~~ **THIS COURT ORDERS** that this Sanction Order shall have full force and effect in all provinces and territories of Canada and abroad as against all persons and parties against whom it may otherwise be enforced.

34. ~~55.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body having jurisdiction in Canada, the United States, or in any other foreign jurisdiction, to give effect to this Sanction Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Sanction Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Sanction Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Sanction Order.

~~56. **THIS COURT ORDERS** that the Applicants, the Monitor, the Litigation Trustee and the Ad Hoc Committee may, following consultation with each other, apply to the Court for advice and direction, including a plan implementation order, with respect to any matter arising from or in connection with the Plan, including with respect to the distribution mechanics and restructuring transactions set out in the Plan or this Sanction Order.~~

Draft

Schedule "A"

Plan of Arrangement

Draft

Schedule “B”

Form of Monitor’s Certificate of Plan Implementation

Draft

**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., 1693926 ALBERTA LTD. DOING BUSINESS AS "THE TITLE STORE"

Applicants

**MONITOR'S CERTIFICATE
(Plan Implementation)**

All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan of Compromise and Arrangement dated October 6, 2015 (as amended, varied or supplemented from time to time in accordance with the terms thereof, and together with all schedules thereto, the "**Plan**"), which is attached as Schedule "A" to the Order of the Honourable Regional Senior Justice Morawetz made in these proceedings on the ● day of ●, 2015 (the "**Order**"), as such Plan may be amended, varied or supplemented from time to time in accordance with the terms thereof.

Pursuant to paragraph [13] of the Order, FTI Consulting Canada Inc. in its capacity as Court-appointed Monitor of the Applicants (the "**Monitor**") delivers to the Applicants and Goodmans on behalf of the Ad Hoc Committee this certificate and hereby certifies that:

1. The Plan Implementation Date has occurred and the Plan and the Sanction Order are effective in accordance with their respective terms.

Draft

DATED at the City of Toronto, in the Province of Ontario, this ● day of ●, 2015.

FTI CONSULTING CANADA INC., in its
capacity as Court-appointed Monitor of the
Applicants and not in its personal capacity

By: _____
Name:
Title:

Draft

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 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., 1693926
ALBERTA LTD. DOING BUSINESS AS "THE TITLE STORE"

Applicants

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

SANCTION ORDER

RAFT: 1 - November 17, 2015 4:21:33 PM

Diary

OSLER, HOSKIN & HARCOURT LLP

1 First Canadian Place

P.O. Box 50

Toronto, ON M5X 1B8

Tel: (416) 362-2111

Fax: (416) 862-6666

Counsel for the Chief Restructuring Officer
of the Applicants

LEGAL_1:37164125.4

15861

121:3328 P

1015

1710

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

RAFT: 1 - November 17, 2015